

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, November 6, 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 Claudette Carpenter with Yahweh Hands on Ministry

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from October 16, 2023 Regular Meeting

6. **PROCLAMATIONS**
 - a. Nurse Practitioner Week

 - b. National Apprenticeship Week

 - c. Hibiscus Park Crime Watch and Neighborhood Association donation to the City of Fort Pierce holiday lighting effort.

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**

11. **CONSENT AGENDA**

- a. Approval of authorization for staff to enter into contractual negotiations with the highest ranked proposer pursuant to the review of qualifications and proposals associated with RFQ 2023-055 Noise, Acoustic, and Sound Consulting Services.
- b. Approval of Golf Course Blanket Purchase Orders in an amount not to exceed \$160,000.00, for Fiscal Year 2024.
- c. Approval of a blanket purchase order to use awarded funds from the 2022 Bullet Proof Vest Program (BVP) to purchase vests from GL Distributors, Inc. in an amount not to exceed \$68,564.
- d. Approve the purchase of seven (7) community cameras in the amount of \$60,001.85 from Tactical Video Inc.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: <https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

- a. Legislative Hearing - Ordinance 23-012 review and adoption of a Future Land Use Map Amendment of five (5) parcels of land to change the future land use designations from St. Lucie County designations of Residential Urban (RU) and Commercial (COM) to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres).- West Orange located at Orange Avenue and N. Jenkins Road (5 parcels.) Parcel ID's:

2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3,
2407-221-0001-000-1 and 2407-211-0001-000-0. SECOND READING

- b. Legislative Hearing - Ordinance 23-054 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.
- c. Legislative Hearing - Ordinance 23-055 - Review and approval for a voluntary annexation by property owners Daniel and Janica Jules of three (3) parcels at the South east corner of Totten Road and Rhode Island Avenue, more specifically at Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. SECOND READING
- d. Legislative Hearing - Ordinance 23-059 Amending Chapter 2, Article IV, Division 5, Police Officers' Retirement/Pension Fund to modify definitions and clarify benefit commence date. FIRST READING
- e. Legislative Hearing - Ordinance 23-060 relating to the General Employees retirement system in order to extend the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of \$115,000 for employees hired after October 2012, and creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports. FIRST READING

13. **CITY COMMISSION**

- a. Resolution No. 23-R56 Adopting the Food for Fines program to run between November 7, 2023 and December 31, 2023.
- b. Resolution No. 23-R57 approving agreements with Manatee Island Holdings, LLC, for the sidewalk easement relocation.
- c. Resolution No. 23-R58 authorizing the City to execute a Grant Agreement with the State of Florida Department of Environmental Protection for the FPUA Wastewater Treatment Plant relocation in the amount of \$15 Million.

14. **COMMENTS FROM THE PUBLIC**

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

respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 pm

5. a.

Meeting Date: 11/06/2023

Re: Approval of the Minutes from the October 16, 2023 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from October 16, 2023 Regular Meeting

Attachments

10.16.2023 Minutes

Form Review

Form Started By: Latoya Ransom

Started On: 10/30/2023 09:09 AM

Final Approval Date: 10/30/2023

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, OCTOBER 16, 2023.

1. CALL TO ORDER

Mayor Hudson called the October 16, 2023, Regular Meeting of the City Commission to order at 5:05 P.M

City Clerk Linda Cox announced that City Manager Nick Mimms would arrive momentarily.

2. OPENING PRAYER - Pastor Mark Leonard with Riverview Baptist Church

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 Sara Hedges

5. APPROVAL OF MINUTES

- a. Approval of Minutes from October 02, 2023 Regular Meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the October 02, 2023 Regular Meeting.

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

Passed

6. PROCLAMATIONS

- a. Hospice and Palliative Care Month
- b. Florida City Government Week - October 16 - 23, 2023

7. LETTERS TO COMMISSION

- a. Letter from Chrystal Netherton, CEO of Graceway Village, thanking the City of Fort Pierce for a \$5,000 contribution towards providing nutritious meals for families and much-needed clothing for children.

- b. Letter from Will Armstead, CEO, Boys & Girls Clubs of St. Lucie County, thanking the City of Fort Pierce for a contribution of \$5,000 towards the cost of the purchase of equipment and materials for the Infinity Club House's drumline.
- c. Letter from Darrell Drummond, President/CEO of Council on Aging of St. Lucie County, thanking the City of Fort Pierce for trimming the overgrown trees on South 16th Street.

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

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

AYE: Commissioner 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

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

No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

- a. Approval of piggyback agreement with TRP Construction Group to install new pavement markings on Delaware Avenue from 17th Street to US 1 in an amount not to exceed \$51,445.00.
- b. Approval of the Federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Nicole.
- c. Approval of federally funded SubAward and Grant Agreement with Florida Division of Emergency Management for Hurricane Ian .
- d. Approval to award Specific Authorization #2 for RFQ 2019-027 to Stantec for professional engineering design services for the 11th Street, Boston Avenue, and Preston Court roadway improvement project in an amount not to exceed \$199,482.85.
- e. Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of \$974.14.
- f. Approval of Travel for Mayor Linda Hudson to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of \$949.74.

- g. Approval of Travel for Commissioner Arnold Gaines to attend the Florida League of Cities 2023 Annual Conference in Orlando, Florida from November 29, 2023 to December 01, 2023, in the amount of \$974.14.
- h. Approval of PRP Construction Group, LLC Change Order No. 1 in the amount of \$110,250.00.
- i. Authorize purchase of services from L & S Enterprises, LLC, as a single source purchase, to replace light fixtures along S. Ocean Drive for an amount not to exceed \$231,300.00.
- j. Approval of award of \$5,000 for the PY 22-23 Small Business Grant to Destiny Therapeutic Service, LLC.
- k. Approval of proposal from Beemats, New Smyrna Beach, FL, in the amount of \$171,072.00 for the annual harvesting, maintenance, and re-nourishment of vegetated mats at the Indian Hills Recreation Area.
- l. Approve the purchase of streetlights and associated streetlighting materials from FPUA at a cost of \$200,000.00 to be utilized within the limits of the Ohio Avenue Roadway Reconstruction project extending between U.S. Highway 1 and 11th Street.

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

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 23-054 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

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

ORDINANCE NO. 23-054

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

City Manager Nick Mimms explained that this is a continuance of the Economic Development Incentive Program within the boundaries of the FPRA and recommended that the program continue.

The Commission commented on community support, the need for County involvement, specifically to bring development in the urban core, and what the City can do to increase redevelopment.

Mr. Mimms commented that the City can aggressively promote the program, and seek County participation, as the infrastructure is here.

Commissioner Jeremiah Johnson suggested addressing the issue based on the district versus the entire CRA.

Commissioner Broderick commented on a proposal to the County asking for their involvement.

Mayor Hudson commented on County involvement with impact fees and Legislative justification for impact fees.

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance No. 23-054.

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, submitted by property owner and applicant Devin Wheaton, to build a 13,000 square-foot office/shop space for Treasure Coast General Contractor business located at 2006 Hartman Road, more specifically at Parcel ID: 2417-332-0005-000-1.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Sara Hedges, 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 – No

Commissioner Arnold Gaines – No

Commissioner Curtis Johnson Jr.- No

Commissioner Jeremiah Johnson – (Visited site and spoke with the applicant)

Mayor Hudson – No

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

Staff Presentation:

Ryan Altizer, Senior Planner, presented the application for a Site Plan, Development, and Design Review for 2006 Hartman Road.

RECOMMENDATION:

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Site Plan (Development and Design Reviews), 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 Certification of Occupancy is approved for the site.

Questions of Staff:

Commissioner Broderick inquired on the landscape package and commented on the excitement for the project.

Applicant Questions of Staff:

Devin Wheaton had no question of staff.

Question of the Applicant:

None

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

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

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

Passed

- c. Legislative Hearing - Ordinance 23-055 - Review and approval for a voluntary annexation by property owners Daniel and Janica Jules of three (3) parcels at the South east corner of Totten Road and Rhode Island Avenue, more specifically at Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. FIRST READING

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

ORDINANCE NO. 23-055

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (3) PARCELS AT OR NEAR EAST OF TOTTEN ROAD AND SOUTH OF RHODE ISLAND AVENUE JUST NORTH OF OKEECHOBEE ROAD, PARCEL IDS: 2417-331-0003-000-4, 2417-331-0005-000-8 AND 2417-331-0004-000-1, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; 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. FIRST READING

Ryan Altizer, Senior Planner, presented the application for a voluntary annexation at the Southeast corner of Totten Road and Rhode Island Avenue.

RECOMMENDATION:

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed annexation.

Questions of Staff:

Commissioner Jeremiah Johnson inquired if the property is adjacent to a platted right of way to the north, and the condition of the infrastructure. Mr. Altizer noted the street adjacent to the property and clarified that there is no infrastructure presently.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 23-055.

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

Passed

- d. Quasi-Judicial Hearing - Ordinance 23-056 - Review and approval of a Zoning Map Amendment by applicant Franco Prado to change the zoning of one (1) parcel of land from Residential Single-Family - Three Units Per Acre, E-3, to Planned Development, PD at 1038 S. 37th Street, more specifically at Parcel ID: 2417-213-0001-000-7 - FIRST READING.

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

ORDINANCE NO. 23-056

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 1038 S. 37TH STREET CONTAINING APPROXIMATELY 5.28 ACRES OF LAND, MORE OR LESS, FROM RESIDENTIAL SINGLE-FAMILY – 3 UNITS PER ACRE (E3) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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 – No
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – (Residents and site visit)
Mayor Hudson – No

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 a Zoning Map Amendment at 1038 S. 37th Avenue.

RECOMMENDATION:

Staff's recommendation is for City Commission to vote APPROVAL of the Zoning Atlas Map Amendment, with two (2) conditions:

1. A Final Plat is needed to subdivide the parcel into the proposed lots of the PD.
2. The 11 conditions of development placed in the corresponding Ordinance also must be met as conditions for this rezoning.

Questions of Staff:

The Commission requested clarification on the proposed property as PD, development perimeters, density bonuses, E3 zoning, home type in the surrounding area, lot layout.

Mr. Altizer explained the 60 feet residential lot width, they comply with PD zoning with the conditions presented, and the developers plan for the proposed number of homes based on the lots.

Mr. Freeman explained that this is Plan Development, a conceptual plan, and that the Commission must approve any changes; the density bonus applies subject to conditions and Commission approval with site plan approval, addressed

infrastructure including rights of way, and clarified infrastructure will be in plan development as this is not the approval of a site plan.

Sara Hedges, City Attorney, requested Municode 125-212 be presented for reference, clarification, and requirements.

Commissioner Jeremiah Johnson referenced the applicant's submitted application and proposal to determine the allowable density and plans to connect to the East.

Mr. Altizer confirmed that the Commission has the ability to make changes and that the site plan must be submitted for review as this is one part of the entire process.

Ms. Hedges clarified that this is for the rezoning of the proposed project.

Commissioner Broderick expressed his concern with moving forward.

Mr. Mimms expressed that Commission should not move forward with the application as there is not enough information to make an informed decision.

Ms. Hedges suggested that the applicant be heard and inquire if they consent to the item being pulled.

Applicant Questions of Staff:

Franco Prado, the applicant, explained the conceptual plan and his desire for duplex housing, not allowed in the current E3 zoning, communication with the planning department, and to be given the opportunity to present a site plan.

The Commission inquired as to the reason for a duplex, how the duplex will be divided for sale, infrastructure, the use of a duplex in a single-family area, and consideration of single-family homes only.

City Clerk Linda Cox requested clarification on the withdrawal of the application.

Ms. Hedges provided the options for the applicant.

The Commission addressed the many concerns with the proposed plan and made recommendations on moving forward.

Mr. Mimms restated that no decision can be made on this application as it is incomplete.

Mr. Prado requested an explanation of a continuance versus postponing the hearing.

Ms. Hedges explained continuance versus postponing the hearing and explained the next steps including providing a date certain of thirty days.

Mr. Mimms commented that thirty days would not be enough for the planning department.

Ms. Cox commented on the advertising requirements as this would be a new hearing.

Mr. Prado inquired on fees.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to withdraw acceptance, waive fees, and submit a new application with the required documents.

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

Passed

Commissioner Curtis Johnson commented on future planned development applications.

- e. Legislative Hearing - Ordinance 23-057 - An ordinance amending the code of ordinances of the City of Fort Pierce, Florida; amending the future land use map of the comprehensive plan to change the designation of property generally located at the northeast corner of Selvitz Road and Devine road and west of Christensen road, from low density residential, RL, to mixed use development, MXD.- FIRST HEARING

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

ORDINANCE NO. 23-057

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THREE (3) PARCELS GENERALLY LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (MXD) MIXED USE DEVELOPMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Vennis Gilmore, Assistant Planning Director presented the amending of the future land use property generally located at the northeast corner of Selvitz Road and Devine Road and west of Christensen Road.

RECOMMENDATION:

Staff recommends Approval of the request and transmittal of the Major Future Land Use Map Amendment to the Department of Commerce.

1. The subject parcel is adjacent to existing FLU Designations of I, Industrial, INST, Institutional, and RL, Low-Density Residential
2. Consistent with Section 125-136 of City Code & the Comprehensive Plan
3. Does not adversely affect the public health, safety, convenience, and general welfare.

Questions of Staff

The Commission inquired on the recommendation of approval, the advantage of the zoning change, right of ways, open space

Mr. Gilmore explained that the proposed plan is still low-density residential with the addition of light industrial and multi-family, right of ways, and open space.

Mr. Freeman requested the separation of future land use and zoning and explained concerns with future land use allowance and the intent of the development.

Mayor Hudson opened the public hearing.

Daniel Sorrow and Maria Ariaz Sanz, Cotleur & Hearing, presented the proposed change of land use.

Jill Sunderlin- posed concerns with the proposed change.

Amy Quade – posed concerns with the density change and wildlife.

Mickey Sigmon – posed concerns with the proposed change.

Comments from the Commission:

The Commission discussed future land use, state approval, and infrastructure,

requested an explanation of the mixed-use designation, and expressed concerns with mixed-use, traffic volume, connectivity, and the environment. In addition, the Commission commented that more information may be required to make an informed decision.

Mr. Freeman defined mixed-use designation and increased entitlement of a property, and that the County has requested requirements to infrastructure when the site plan becomes available.

Mayor Hudson closed the public hearing.

Ms. Hedges commented that this meeting can be recessed for additional information.

Mr. Sorrows asked that they be allowed to move to the quasi-judicial where more information will be presented and asked that they move forward for state approval.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 23-057.

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

NAY: Commissioner Jeremiah Johnson

Passed

- f. Quasi-Judicial Hearing - Ordinance 23-058 - An ordinance by the City Commission of the City of Fort Pierce amending the city's zoning atlas and establishing a zoning designation of planned development (PD) for three (3) parcels containing approximately 122.8 acres and being generally located at or near the northeast corner of Selvitz Road and Devine road and west of Christensen road in Fort Pierce, Florida; providing for a severability clause; repealing all ordinances or parts thereof in conflict herewith; and providing for an effective date.
Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - FIRST READING

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

ORDINANCE NO. 23-058

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE CITY'S ZONING ATLAS FROM (R-1) SINGLE-FAMILY LOW-DENSITY ZONE AND ESTABLISHING A ZONING DESIGNATION OF (PD) PLANNED DEVELOPMENT FOR THREE (3) PARCELS CONTAINING APPROXIMATELY 122.8 ACRES AND BEING LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD IN FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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 – Yes (Applicant)

Commissioner Arnold Gaines – Yes (Applicant, site visit, and emails)

Commissioner Curtis Johnson Jr.- Yes (Applicant, residents, site visit)

Commissioner Jeremiah Johnson – (Applicant, residents, site visit)

Mayor Hudson – Yes (Planning Board meeting)

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

hearing.

Vennis Gilmore, Assistant Planning Director presented amending the city's zoning atlas and establishing a zoning designation of planned development (PD)

RECOMMENDATION:

Staff recommends approval of the request with sixteen (16) conditions:

1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:

2. The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).

4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.

13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

Questions of Staff:

The Commission inquired on County involvement as it pertains to traffic, St Lucie County School connectivity, and infrastructure and posed concerns with the change from residential to industrial, bubble plan, whether the required information has been provided per code, and requested direction from Ms. Hedges on applicant participation moving forward.

Mr. Gilmore explained the County requirements, infrastructure, dedication of the right of ways,

Mr. Freeman commented to the applicant's investigation into school connectivity and explained the bubble concept/plan and code, the requirements of a site plan

Ms. Hedges referenced code section 125-212 sub-section C2 and its requirements, PD versus PUR designation.

Mr. Mimms commented that the proposed is a conditional approval of a conceptual plan and the possibility of changing code.

Questions of the Applicant:
None

Daniel Sorrow and Maria Ariaz Sanz, Cotleur & Hearing, presented the proposed use change to PD.

Commission questions of the Applicant:

The Commission inquired on access, connectivity, infrastructure, Devine Road access, and clarified traffic flow to the south or east and parcel location.

Mr. Sorrow addressed the question posed by the Commission.

Mayor Hudson opened the public hearing.

Jill Sunderlin – expressed concern with the proposed project.

Keith Burd – expressed traffic concerns.

Bill Sunderlin - expressed concern with the proposed project.

Mickey Sigmon – expressed concern with the proposed project.

Leslie Olsen – On behalf of Hope Commercial Closing and Energy Lane, pleased to see the proposed traffic flow and request a condition of approval requiring all trips to go through residential and not Energy Lane.

Mr. Sorrows commented on buffering, the additional requested condition of approval.

Mayor Hudson closed the public hearing.

Comments from the Commission:

The Commission commented on public concerns, Commission authority, traffic challenges, density with school, buffering, and open space.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 23-058 with (16) sixteen conditions and all residential traffic move through the southern entrance, and approval of site plan.

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

NAY: Commissioner Jeremiah Johnson

Passed

13. CITY COMMISSION

- a. Resolution 23-R54 reappointing Bob Burdge as an at-large member of the Parks Advisory Board.

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

RESOLUTION NO. 23-R54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 23-R54.

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

Passed

- b. Resolution 23-R55 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.
RESOLUTION NO. 23-R55

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE LEASE OF THE 4TH FLOOR OF THE SUNRISE CENTER, 310 ORANGE AVENUE, FORT PIERCE, FL, TO THE UNITED STATES OF AMERICA FOR TENANT, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mike Reals, Public Works Director, introduced Ken Krasnow, Collier, for the authorization of the lease of the fourth floor of the Sunrise Center.

The Commission inquired on the protection for the City during the build-out, can the City make adjustments to fit the budget, what is negotiable, the timeframe since the last tenant, how the City will recoup the construction cost, custodial services, current leaseholders' maintenance, lease terms, parking, security, and finance department overview.

Mr. Krasnow explained the protection for the City, C.P.I escalation per year as a fixed rate, options to account for overages,

Ms. Hedges explained the three options to account for overages and posed concerns with the lease, and no noted security protocol.

Mr. Mimms commented on custodial staffing and that the finance department had not viewed the proposal as that is the responsibility of our broker.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines

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

NAY: Commissioner Michael Broderick, 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.

Ekrem Uzman

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms- Commented on Mr. Uzman’s project.

City Clerk Linda Cox – No comment

City Attorney Sara Hedges – No comment

16. COMMENTS FROM THE COMMISSION

No 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.

Mayor Linda Hudson adjourned the meeting at 11:30 P.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm

6. a.

Meeting Date: 11/06/2023

Re: Nurse Practitioner Week

SUBJECT:

Nurse Practitioner Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Nurse Practitioner Week

Form Review

Form Started By: Latoya Ransom

Started On: 09/13/2023 01:01 PM

Final Approval Date: 09/13/2023



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

- WHEREAS,** Nurse practitioners are trusted providers of healthcare in our Treasure Coast Community; and
- WHEREAS,** Nurse practitioners work to expand healthcare access in underserved communities, promote health equity, and improve health outcomes; and
- WHEREAS,** Patients rely on over 355,000 licensed nurse practitioners in the US, including 21,000 in Florida and nearly 1,800 on the Treasure Coast, to diagnose, manage, and treat their chronic and acute health conditions; and
- WHEREAS,** Nurse practitioners provide high-quality primary, acute, and specialty health care services while emphasizing health promotion, disease prevention, health education, and counseling, guiding patients to make smarter health and lifestyle choices every day; and
- WHEREAS,** The confidence that patients have in nurse practitioner-delivered healthcare is evidenced by the more than 1 billion visits made annually to nurse practitioners across the country; and
- WHEREAS,** More than five decades of research demonstrate the high quality of care provided by nurse practitioners; and
- WHEREAS,** Leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association, and Federal Trade Commission, have recognized the benefits of providing patients with full and direct access to care delivered by nurse practitioners; and
- WHEREAS,** Nurse practitioners serve as the providers of choice for many and play a pivotal role in the health and welfare of our communities. and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 12-18, 2023 as:

Nurse Practitioner Week

in the City of Fort Pierce and are proud to recognize and honor the countless contributions nurse practitioners have made over the past half-century and will continue to make on behalf of the health and well-being of citizens in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of November 2023.

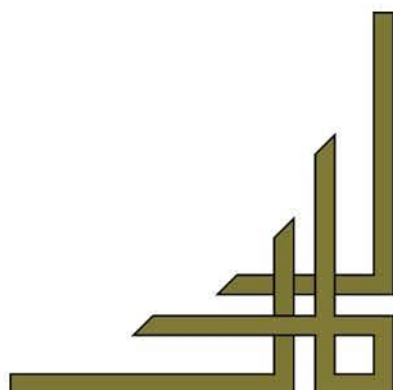
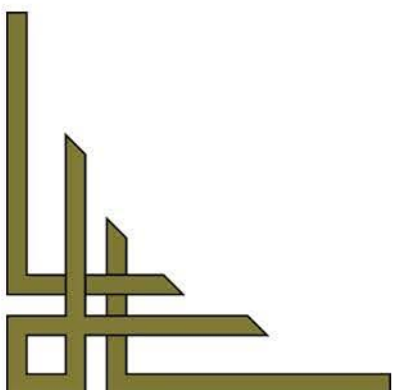
MAYOR/COMMISSIONER





CITY OF FORT PIERCE, FLORIDA

PROCLAMATION



City Commission Regular Meeting - 5:05 pm

6. b.

Meeting Date: 11/06/2023

Re: National Apprenticeship Week

SUBJECT:

National Apprenticeship Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

National Apprenticeship Week

Form Review

Form Started By: Latoya Ransom

Started On: 10/31/2023 03:32 PM

Final Approval Date: 10/31/2023



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

WHEREAS, National Apprenticeship Week is celebrating its 9th anniversary of raising awareness of the vital role registered apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in Fort Pierce and across the nation; and

WHEREAS, Registered apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs; and

WHEREAS, the City of Fort Pierce recognizes the role of registered apprenticeships in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals, and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, the City of Fort Pierce recognizes Registered Apprenticeships, a proven and industry-driven training model, is a key strategy to improving job quality, and creating access to good-paying, family-sustaining jobs for all, starting with youth and young adults, while addressing some of our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim November 13-19, 2023 as:

National Apprenticeship Week

in the City of Fort Pierce and the vital role Registered Apprenticeships play in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of November 2023.

MAYOR/COMMISSIONER



City Commission Regular Meeting - 5:05 pm

6. c.

Meeting Date: 11/06/2023

Re:

SUBJECT:

Hibiscus Park Crime Watch and Neighborhood Association donation to the City of Fort Pierce holiday lighting effort.

Form Review

Form Started By: Linda Cox

Started On: 10/19/2023 02:17 PM

Final Approval Date: 10/19/2023

City Commission Regular Meeting - 5:05 pm

11. a.

Meeting Date: 11/06/2023

Re: RFQ 2023-055 Noise, Acoustic, and Sound Consulting Services

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

SUBJECT:

Approval of authorization for staff to enter into contractual negotiations with the highest ranked proposer pursuant to the review of qualifications and proposals associated with RFQ 2023-055 Noise, Acoustic, and Sound Consulting Services.

SUMMARY:

As Fort Pierce continues to grow attracting a mix of residential, business, commercial, industrial, and special entertainment to our neighborhoods, downtown and beach environments, the need has emerged to establish citywide standards for managing noise levels and providing standards consistent with the special zones and their competing uses. The City has sought a qualified acoustic consultant to develop a city-wide noise analysis to identify noise contours, develop standard for measuring sound, and enforcing violations. The completed study will also be used to propose updates to Chapter 26 – Offenses and Miscellaneous Provisions, Article II - Noise of the City’s Code of Ordinances.

RFQ 2023-055 Noise, Acoustic, and Sound Consulting Services was issued on July 28, 2023 and sent to 419 vendors. Three (3) responses were received by the deadline of August 28, 2023. The evaluation committee met on October 10, 2023 to evaluate the proposals in accordance with the information detailed in Section V – Statement of Work pg.16, Evaluation Criteria. The committee reviewed and scored the responses with respect to the Firm's Qualifications in Providing Noise, Acoustic, and/or Sound Consulting Services; the Consultant’s experience; Understands the scope of the project; Approach to Scope of Work; References provided by prior Project Owners; and Total Project Cost.

The cumulative scores are listed below:

Cross Spectrum Acoustics	288
Veneklasen Associates, Inc.	261
Auxia Design, LLC	216

Maximum points possible: 300

RECOMMENDATION:

Authorize staff to initiate negotiations with the highest ranked proposer.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Purchasing Division
Evaluation Committee:
Deputy Chief Robert Ridle, Fort Pierce Police Department
Kev Freeman, Planning Director
Peggy Arraiz, Director of Community Response

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: TBD
Amount: TBD

OTHER INFORMATION:


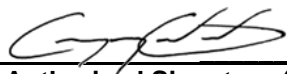
N/A

Attachments

Proposal - Auxia Design LLC
Submittal - Cross Spectrum Acoustics
Submittal - Veneklasen Associates, Inc.
Bid Tabulation Memo
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore-Wells	10/25/2023 03:44 PM
City Manager	Nick Mimms	10/26/2023 02:02 PM
City Manager	Nick Mimms	10/26/2023 02:02 PM
Form Started By: Audria Moore-Wells		Started On: 10/18/2023 10:33 AM
Final Approval Date: 10/26/2023		

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p align="center">CITY OF FORT PIERCE</p>  <p align="center">REQUEST FOR QUALIFICATIONS and QUALIFICATIONS ACKNOWLEDGMENT</p>
<p>Bid Writer: LaTonya Hubbard, 772-467- 3102</p>	<p>RFQ No: 2023-055</p>
<p>Pre-Proposal Conference Date: N/A</p>	<p>RFP Title: NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES</p>
<p>Pre-Proposal Location: N/A</p>	<p>RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>RFQ Due Date & Time: 3:00 PM, MONDAY, AUGUST 28, 2023</p>	<p>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.</p>
<p>Proposer Name: Auxia Design LLC</p> <hr/> <p>Mailing Address: 521 Thorn Street, Unit 358</p> <hr/> <p>Sewickley, PA 15143</p> <hr/>	<p><i>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.</i></p> <p>X  _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Sewickley, PA 15143</p>	<p>Typed or Printed Name: Gregory Coudriet</p>
<p>Type of Entity (Select one): Corporation Single Member Partnership LLC, with S-Corp Proprietorship tax status</p>	<p>Title: Principal Consultant, Owner</p>
<p>Incorporated in the State of: 2022 Year: PA</p>	<p>Delivery in 360 days, ARO</p>
<p>Phone Number: 412-324-6075</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: N/A</p>	<p>FEIN or SS Number: 88-2714314</p>
<p>E-Mail Address: greg.coudriet@auxiadesign.com</p>	<p>Local Business: ___Y <input checked="" type="checkbox"/> N MWBE: ___Y <input checked="" type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p align="center">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



QUALIFICATIONS FOR:

Noise, Acoustics, and Sound Control Consulting Services

PRESENTED TO:

Audria Moore-Wells
Special Projects Coordinator



City of Fort Pierce
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480

August 28, 2023



TABLE OF CONTENTS

01 Executive Summary.....	1
02 Experience & Qualifications	3
03 Subcontractors	6
04 Approach to Scope of Work	6
05 Project Schedule.....	9
06 Project Budget	10
07 References.....	11
08 Appendix (Executed Forms, Resumes, COI, Additional Information).....	12

EXECUTIVE SUMMARY

Auxia Design is delighted to express interest in providing noise, acoustic, and sound consulting services to the City of Fort Pierce. Our firm is a multidisciplinary acoustic consulting firm that was founded to engage with clients seeking straight-forward and practical advice on complex topics. Our team leverages state-of-the-art modeling software, measurement equipment, and analysis techniques to deliver comprehensive and customized acoustic assessments and solutions for each project. We pride ourselves on our stakeholder collaboration, client communication, practicality, and our exceptionally wide knowledge base, spanning numerous acoustic topics.

We're intrigued by the diverse range of acoustical considerations that need to be considered to successfully perform this project. Given the City of Fort Pierce's wide range of goals for this project, it's evident they'll need a well-qualified acoustic partner who is well-versed in a broad range of acoustic topics to successfully fulfill this contract. We believe that partner is Auxia Design.

01 KEY PERSONNEL

Our efforts on this project will be led by Principal Consultant Greg Coudriet, who brings 20 years of acoustic consulting experience across a broad range of project types. As the former director of a large national acoustic consulting practice, he brings a broad perspective on delivering acoustical consulting services and project management for a wide range of acoustic topics, project sizes, and clients. His portfolio includes an extensive list of successful environmental noise studies and projects completed for city and county governments. His past experience also includes a number of projects in the State of Florida, and he is currently working on a residential project in South Daytona Beach, FL.

FIRM DETAILS

Auxia Design LLC

521 Thorn Street, Unit 358
Sewickley, PA 15143

Phone: 412-324-6075

Email: info@auxiadesign.com

<https://auxiadesign.com>

Single-member LLC /w S-Corp Status

PRIMARY CONTACT

Greg Coudriet, INCE Brd. Cert. LEED AP
BD+C

Principal, Owner

521 Thorn Street, Unit 358
Sewickley, PA 15143

Phone: 412-259-3237

Email:

Greg.Coudriet@AuxiaDesign.com

Greg is an INCE Board Certified acoustician, co-chair of INCE's Building Acoustics Technical Committee, and a member of reputable organizations like the National Council of Acoustical Consultants (NCAC) and the Acoustical Society of America (ASA). He remains committed to staying up to date with the latest industry trends, research, and best practices. Greg's dedication to continuous learning and professional development ensures that Auxia Design remains at the forefront of acoustic innovations.

Greg is Auxia Design's primary contact for this submission, and he is authorized to negotiate on behalf of the firm. Though he works nationally, Greg is located in Auxia Design's sole office in Pittsburgh, PA.

02 FIRM BACKGROUND

Auxia Design was founded in June 2022, with a client-centric approach, emphasizing excellent communication, technical accuracy, and a practical outlook on the complex field of acoustics. We pride ourselves on beginning each project by seeking a deep understanding of our client's concerns, goals, and priorities, including budget and schedule constraints. Where appropriate, we help our clients assign measurable criteria to each goal to inform design decisions and confirm that project goals have been met. Our firm employs comprehensive project management software and processes to ensure all project tasks are completed on time and on target.

Auxia Design LLC is registered in Pennsylvania. We do not believe that it is necessary to be registered as a business in the State of Florida in order to complete the requested scope of work, beyond any contracting requirements that the City may require. If required, we are committed to registering as a Foreign LLC in the State of Florida prior to commencing work on this project. There was insufficient time to do this prior to the proposal submission date. Our efforts for this project will originate from our sole office in Pittsburgh, Pennsylvania.

03 PROPOSAL SUMMARY

The RFP describes the need for a comprehensive and multifaceted noise study to understand existing noise levels and improve the City's regulation, enforcement, and response to noise generation across a dynamic and growing community. We propose to address these considerations in 3 phases:

- A. **Kickoff and Study Development:** Perform a detailed review of the City's existing noise regulations, zoning plans, and projected growth. Collaborate with stakeholders to discuss existing noise issues affecting the City and discuss goals, approaches, and logistics for the noise study. Work with stakeholders to develop a plan for the noise study.
- B. **Technical Discovery and Assessment:** Develop and execute a noise monitoring program to measure noise levels in representative locations throughout the city. Review the City's plans for projected development and future growth and other relevant data. Submit a detailed assessment report presenting our findings, including the City's current challenges, an assessment of current noise ordinances, existing noise levels, and projections for future noise levels. Present the assessment results to the City.
- C. **Recommendations and Solutions Development:** As appropriate for the City's goals, develop and coordinate recommendations, including updates to the City's existing noise ordinances, enforcement guidelines, methods to address problematic noise issues, and guidance on solutions that may need to be undertaken by property owners.

Ultimately, the best approach to solve the City's current needs must arise from in-depth discussions with stakeholders to define the City's objectives and desired outcomes. The Approach to Scope of Work section in this proposal describes one possible approach based upon the Statement of Work in the City's RFP; however, this approach will need to be refined after appropriate stakeholder discussions have occurred.

04 ADDITIONAL INFORMATION

The attached RFQ response has been prepared to expand upon our qualifications and approach for the City of Fort Pierce. We welcome the opportunity to discuss your acoustic requirements further and answer any questions you may have. As the sole owner of Auxia Design, Greg is the primary person authorized to execute contracts on behalf of our firm. Auxia Design is a fully independent consulting firm, solely concerned with our client's interests. We do not derive any revenue from the specification, sale, or installation of acoustic products or solutions, nor do we have any affiliation with any entity that does. Auxia Design and our staff would not have any conflicts of interest regarding this contract. Greg Coudriet is authorized to negotiate on behalf of Auxia Design. This proposal represents a binding 120 day offer.

In conclusion, with a proven track record of successful acoustic projects and a commitment to excellence and innovation, Auxia Design is well-equipped and qualified to assist the City of Fort Pierce in assessing their current noise issues and improving their approach to addressing noise considerations and enforcement now and in the future. We are confident in our ability to deliver exceptional results and contribute to the success of your projects. Thank you for considering Auxia Design. We look forward to the possibility of working with the City of Fort Pierce.

EXPERIENCE AND QUALIFICATIONS

EXPERIENCE



Principal Consultant and Founder, Greg Coudriet has over 20 years' experience in architectural acoustics, environmental noise, general noise control, industrial noise control, and building vibration. Greg founded Auxia Design in 2022 out of a desire to serve our clients and contribute to projects that make the world a better place. His portfolio includes an extremely broad range of acoustic consulting projects, encompassing small noise control assignments to a \$900M research facility. Greg holds an MSME in Acoustics (Master of Science in Mechanical Engineering – Acoustics) and a BSE in Acoustics and Music (Bachelor of Science in Acoustics and Music). He is Board Certified by the Institute of Noise Control Engineering (INCE), which is the highest level of certification in the acoustical consulting industry. Additionally, Greg is the co-chair for INCE's Building Acoustics Technical Activities Committee.

SUSTAINABILITY



Auxia Design is committed to limiting our carbon footprint and applying sustainable business practices wherever possible. Our approach to noise studies includes the use of state-of-the-art equipment and technologies that allow our firm to remotely measure and monitor acoustic conditions across the country, limiting unnecessary travel. Our team leverages virtual communication platforms to stay in communication with clients and further limit unnecessary travel. Finally, principal Greg Coudriet, maintains LEED AP BD+C certification through the US Green Building Council and brings advanced knowledge of sustainable practices to each project.

OUR TEAM



As the Principal-in-Charge for this contract, Greg will be responsible for lead acoustic design responsibilities, client communication, project management, quality assurance, and ensuring all deliverables are on time and on target.

Greg has successfully delivered projects throughout the US and Canada, including projects in Florida, Georgia, Oregon, Alaska, the Bay Area, and Calgary. This experience has taught him the importance of regional codes and standards, while exposing his clients to a national perspective on acoustic regulations, designs, and project approaches.

Key team members will not be removed or reassigned without prior approval of the City.

PROFESSIONAL LICENSING



To our knowledge, there are no licenses or certifications required to provide acoustic consulting services in the State of Florida. That said, Auxia Design's membership with the National Association of Acoustical Consultants (NCAC) and Greg Coudriet's INCE Board Certification both require the highest technical veracity and adherence to a strict code of professional conduct. We are currently engaged in project work in Florida and do not believe that it is necessary to be registered with the State to work on acoustical consulting projects; however, if required by the City of Fort Pierce, we are happy to register as a Foreign LLC. Due to Florida requiring a paper submission, that process was not completed prior to submission.

MBE/WBE Outreach Program



As an Small Business Enterprise (SBE), we recognize the many challenges that different businesses face. We're committed to leaving the industry better than we found it and that includes understanding our part in engaging diverse businesses wherever possible. If there's any opportunity to use subconsultants throughout this project, we'll work with the City of Fort Pierce to identify well-qualified diverse businesses to engage during the project. Additionally, we have met and worked with several diverse businesses throughout the US and continue to prioritize engaging with new, diverse firms.

PROJECT EXPERIENCE

SEA VIEW APARTMENTS Apartment Buildings

South Daytona, FL

Design solutions addresses residential acoustic considerations for two 6-story apartment buildings home to 440 apartments, parking structure, clubroom, gaming area, lounge/café, theater, study center, fitness/wellness spaces, and gray-box space for a future restaurant. The project focuses on understanding noise generated from neighbors, building systems, elevators and other noise sources and designing solutions to reduce excessive noise and provide a high-quality residence with acoustic environments that support the health and wellbeing of residents.



SAN FRANCISCO VA MEDICAL CENTER | Building 41 Vivarium Acoustics Remediation

San Francisco, CA

The Building 41 veterinary medical unit at the San Francisco VA has remained unoccupied since it's completion due HVAC noise levels that exceeded NIH requirements for animal holding rooms. This deficiency was largely due to deviations between the original contract drawings and as-built conditions; however, these abnormalities occurred behind an inaccessible ceiling and prior efforts by other firms incorrectly diagnosed the issues and failed to develop appropriate remediation measures. Auxia Design performed onsite noise assessments, identified the causes of the excessive noise, and worked with stakeholders to develop remediation measures.



Project Reference: Kailen Collette

US ARMY, DETROIT ARSENAL | Ground Transportation Equipment Building

Detroit, MI

The Ground Transportation Equipment Building for the Detroit Arsenal includes a high-bay testing laboratory containing extremely loud testing and support equipment, such as shaker tables, 6-DOF dynamic testing units, and hydraulic pumps. Auxia design has engaged with the project team to develop noise and vibration control solutions to prevent this equipment from adversely affecting occupants of an adjacent control room and office suite. The acoustical design was developed to comply with requirements in the Unified Facilities Criteria - UFC -3-450-01 Noise and Vibration Control.



Project Reference: Mark Benham

UPMC MONTIFIORE | Radiopharmacy
Pittsburgh, PA

This unique facility renovation houses 3-cyclotrons to produce radiopharmaceuticals onsite and includes a vertical addition in the hospital's southwest corner. The new facility design considers environmental noise emissions from its rooftop equipment and emergency generator. Auxia Design is currently undertaking a comprehensive environmental noise study to ensure that this outdoor equipment does not impact adjacent residences or exceed local noise ordinances. The acoustic design effort includes extensive environmental noise monitoring and modeling.



SUBCONTRACTORS

We do not plan to employ any subcontractors to complete this project.

APPROACH TO SCOPE OF WORK

The Statement of Work in the City's RFP describes the need for a comprehensive and multifaceted noise study to understand existing noise levels and improve the City's regulation, enforcement, and response to noise generation across a dynamic and growing community. Ultimately, the best approach to satisfy these goals must arise from in-depth discussions with stakeholders to define the City's objectives and desired outcomes. In our opinion, this is the only way to ensure a study that fully satisfies the City's needs. The following scope of work describes one possible approach based upon the RFP's Statement of Work; however, this approach will need to be refined after appropriate stakeholder discussions have occurred.

A. KICKOFF AND STUDY DEVELOPMENT

1. Review the City's zoning plans, current noise regulations, and growth projections.
2. Meet with stakeholders to discuss issues affecting the City, including their ability to regulate noise and address resident complaints. Discuss specific goals, approaches, and logistics for the study.
3. Submit a detailed plan to complete the noise study for review and approval by the City. Present the noise study plan to stakeholders. Revise the plan as needed.

B. TECHNICAL DISCOVERY AND ASSESSMENT

1. Develop and execute an onsite noise monitoring program to establish noise levels in representative locations throughout the city. The specific quantity, placement, and duration for each measurement location will be highly dependent on the City's budget and objectives. As a baseline for this proposal, we assume that sufficient information can be gathered by monitoring noise levels for 2-weeks at 20 locations across the city, focusing on the City's downtown and entertainment districts.

- Meet with stakeholders to tour representative testing locations and problem areas. Observe these locations at times of peak activity.
 - Submit a testing plan indicating testing locations for review and approval by the City.
 - Install noise monitoring stations at selected locations. We envision testing 5 locations simultaneously for 2-weeks, then relocating the equipment to 5 subsequent locations until all 20 locations have been monitored for 2-weeks (8-weeks total).
 - Analyze the results of the onsite testing.
2. Review the City's plans for projected development and future growth and other relevant data.
 3. Submit a detailed assessment report presenting our findings, including the City's current challenges, an assessment of current ordinances, existing noise levels, and projections for future noise levels.
 4. Meet with stakeholders to review the results of the assessment report. Provide one revision as needed, based on stakeholder feedback.

C. RECOMMENDATIONS AND SOLUTIONS DEVELOPMENT

Develop and coordinate recommendations for the City to address the following topics:

1. Modifications to the City's existing noise ordinances, potentially referencing model noise codes and successful aspects of noise codes from peer cities.
2. Procedures and metrics for addressing overall noise levels and low-frequency (bass) sound emanating from residential, commercial, and industrial areas.
3. Noise regulation approaches that consider relative ambient noise levels.
4. A general exploration of building envelope enhancements; however, it is our experience that an appropriate noise code will set noise limits where most citizens with a reasonable temperament will not be disturbed in typically constructed homes, places of work, or outdoors, with some variance based on their proximity to areas of high activity and overall ambient noise levels. Properties that exceed these limits are then required to make the necessary provisions to meet these reasonable limits. The nature of these provisions will vary greatly based on the noise source, its proximity to residential properties, and the construction of each building, etc. It is rare for the authority having jurisdiction, such as a city, to prescribe specific building upgrades. That said, we will offer some perspective on how properties may be affected by changes to the City's noise ordinance.
5. Present draft recommendations for consideration and stakeholder discussion.
6. Coordinate with stakeholders to determine a final recommendation to be undertaken by the City.
7. Submit a report presenting our final recommendations.

D. ADDITIONAL SERVICES

The RFP states that this proposal should include additional services that may be deemed necessary by the City. Given the open nature of these additional services, the ideal approach would obviously depend on the City's objectives for those services. These additional services could include:

- Assistance in developing official revisions to the City's noise ordinance
- Environmental noise modeling
- Preparation of reports and other materials for presentation to the public
- Attendance at public meetings

FIRM PHILOSOPHY



While each project is unique, we believe that all successful projects must include the approaches described below.

- // FOCUS ON OUR CLIENTS** We begin each assignment by listening intently to our client’s needs. We work with stakeholders to develop an appropriate approach and scope of work to accomplish their project objectives. Wherever possible, we tie each project’s acoustic goals to clear and measurable metrics and outcomes.
- // BE COMPREHENSIVE** We seek to gain a comprehensive understanding of all project requirements. While we’re obviously concerned with each project’s acoustic requirements, we give equal priority to our client’s budgets, schedule, resources, and other project considerations including aesthetics, durability, maintenance, flexibility, and future planning. As a core tenet of Auxia Design, we believe that acoustic solutions cannot be successful if it does not consider all of our client’s needs and goals.
- // COLLABORATE** We believe in deep collaboration with stakeholders and design partners. It’s simply not possible to deliver acoustic consulting services without stakeholder input and coordination with other project team members including architecture, engineers, and cost estimators.
- // LEAD** We remain highly engaged through the duration of each project to ensure that all team members understand our process, next steps, and project responsibilities. Our role is to lead our clients through the process of making informed decisions about complex acoustic topics.
- // SIMPLIFY** We provide our clients with clear and concise deliverables that allow stakeholders to make informed decisions. While we rely on a broad depth of technical knowledge and practical project experience, we are experts at distilling complex technical considerations into easily understood concepts. We do not lead with overly technical explanations and do not believe that our clients need to become acoustical experts to achieve their project goals. That said, we’re well versed at producing comprehensive technical reports when needed for forensic applications.

**// LEVERAGE
TECHNOLOGY**

As needed, we support and inform our design efforts using state-of-the-art acoustic measurement techniques, environmental noise monitoring, and acoustic modeling capabilities. These technologies allow us to illustrate complex acoustic considerations, such as sound propagation and environmental noise. Further, these tools can be used to allow stakeholders to see and hear the impact of acoustic design options prior to construction.

Our approach to past projects generally follows the principles described above. We regularly come across projects with unique acoustic issues and project constraints. We always return to the basics: Understand our client’s needs, work with them to explore a range of approaches and solutions, describe the cost and benefit of each concept, and help them determine what direction to pursue. Where needed, we leverage acoustic measurements, environmental noise monitoring, auralization, and acoustic modeling to inform stakeholder decision making. From there, we finalize the details of the chosen approach in a clear and concise manner. Finally, we verify that the project objective and goals have been achieved upon completion of the assignment.

PROJECT SCHEDULE

As with the project approach, the project timeline will be highly dependent on the City’s goals, particularly surrounding the noise monitoring program. We propose one possible schedule below; however, we intend to work with the City to establish appropriate and realistic time frames to meet their objectives. A comprehensive project schedule would be developed based on our initial meetings with stakeholders. This schedule would include project phasing, schedules, major project milestones, and key dates.

POSSIBLE PROJECT SCHEDULE

	Duration	Total time from City’s Notice to Proceed
Kickoff and Study Development	80 days	80 days
Technical Discovery and Assessment	120 days	200 days
Recommendations and Solutions Development	160 days	360 days

The above timeframes are estimated and will likely depend on the City’s schedule, availability, and their objectives.

Our firm tracks all project tasks, milestones, and deliverables in a cloud-based project management platform, which ensures that all aspects of the project are completed on schedule. This same platform provides us with a detailed picture of staff workloads to ensure proper time is given to each project.

Our firm has sufficient capacity to complete this study. Auxia Design is a growing firm, and we are committed to hiring at least 1 additional senior staff member in the next 6 months to lend additional support to our efforts on this project. Principal acoustician, Greg Coudriet, will remain fully engaged for the duration of the project. He will retain primary responsibility to lead the acoustic design efforts, client communications, project management, quality assurance, and ensuring all deliverables are on time and on target.

PROJECT BUDGET



Please provide a project budget, which would include the overall budget for the project and the itemized budget for each task, as outlined in this RFP. Include the level of effort for each staff person and billing rates for each person. Identify loaded hourly rates that include all costs, including incidental costs, such as travel, gas, per diem, lodging, etc.

The fees presented below are based on the approach and schedule described in this proposal. These fees are highly dependent on several factors that will require more detailed conversations with stakeholders to define the project's specific goals and objective. As such, they are subject to change based on any refinement to the scope of work that may occur prior to execution of a contract. Of particular note is the duration and number of locations that will be included in the noise measurement program.

<u>PROJECT PHASE</u>	<u>PROJECT FEE</u>
Kickoff and Study Development	\$ 38,200
Technical Discovery and Assessment	\$ 131,900
Recommendations and Solutions Development	\$ 67,800
Total for All Services Described Herein	\$ 237,900

The fees above are inclusive of project travel expenses, which will adhere to standard GSA per diem rates for lodging, meals, and incidentals.

HOURLY RATES

PROJECT ROLE	HOURLY RATE
Principal-In-Charge	\$ 225
Principal Acoustical Consultant	\$ 205
Senior Acoustical Consultant	\$ 175
Acoustical Consultant	\$ 155
Administration	\$ 65

ADDITIONAL TERMS & CONDITIONS

- A. All services not explicitly described in this proposal will be considered as additional services, which will be completed for an additional negotiated fee.
- B. Invoice Payment Terms: Net 30 days upon receipt or per the terms of the prime agreement.
- C. Exclusions: All services not explicitly described in this proposal will be considered additional services, which will be completed for an additional negotiated fee, including but not limited to changes to the project scope, schedule, and objectives after the execution of a contract with the City.
- D. Additional fees may be requested for remobilization and cost increases if the project is placed on hold for a period of more than 6 months.
- E. All deliverables will be submitted electronically.

REFERENCES

Refer to the City's Reference form attached to this proposal and the project descriptions in the Experience and Qualifications Section above.



Appendix



CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in proposal documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in proposal documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you include a list of all materials and equipment to be used in providing the service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Workplace form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal envelope is marked accordingly	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disregard, if you are going to utilize the electronic submission option.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH PROPOSAL  _____



CITY FORT PIERCE

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

RFQ NO. 2023-055

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** “Conducting an analysis of sound activity citywide” implies the desire to perform sound measurements throughout the city. To that end, do you have a map showing the exact limits of where you want such a survey to take place?

ANSWER: **Map is attached.**

2. **QUESTION:** Note that for a sound survey to be most informative, it would be best to deploy instrumentation for a number of days, if not weeks. Such equipment would need to be mounted and secured to safe structures such that they are not damaged. Would the city take a role in identifying those locations as well as facilitating with deployment and retrieval of the equipment?


ANSWER: **Yes**

3. **QUESTION:** We could provide only general guidelines “regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment” as part of our deliverable for this project but specific recommendations would need to be made on a case-by-case basis. Given we do not know the specifics of each venue or residential property, specific recommendations could only be given as an additional service beyond the scope of our proposal. Is this amenable to the city?

ANSWER: **I cannot confirm or deny that the City will be agreeable. This proposal is configured as per the proposer’s discretion.**

All other conditions of this bid remain the same.

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

Signature: 
Manual

Signature: Greg Coudriet
Typed or Printed

Company Name: Auxia Design, LLC

Address: 521 Thorn Street, Unit 358
Sewickley, PA 15143

Date: August 28, 2023

/lh

Attachment: City Commisioner's District Map



REFERENCES

RFQ NO. 2023-055 NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name VAMC San Francisco	Name US Army Ground Transportation Bldg
Contact: Kailen J. Collette, P.E. MBA	Contact: Mark Butler
Address: 4150 Clement St.	Address: 6501 E. 11 Mile Road
San Francisco, CA 94121	Warren, MI 48397
Telephone: 406.461.4793	Telephone: 314.315.8613
Email: Kailen.collette2@va.gov	Email: Mark.Butler@benham.com
Name	
Contact:	
Address:	
Telephone:	
Email:	



DRUG~FREE WORKPLACE FORM

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

Proposer's Signature

August 28, 2023

Date



Greg Coudriet

Principal Consultant | Founder



Greg is an expert in acoustical design, testing, and modeling, with a strong passion for design and collaboration. Throughout his career, he has sought to create acoustic environments that support the design and construction of high-performance buildings that are healthful, affordable, and environmentally-sound. He's consulted on hundreds of designs that address architectural acoustics, sound isolation, building system noise control, environmental noise control, and vibration control for academic buildings, healthcare facilities, media production complexes, mixed-use developments, multi-family dwellings, student housing, institutional projects, corporate offices, industrial facilities, and performing arts venues.

EDUCATION

University of Hartford, College of Eng.
BSE—Acoustics and Music | 2003

Boston University, College of Eng.
MSME—Acoustics | 2004

CREDENTIALS

Institute of Noise Control Engineering

- ▲ Board Certified
- ▲ Co-Chair of the Building Acoustics Technical Activities Committee

US Green Building Council

- ▲ LEED AP BD+C

Acoustical Society of America (Member)

PRIOR EMPLOYMENT

NV5 (Formerly The Sextant Group, Inc.)

- ▲ Principal | Director of Acoustics (2013 – 2022)
- ▲ Acoustic Consultant (2004 – 2013)

Notes:

¹ Principal / design lead oversight

² In design or CA, contributions prior to Auxia Design

³ Current Auxia Design Project

All projects completed prior to Auxia Design

REPRESENTATIVE PROJECTS

Sea View Apartments | South Daytona, FL³
Apartment Building

Savannah River National Lab | Aiken, SC
Environmental Noise Study

Valencia College | Orlando, FL
School of Arts and Entertainment Building

Textile Manufacturing Plant | Ringgold, GA
Environmental Noise Study

Daytona State College | Daytona Beach, FL
Building 320 Remodel and Renovation

Textile Manufacturing Plant | Ringgold, GA
Environmental Noise Study

Subway | Miami, FL
Miami Headquarters

Department of Veteran Affairs | San Francisco, CA
Building 41 Vivarium Acoustics Remediation

Eckerd College | St. Petersburg, FL
James Center for Molecular and Life Sciences

US General Services Administration | Youngstown, OH
Federal Courthouse Noise Study

Power Substation | San Clemente, CA
Environmental Noise Study

Georgia International Convention Center | Atlanta, GA
Expansion 1

Norfolk Public Library | Norfolk, VA
Slover Library

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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.
521 Thorn Street #358

6 City, state, and ZIP code
Sewickely, PA 15143

7 List account number(s) here (optional)

Requester's name and address (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	8	-	2	7	1	4	3	1	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶  Date ▶ **1/1/23**

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.

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

Auxia Design LLC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

Building Design Services

CERTIFICATION NUMBER: **552121-2022-07-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **07/21/2022**

EXPIRATION DATE: **07/21/2024**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped initial 'K'.

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717-787-1057
dos.pa.gov/BusinessCharities

Regarding: Auxia Design LLC
Request Type: Subsistence Certificate **Issuance Date:** November 07, 2022
Request No.: 004231619 **File No.:** 0007542722
Receipt No.: 000239243
Filing Type: Domestic Limited Liability Company
Filing Subtype: Limited Liability Company
Initial Filing Date: June 07, 2022
Status: Active

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

Auxia Design LLC

is currently subsisting on the records of the Department of State as of the issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

Leigh M. Chapman

Leigh M. Chapman

Acting Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

Noise, Acoustic, and Sound Consulting Services

August 28, 2023

RFQ No. 2023-055

Submitted to:

City of Fort Pierce
Room 101
100 North U.S. #1
Fort Pierce, FL 34950
Attn: Purchasing Division

Prepared by:



Cross-Spectrum Acoustics

200 North Main Street, Suite 17
East Longmeadow, MA 01028
T/F (413) 315-5770

Contact: Herbert Singleton Jr., INCE Bd. Cert.
hsingleton@csacoustics.com



TABLE OF CONTENTS

Executive Summary..... 1

1. Experience and Qualifications..... 4

 1.1. CSA Key Staff Resumes..... 5

2. Approach to Scope of Work 11

3. Project Schedule 13

 3.1. Quality Assurance..... 14

4. Project Budget 16

5. References 17

6. Required Forms 20

EXECUTIVE SUMMARY

Cross-Spectrum Acoustics Inc. (CSA) is pleased to submit this proposal to the City of Fort Pierce, FL in response to the Request for Qualifications (RFQ) for Noise, Acoustic, and Sound Consulting Services.

CSA is a full-service noise and vibration consulting firm. Our consultants have over 190 years of combined experience in the noise and vibration field, with specialties in:

- Community, and recreational noise
- Industrial, and energy noise
- Transportation noise and vibration
- Architectural acoustics
- Noise and vibration measurement systems

Based in Massachusetts, Utah, and California, we offer our services nationwide. CSA consultants are active members of the acoustics community:

- Institute of Noise Control Engineering
- Acoustical Society of America
- National Council of Acoustical Consultants
- Transportation Research Board



CSA takes pride in our ability to help the public understand complex issues related to noise in a simple and straightforward manner. Our staff have represented municipal, state and federal clients in public meetings for projects across the country. We have also provided litigation support and expert witness testimony on behalf of our clients.

Another CSA hallmark is our belief that high-quality work does not need a high price tag. We are diligent in keeping our costs low in order to offer rates that

provide maximum value to our clients. We also collaborate with our clients to offer cost-effective solutions to their acoustical problems.

CSA has a total staff of 15 employees including 11 technical consultants. Our staff includes five registered Professional Engineers, three Institute of Noise Control Engineering (INCE) board certified members, and one PhD.

CSA has experience on a wide variety of community noise projects having analyzed noise from a variety of community noise sources including from summer camps, performance venues, gun ranges, motorsports, sports fields and other recreational sources. CSA staff also have experience analysis noise from urban sources such as rooftop HVAC equipment, construction, industrial processes, and commercial facilities. We have performed short-term and long-term outdoor measurements under a variety of conditions to accurately characterize noise levels in a project area.



Our firm has extensive measurement and modeling capabilities. We use off-the-shelf and customized computer models and reference literature to predict future sound levels and to recommend appropriate mitigation measures. We can conduct noise and vibration measurements of community noise sources to determine their impact on residences, learning spaces, office environments, and medical facilities. We can assess sleep disturbance, speech intelligibility, sound isolation between spaces, and structure-borne noise caused by MEP sources. We can measure acoustical parameters such as reverberation time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use the industry-standard EASE and

INSUL computer models as well as reference literature to assess the performance of structural elements, to model interior noise levels and to recommend appropriate mitigation measures.

Finally, CSA conducts transportation noise evaluations of all types including screening assessments, noise impact studies, preliminary and final noise barrier design, and special studies. Services provided by CSA include rail and roadway noise measurements, transportation noise modeling using Federal Highway Administration (FHWA) Traffic Noise Model (TNM) or Federal Transit Administration (FTA) Guidance Manual processes, noise abatement design, National Environmental Policy Act and state-specific documentation, and public outreach. CSA staff members have performed transportation noise studies of all levels of complexity throughout the United States for clients in Florida, California, Texas, Massachusetts, New York, Minnesota, Oklahoma, Arizona, Georgia, Washington, Nevada, Utah, and many other states. CSA staff are authors of the FTA and Federal Railroad Administration (FRA) Guidance Manuals and the FHWA Noise Measurement Handbook.



Herbert L. Singleton Jr., INCE Bd. Cert will serve as Project Manager. Mr. Singleton has over 25 years of acoustical engineering experience, is INCE Board Certified, and is President and a co-founder at CSA. His specialties include acoustical measurements and modeling. He has applied these skills to sound and vibration analyses for community, transportation, construction, entertainment and architectural projects. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise mapping, transit, and construction noise expertise to the team. All three principals have experience

supporting government clients, including litigation support, code enforcement and code review.



CSA is a corporation headquartered in Massachusetts and with pending registration as a foreign corporation in Florida (application and fee submitted on August 19, 2023). We have offices in Massachusetts, Utah, and California and we offer our services nationwide. CSA has received Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) certifications from over 20 states including Florida.

CSA intends to conduct most of the scope of work from our Massachusetts offices with support from our California and Utah office as-needed. CSA uses Microsoft Teams for conference calls and meetings which allows for video conferencing and screen-sharing and has a corporate file transfer site to handle large files.

As President of CSA, Mr. Singleton is authorized to negotiate on behalf of the company for this work. This proposal represents a binding offer for 120 days from the submittal date of August 28, 2023.



CSA Office Locations

Massachusetts:

Headquarters

200 North Main Street, Suite 17
 East Longmeadow, MA 01028
 T (413) 315-5770
 F (413) 315-5770
 W: www.csacoustics.com

Boston-area Branch

1500 District Avenue, Suite 1048
 Burlington, MA 01803
 T (781) 591-3500

Utah:

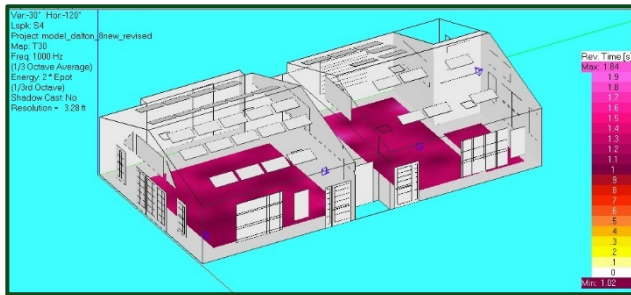
Salt Lake City Branch

699 E. South Temple, Suite 201B
 Salt Lake City, UT 84102
 T (801) 997-8600

California:

Southern California Branch

400 Corporate Pointe, Suite 300
 Culver City, CA 90230
 T (213) 330-0480



As described in this proposal, CSA is able to perform the tasks identified in the RFQ and provide quality services to the City of Fort Pierce. We have experience in reviewing, developing, and enforcing noise limits for entertainment, transportation, commercial and construction sources. We have experience with regulating and mitigating noise from entertainment venues and will apply those lessons to Fort Pierce. CSA has the technical capability to measure and model noise citywide or by neighborhood to assess existing noise, predict future levels and assess “hotspots”.

This proposal details tasks to conduct a citywide assessment of existing noise levels to develop noise contours for the downtown, Special Entertainment District, and other areas. This proposal includes the tasks for the full scope as provided in the RFP, as well as discussions to reduce scope and cost. The full scope includes:

- Travel to Fort Pierce to coordinate with City staff, assess existing noise sources, and collect data for use in noise contour mapping efforts.
- Develop a noise map of downtown area, the Special Entertainment District, and other areas for use in quantifying existing noise conditions.
- Develop recommendations to eliminate ambiguity in enforcing sound level limits through discussion with City staff, research of efforts in Fort Pierce and other jurisdictions, and application of our experience.
- Develop objective processes for determining limit for overall sound level and low-frequency (bass) sound levels, again based on experience in the City and other jurisdictions, our own experience, and discussions with stakeholders.
- Develop recommendations for objective standards that account for ambient noise in Fort Pierce based on our experience developing relative noise standards (i.e., compared to ambient levels) for the Federal Transit Administration.
- Provide recommendations for sound insulation or other sound mitigation strategies for residential and commercial land-uses, based on precedents, experience, and acoustical best-practices.
- Additional services as requested by the City.

The total estimated cost for this study is **\$83,314**.



1. EXPERIENCE AND QUALIFICATIONS

Cross-Spectrum Acoustics, Inc. was formed in 2011 and has been providing acoustical consulting services for 12 years. In that time, CSA has worked with state and Federal agencies, local municipalities, businesses and communities to address noise control services from a variety of sources. Project work on municipal projects has included assessments of noise from breweries, live music venues, animal daycare/board-ing facilities, outdoor and indoor firing ranges, race tracks, outdoor sport facilities, equipment storage yards, small unmanned aerial vehicles and lakeside summer camps. We also have experience recom-mending and designing mitigation measures for vari-ous community noise projects including band sheds, sound insulation improvements, noise source time limits, barriers, mufflers, enclosures and shrouds.

CSA has performed analyses of speech intelligibly, sound isolation between spaces, and structure-borne noise caused by mechanical and loudspeaker sources. We can measure acoustical parameters such as rever-beration time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use custom-ized computer models such as SoundPLAN (outdoor sound level prediction software) and INSUL (sound-proofing prediction software) and reference literature to predict future sound levels and to recommend ap-propriate mitigation measures.

CSA staff have a wealth of experience measuring and modeling noise levels from a variety of urban sources. City-wide and community noise modeling efforts have been undertaken on numerous projects. Three-dimensional acoustical models are typically devel-oped to predict noise levels from new sources, show noise contours through neighborhoods, and develop mitigation measures.

Cross-Spectrum Acoustics, Inc. is a small business with 15 professionals working across all of our loca-tions. The firm workforce is made up of 12 consulting professionals (including the two owners), two admin-istrative staff and one technician. Our technical staff include three Principals holding Board Certification from the Institute of Noise Control Engineering (INCE), five staff holding Professional Engineering licenses across 11 states (including one Principal with a Florida PE), and four staff holding advance degrees

(including one doctorate). Staff experiences encom-pass assessments, acoustical design, training, expert witness testimony, and public presentations.

Because we work to keep our costs low, our rates are extremely competitive with peer firms. We work closely with clients to ensure that project objectives are met on time, and on budget with cost-effective so-lutions.

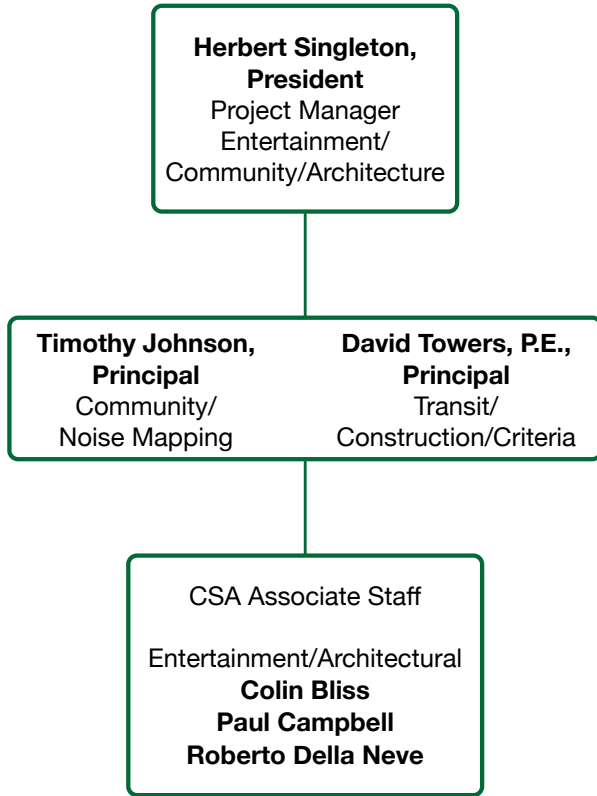


CSA works to make our business sustainable. When possible, we adopt paperless workflows and recycle to reduce paper waste. Outdated electronic equipment is repurposed, and batteries are recycled to reduce e-waste. Staff use public transit on work trips or car-pool if tasks allow.

We propose three highly qualified individuals to man-age and support this effort. **Herbert L. Singleton Jr., INCE Bd. Cert** will serve as Project Manager. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise map-ping, transit, and construction noise expertise to the team. All three principals have experience supporting government clients, including litigation support, code enforcement and code review.

The majority of the work will be conducted from our Massachusetts offices. This section includes sample projects with references for each key staff member. Full resumes including education and licensure are provided at the end of this section. Key members will not be removed or reassigned from this contract with-out prior approval of the City.

We do not anticipate the use of subcontractors for this work. Key staff for this effort are shown in the organ-izational chart below. Qualifications for the three Principals that will lead this effort are provide in Sec-tion 1.1.



1.1. CSA KEY STAFF RESUMES

Herbert L. Singleton Jr, INCE Bd. Cert. – President

Mr. Singleton will serve as Project Manager for this contract as well as community noise, entertainment noise, architectural acoustics expert.

As co-founder of Cross-Spectrum Acoustics Inc., Mr. Singleton has over 25 years of acoustical engineering experience. His specialties include acoustical measurements and modeling of a variety of noise sources. He has applied these skills to sound and vibration analyses for community, transportation, construction, and architectural projects. Mr. Singleton conducts field survey measurements and environmental assessments for private firms and public agencies across the United States.

Mr. Singleton is familiar with a broad range of sound and vibration measurement tools as well as noise modeling software and algorithms. He has a wealth of experience with a broad range of sound and vibration measurement tools including sound level meters, unattended monitoring hardware and digital acquisition

systems. His expertise lies in the measurement of acoustical conditions and the prediction of future sound and vibration levels in outdoor and indoor environments. He applies his knowledge of signal processing tools and data analysis techniques to solve problems at minimal cost.

Mr. Singleton has instructed clients from public and private firms in the use of sound and vibration measurement tools for environmental assessments. He has worked with agencies and municipalities to develop, implement and enforce noise standards. Furthermore, he has presented project results to the lay public via public meetings and workshops. Mr. Singleton has also testified as an expert in civil and criminal proceedings in six states.

Mr. Singleton actively participates in professional organizations. He is currently a member of the Institute of Noise Control Engineering Certification Board. He contributes to working groups in the development of acoustical standards and guidelines and has held organizational roles in acoustical associations and conferences.

Employment History:

Cross-Spectrum Acoustics, Inc.

2011 to Present, Principal

Cross-Spectrum Labs

2003 to 2011, Principal

Harris Miller Miller & Hanson Inc.

1995 to 2003 Consultant/Senior Consultant

Education:

B.S. Mechanical Engineering, Massachusetts Institute of Technology, Cambridge, MA – 1995

MSc coursework, Audio Acoustics, University of Salford, Salford, U.K. – 2001-2004

Registrations and Affiliations:

Professional Engineer, GA #PE037731;

MA #46867;

CO #PE.0056123;

MN #56348

Board Certified Member, Institute of Noise Control Engineering

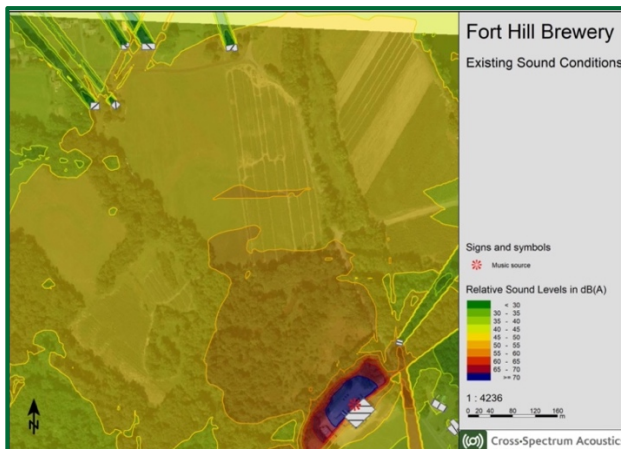
Member, Acoustical Society of America

Member, National Council of Acoustical Consultants

Mr. Singleton Featured Projects

Fort Hill Brewery Noise Assessment, Easthampton, MA

Mr. Singleton assessed noise levels from an existing outdoor live music stage. Live music from evening events were generating complaints from neighbors up to a half mile away from the stage. Mr. Singleton worked with the brewery to design a band shell to redirect live music emissions away from sensitive receptors, which would result in a noise reduction of up to 20 decibels at certain locations. Noise contours of future noise levels were presented to Town representatives as part of the permitting process. Mr. Singleton also designed and oversaw a live demonstration of the predicted noise reduction so that town officials and residents could experience the reductions first-hand.



Run and Gun Ranch Noise Assessment, Norfolk, MA

Cross-Spectrum Acoustics was retained by a community group to assess noise from a Cowboy Mounted Shooting range that was disrupting a residential neighborhood. Mr. Singleton supervised measurements of shooting range activities, documented noise ordinance exceedances, and provided expert witness testimony in support of the community group in litigation.

Aviation Cooperative Research Project 02-51, Boston, MA

Mr. Singleton worked with a team of architects, engineers and consultants, examined various methods for determining the sound insulation performance of residential structures. The purpose of ACRP 02-51 was

to assess various sound insulation measurement methods to compare the effectiveness of each method and establish inaccuracies that might be inherent to a specific technique. Mr. Singleton contributed to a guidance manual that aids residential sound insulation programs in selecting efficient and accurate measurement procedures.



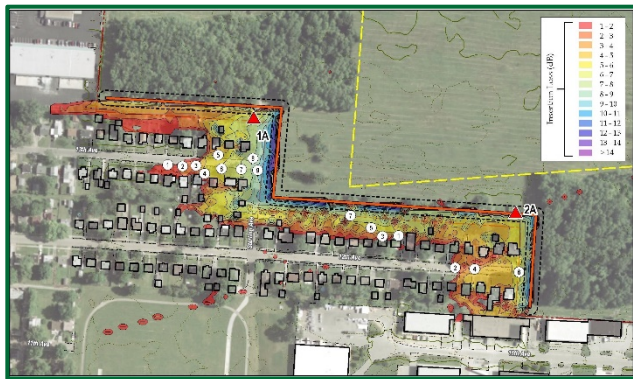
Representative Projects

- Turn it Down!, Branford MA, Brewery Live Event Noise Assessment
- Palmer Motorsports Park, Palmer MA, Race Track Noise Compliance Measurements and Expert Witness Testimony,
- Milestone Estates Condominium Association, Chelmsford, MA, Dog Kennel Noise Review and Public Meeting Testimony,
- Vermont Department of Public Safety, Deerfield VT, Deerfield Wind Farm Noise Compliance Measurements
- RB Enterprises, Palmer, MA, Gravel Pit Noise Assessment and Expert Witness Testimony
- Attorney Greil Roberts, Newington CT, Cyclone Dust Collector Noise Assessment,
- No Asphalt Defense Fund, Sheffield, CT, Gravel Pit Noise Assessment and Expert Witness Testimony
- Outdoor Shooting Range Noise Measurements and Expert Witness Testimony, Whispering Pines Campground, Newton NH
- F.L. Roberts Inc., Springfield, MA, Noise Measurements and Analyses for Proposed Car Washes,
- Chelmsford Housing Authority, Chelmsford, MA, Public Housing Chiller Noise Analysis and Mitigation Design

Timothy M. Johnson – Principal Associate

Timothy Johnson has 21 years of experience in environmental and community noise and vibration. His experience includes extensive acoustical measurements and noise and vibration modeling. He has managed studies for all types of acoustical projects throughout the country including transportation sources, wind and solar projects, racetracks, industrial and commercial facilities, architectural, and performance spaces. He is well versed in all the procedures and methodology for assessing and modeling noise and vibration from rail transit systems used by the U.S. Federal Transit Administration and Federal Railroad Administration. He has presented at numerous public meetings and conferences across the country.

Mr. Johnson specializes in noise measurements, analyses, and modeling. He has developed 3-dimensional models in urban and rural environments to predict noise levels, map noise propagation, and design mitigation measures.



Mr. Johnson’s acoustical modeling and computer program experience includes: SoundPLAN computer modeling for numerous types of environmental noise mapping projects; Noise and vibration modeling methodology in FTA “Transit Noise and Vibration Impact Assessment” and FRA “High-Speed Ground Transportation Noise and Vibration Impact Assessment” guidance manuals; FHWA Traffic Noise Model (TNM) highway noise modeling and noise barrier design; Building floor vibration modeling using FloorVibe program and AISC Steel Design Guide 11: Vibrations of Steel-Framed Structural Systems Due to Human Activity (2nd Ed.); EASE room acoustics modeling; and INSUL modeling to predict the sound insulation performance of building walls, floors, and ceilings. Drafting and mapping software experience includes AutoCAD and ESRI ArcGIS.

Employment History:

- Cross-Spectrum Acoustics, Inc.**
2021 to Present, Principal Associate
- Wilson Ihrig**
2015 to 2021, Senior Consultant
- Harris Miller Miller & Hanson Inc.**
2005 to 2015, Consultant/Senior Consultant
- Boyce Nemece Designs**
2002 to 2005, Audiovisual Consultant

Education:

B.S. Mechanical Engineering with Acoustics Concentration, University of Hartford, CT – 2002

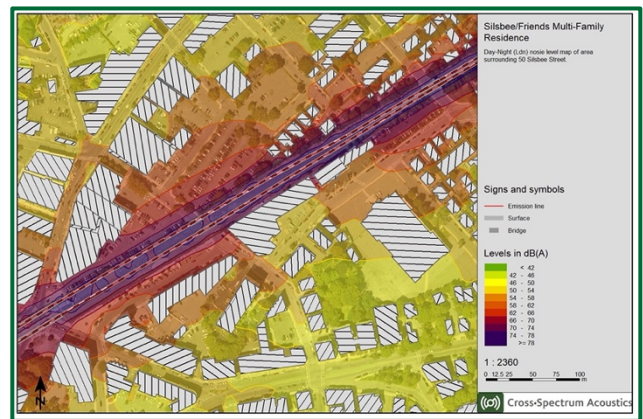
Registrations and Affiliations:

- Registered Engineer in Training, MA
- Institute of Noise Control Engineering
- Acoustical Society of America, Member

Mr. Johnson Featured Projects

CMH Airport 13th Avenue Noise Wall/Berm Design Study, Columbus, OH

Mr. Johnson conducted an acoustical study and community noise mapping for CMH airport for the design of noise mitigation due to relocating a runway. The model incorporated aircraft takeoff noise on the relocated runway as it propagated through the adjacent neighborhood. A noise wall/berm combination modeled and designed to provide significant noise reduction in the neighborhood.



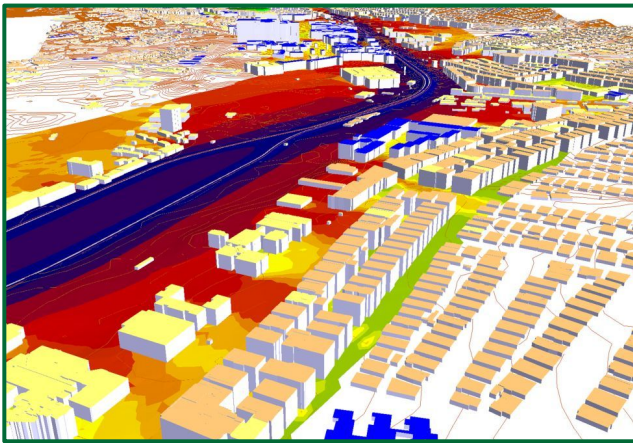
Cooper Park Race Track Noise Study, Columbus, OH

Mr. Johnson conducted a noise study and acoustical modeling for a planned race track in the city of Columbus, OH. An acoustical model was constructed

which incorporated the planned track and associated buildings, city roads and highways, surrounding neighborhoods, and terrain features. Noise mitigation measures were analyzed and modeled to show compliance with relevant criteria.

Solar Station Noise Studies, Warren/Turner/Buxton, ME

Mr. Johnson conducted noise studies and 3-dimensional noise modeling for multiple planned solar stations in Maine. Noise maps and noise contours were produced that showed predicted sound levels throughout large community areas from the development of the projects.



Representative Projects

- Witham Field Airport, Stuart, FL, Community Noise Measurements
- Tweed New Haven Airport Noise Barrier Feasibility Study, New Haven, CT, City Acoustical Modeling & Noise Contours
- General Mitchell International Airport Noise Barrier Study, Milwaukee, WI, City Acoustical Modeling & Noise Contours
- Los Angeles International Airport Ground Run-up Enclosure EA, Los Angeles, CA, City Acoustical Modeling & Noise Contours
- Orange County Tactical Training Range Noise Study, Orange County, NY, Community Noise Mapping
- Weymouth High School Wind Turbine Feasibility Noise Study, Weymouth, MA, Community Noise Mapping
- Calcium Carbonate Plant Noise Control, Florence, VT, Acoustical Modeling & Community Noise Contours

- Playa Grande Noise Barrier Study, Playa Grande, Dominican Republic, Acoustical Modeling & Noise Contours
- Baltimore Grand Prix Noise Study, Baltimore, MD, Acoustical Modeling & City Noise Contours
- Shenandoah Speedway Noise Study and Abatement Analysis, Shenandoah, VA, Acoustical Modeling & Community Noise Contours
- The Perelman at World Trade Center, New York, NY, Ground-borne Noise Assessment & Design
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Northern Layover/Maintenance Facility Environmental Assessment, West Palm Beach, FL, Noise & Vibration Assessment
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Existing Layover Facility Noise Study, West Palm Beach, FL, Noise Study
- Central Broward East-West Transit Study, Fort Lauderdale, FL, Noise & Vibration Assessment
- Miami Performing Arts Center (PAC), Miami, Florida, Audiovisual Design
- Schermerhorn Symphony Center, Nashville, TN, Audiovisual Design



David A. Towers, P.E., INCE Bd. Cert. – Principal Associate

Mr. Towers will serve as our Transit and Construction Noise Expert.

With over 45 years of experience as an acoustical consultant, David Towers has worked on projects in a variety of areas including environmental, industrial, and architectural noise and vibration control. He specializes in noise and vibration control for rail transportation systems and for construction projects. His activities in these fields have included measurements, acoustical design and specification, environmental assessments, and noise and vibration control development.

Mr. Towers has participated in a wide range of construction noise and vibration control projects in the U.S. including noise and vibration monitoring, environmental assessments, specification development and mitigation design. In these activities, he has provided consulting services to engineers, developers and planners, and to transportation agencies and public works agencies.



In addition, Mr. Towers has a wide range of rail transportation experience in the U.S. and abroad including noise control for vehicles and facilities, compliance tests, environmental assessments, construction noise and vibration control and community measurement programs. He is a co-author of two U.S. transportation agency guidance documents on noise and vibration impact assessment, including the Federal Transit Administration manual for transit projects and the Federal Railroad Administration manual for high-speed ground transportation projects.

Employment History:**Cross-Spectrum Acoustics, Inc.**

2015 to Present, Principal

Harris Miller Miller & Hanson Inc.

1986 to 2015 Senior Consultant/Principal Consultant/Principal Engineer

Bolt Beranek and Newman Inc

1974-1986 Consultant/Senior Consultant

Bechtel Power Corporation

1973-1974 Assistant Engineer

Education:

M.S. Mechanical Engineering, Purdue University, West Lafayette, IN – 1973

B.S. Mechanical Engineering, Columbia University, New York, NY – 1972

B.A., Queens College (City University of New York), New York, NY – 1972

Registrations and Affiliations:

Professional Engineer, CA #M18912;

FL #PE26696;

MA #29317;

NY #067116-01;

NC #043050;

Fellow and Board Certified Member, Institute of Noise Control Engineering

Member, International Committee for the International Workshop on Railway Noise (IWRN)

Mr. Towers Featured Projects**DART Cotton Belt Corridor**

Detailed noise and vibration analyses were conducted as part of an environmental impact assessment for a commuter rail project in the Dallas, TX area. The project's primary purpose is to provide passenger rail connections and service along a 26-mile corridor traversing seven cities in the northern part of the Dallas Area Rapid Transit (DART) service area. Tasks for this project have included noise and vibration measurement surveys, development of noise and vibration prediction models for diesel multiple unit (DMU) trains, noise and vibration impact assessment, development of noise and vibration mitigation recommendations, preparation of technical reports and participation at public meetings and workshops.

Metra UP North Rebuild: Fullerton to Addison

A noise and vibration impact assessment was conducted for this project which consists of shifting the commuter rail track alignment and replacing retaining walls and eleven bridges over roadways along the Metra Union Pacific (UP) North Line in Chicago, IL. The project corridor passes through densely populated single-family and multi-family residential neighborhoods, and the proposed shift in the track alignment and new construction have the potential to result in both long-term operational and short-term construction noise and vibration effects. Therefore, a noise and vibration impact assessment was conducted in accordance with U.S. Federal Transit Administration (FTA) methodology and criteria guidelines as part of an environmental study leading to the preparation of a Documented Categorical Exclusion (DCE).



San Joaquin Joint Powers Authority ACE Forward Improvements Project

CSA is the noise and vibration consultant on the ACE Forward Improvements project, a complex project with multiple alternatives and options to improve and expand ACE commuter rail services from the Central Valley into the San Jose area. The work has included extensive noise and measurements and a detailed noise assessment for the project, including additional trains, new service options and connections with other transit operators in the area, an expanded operating area, grade-crossing noise and an assessment of maintenance facility operations. The current work on the project is focused on extensions of ACE service to Sacramento and to Modesto.



Representative Projects

- Noise and Vibration Assessment for FRA Tier 1 EIS, Washington, DC to Boston, MA, NEC FUTURE Project
- Noise and Vibration Study, MARTA, Decatur, GA, MARTA East Line Sycamore Street
- Noise and Vibration Assessment, Pinellas County, FL, Pinellas Alternatives Analysis
- Noise and Vibration Impact Assessment, Fort Worth Transportation Authority TX, TEX Rail EIS
- Acoustical Design Review, Hong Kong, Hong Kong Mass Transit Railway Kowloon Southern Link Extension
- Construction noise monitoring, South Boston, MA, Massport Conley Terminal Improvements
- Construction noise and vibration control services, Washington, DC, DC Water Cross-Town Tunnel Rehabilitation Project,
- Construction noise control review services, Boston, MA, MWRA East Boston Combined Sewer Outfall Project
- On-call construction noise and vibration control services, Boston, MA, Central Artery/Third Harbor Tunnel ("Big Dig") Project

2. APPROACH TO SCOPE OF WORK

The RFP identifies an overall scope of work to aid the City in developing standards for measuring and enforcement sound limits. The sound standard is to be based, in part, on existing sound levels which will be characterized using noise contours. We interpret this to mean that the city wants to develop noise control standards that are compatible with City activities but also reflect residents' desire for peaceful enjoyment of their property.

Our approach, based on the RFP scope of services and our experience, would be as follows:

- **Review City's Municipal Code:** this review would be used to acquaint ourselves with the current approach to noise control and zoning. This review would include coordination with City staff to determine past approaches, complaint tracking processes, stakeholder concerns, comprehension of current code, difficulties with the current ordinance, and desired outcomes.



- **Conduct Citywide Analysis of Sound Activity:** This task would include fieldwork to observe and measure noise levels at locations around the city. Part of this work is identifying all of the various sound sources in the downtown and Special Entertainment District, as well as other parts of the City. Potential sound sources include amplified and acoustic music, traffic, railways, mechanical equipment, crowds, and animals. These sources might be fixed in place, temporary, or moving. Some sources, such as music in restaurants, or church bells might be deemed more desirable than others. All sources would be noted and categorized by type and generalized location.

The observations and data from the visit would be used to generate a noise map of the city, with a focus on the downtown and entertainment districts. The noise map would use sound level contours to provide a graphical representation of existing conditions and existing noise levels. The noise map will include contributions from entertainment, transportation, commercial and industrial sources. The noise map can also be used to prioritize noise control efforts. This task assumes City staff can assist in identifying land use.

The noise map and noise contours would be generated using SoundPLAN noise prediction software. SoundPLAN implements outdoor acoustical prediction algorithms based on the ISO 9613-2 noise prediction standard and is in wide use by professionals around the world on a variety of acoustical assessments. Other noise prediction methodology based on Federal Highway Administration, Federal Transit Administration and other standards may be used to supplement SoundPLAN.



- **Recommendations to eliminate ambiguity in enforcing sound level limits:** This task would rely on CSA experience in developing and enforcing sound level limits. We would discuss current enforcement procedures and impediments with city staff. If possible, we would also research the effect of enforcement of stakeholders. We would also compare these findings with processes and outcomes in other jurisdictions. The output

of this task will likely include recommendations for equipment settings, documentation, measurement durations, measurement locations, and specific sound level metrics. There may also be recommendations regarding training for enforcement personnel.

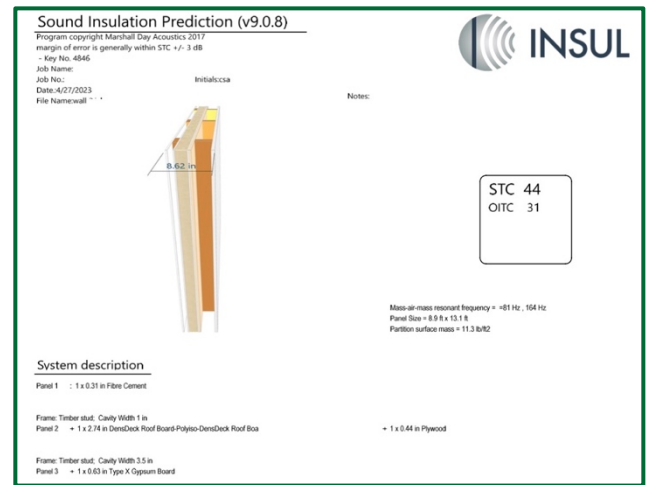
- Establishing an objective measure for overall sound and low-frequency sound limits:** This task would rely on CSA experience in setting sound limits. This would involve discussion with stakeholders and review of precedents. Our experience has shown that measuring sound levels using sound level meters is not always straightforward, especially when measuring low-frequency noise in the presence of background low-frequency noise sources (such as traffic or ocean waves). It is likely that a combination of appropriate limits and appropriate measurement procedures (or even the addition of a “plainly audible” standard) will be required to implement a useful process.

The results from this work will be used to recommend updates to the City noise ordinance. The current ordinance provides limits based on A-weighted, C-weighted and Z-weighted sound pressure levels – in addition to the sound level limits, a “plainly audible” standard might be useful for assessing transient sources.

- Recommending objective performance standards to account for existing noise conditions:** It is important that the City noise ordinance reflect the soundscape and character of the city and its neighborhoods. Residents generally want access to peace and quiet. An urban environment typically has multiple noise sources (traffic, mechanical equipment, entertainment venues, etc.) as part of everyday commerce. A noise ordinance should be flexible enough to permit the use of reasonable noise-generating sources (quiet air conditioning units for example). We intend to apply our experience in developing and refining relative noise limits (“relative” meaning a comparison to ambient noise levels, as opposed to absolute limits) for Federal Transit Administration and other jurisdictions.

- Provide mitigation recommendations:** CSA has a wealth of experience in recommending and designing noise mitigation measures, including

sound reduction measures at the source, path and receiver. We will apply this experience to recommend cost-effective mitigation measures as necessary. Mitigation recommendations can range from audio amplifier setting limits to sound insulation measures such as multi-pane windows and solid doors. Consideration will be made for planned conversions of commercial space to living space, and mixed-used buildings.



The approach described above is based upon the statement of work in the RFP and assumes that the statement of work reflects the desired outcome of the study. The list of services in the RFP identifies three tasks all related to measurement of and enforcement of sound levels in the city. Although the tasks are listed separately, there is overlap between the work and outcomes. As such, we would approach the tasks in coordination with one another.

The work would be completed over a period of approximately 4 months as detailed in Section 3.



3. PROJECT SCHEDULE

CSA staff projected workload through the fourth quarter of 2023 and into 2024 is approximately 50%. The budget assumes 476 total staff hours to be worked on this study. This fits comfortably into projected key staff availability of approximately 3,000 hours and total staff availability of approximately 11,000 hours.

The schedule of tasks, based on calendar days after receipt of Notice to Proceed (NTP), is presented in the table below. Note that the itemized tasks in the table differ slightly from the itemized tasks in section 2 due to the overlap and/or sequential nature of some of those tasks.

# of Calendar Days after NTP	Task
14 days (2 weeks)	<p>Begin review of municipal code and coordination with city staff</p> <p>Begin research into noise control issues faced by Fort Pierce</p> <p>Begin review of noise ordinances of other jurisdictions</p>
28 days (4 weeks)	<p>Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders.</p> <p>Start developing acoustical model for city-wide noise map</p> <p>Start assessment of criteria for overall sound and low-frequency sound limits</p>
35 days (5 weeks)	<p>Complete noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities.</p> <p>Start analyzing measurement data and characterizing existing noise sources</p>

# of Calendar Days after NTP	Task
49 days (7 Weeks)	<p>Produce preliminary noise maps, validate maps against measurement data</p> <p>Travel to Fort Pierce to collect additional data and observations needed to complete noise map</p>
56 days (8 weeks)	<p>Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits, and</p>
70 days (10 weeks)	<p>Finalize noise maps.</p> <p>Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.</p>
14 days after receipt of comments from draft memo	<p>Finalize memorandum of recommendations that incorporate City comments and final noise maps.</p>
84 days (12 weeks)	<p>Assess sound mitigation recommendations in coordination with City Staff.</p>
91 days (13 weeks)	<p>Submit draft mitigation recommendations memorandum for comment</p>
14 days after receipt of comments from draft mitigation memo	<p>Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.</p>
TBD	<p>Present findings to City and/or Public at in-person meeting</p>
Ongoing	<p>Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services requested by City.</p>

The project assumes three trips to the city of Fort Pierce:

- One one-week trip for two CSA staff within 28 days of NTP to meet with officials, tour the city, note sound sources, and measure sound levels from various sources.
- One two-day trip for a single CSA consultant at 57 days after NTP to collect data to refine noise map.
- One two-day trip for a single CSA consultant to present findings to City staff and/or to the public.

This proposal assumes that other communications with City staff will occur via email, telephone or video conferencing. CSA utilizes Microsoft Teams for telephone and video conferencing, and we can setup meetings if desired.



3.1. QUALITY ASSURANCE

CSA has developed a quality assurance/quality control (QA/QC) policy to ensure that work product developed, produced and disseminated by CSA staff meet the accuracy and precision requirements of our clients and the public. The CSA QA/QC policy is consistent with ISO 9001 requirements and is recorded in a 15-page document available to CSA staff and clients. This document is updated as needed. The CSA QA/QC policy has been submitted to multiple state agencies as part of project on-boarding requirements and has been accepted by all.

We understand that the work for this study is important to the City and its residents. As such it is vital

that the work be completed efficiently and on schedule. CSA has qualities and processes that will enable us to meet project goals in an efficient manner:

- All work products are reviewed by Principals prior to dissemination to ensure the consistency of our analysis and the accuracy of modeling.
- CSA has multiple qualified associates that can be brought in as needed to substitute or supplement staff to keep projects on schedule. CSA internal practices require that Project Manager, Principals and staff have an understanding of the overall project to limit disruptions if personnel are unavailable. Note that Key staff will not be substituted without approval from the City.
- CSA has an extensive array of in-house equipment and software to conduct detailed analysis without having to rent equipment which reduces project costs and delays.
- Our billing system is manual with strict oversight of employee timesheets and expense billing to provide accurate accounting of project costs. This allows us to more carefully manage budget and send accurate invoices in a timely fashion.
- If requested, CSA can submit progress reports and fieldwork plans for City approval to ensure the project is proceeding as planned.



Fieldwork will be conducted in accordance with appropriate technical standards, engineering best practices, and the CSA QA/QC policy. Field measurement planning will include the assignment of a fieldwork manager as a point-of-contact and to plan the work. CSA will work with the City to obtain right-of-entry letters or other documentation required to conduct the

work. Our instrumentation meets American National Standards Institute standards for precision measurement equipment and our instruments are calibrateded by a laboratory traceable to the National Institute of Standards and Technology (NIST).

Data analysis is conducted in the CSA laboratory using off-the-shelf computer programs such as SoundPLAN and MATLAB or using custom CSA software. In-house software has undergone rigorous review to ensure that results meet the requirements of applicable standards. Abnormal results are confirmed using alternate methods.



Project deliverables will be reviewed internally in accordance with the CSA QA/QC policy prior to distribution. Internal reviews will include checks for technical content, technical calculations, comprehension, project objectives, and outcomes.

CSA is a member of the National Council of Acoustical Consultants (NCAC) and as such we are bound by the NCAC Canon of Ethics to uphold the objectivity of our analysis, to hold the health and welfare of the public and client in the performance of our duties, to perform services in the areas of our expertise, to act professionally, and to represent our projects and clients in an objective manner. CSA carries General Liability, Professional Liability (Errors and Omissions), Automobile Liability, and Workers' Compensation Insurance policies in accordance with standard practice and individual contract requirements. Proof of insurance is provided upon request.



4. PROJECT BUDGET

The overall project budget for this study is **\$83,314**. This budget is based upon CSA’s fully-burdened labor rates (\$135/hour for Associates, \$160 for Senior Associates and \$185/hour for Principal Associates), U.S. General Services Administration (GSA) Fiscal Year 2024 rates for per diem and lodging, and actual travel costs.

The breakdown by task as itemized in Section 2 is presented in the table below.

The budget in this proposal is based upon the tasks outlined in the RFP. The budget does not include costs for “additional services” as listed in the RFP. A supplemental budget for those services can be submitted once those tasks are detailed. We can also bill for those services on a Time and Materials (T&M) basis upon written request.



The budget can be expanded or reduced to accommodate City resources and scope. For example, eliminating or greatly reducing the noise mapping scope would reduce the overall budget by almost 50 percent. Alternatively, generating noise contours for certain areas of the city or specific neighborhoods (as opposed to citywide efforts) could also significantly reduce costs. Reducing the precision of noise contour to only account for the most significant sources (most likely to be transportation and fixed amplified music sources) would also reduce costs. We are willing to revisit the scope with the City to provide an appropriate budget estimate.

We have found that the best way to keep projects on track is to have smooth collaboration with client. CSA will keep client up to date with progress or nonconformities. CSA will be available during eastern time zone working periods to respond to client concerns.

Task	Associate, \$135/hr.	Principal, \$185/hr.	Cost
Labor			
Review Municipal Code	--	4 hours	\$740
Citywide sound analysis, incl. travel	84 hours	56 hours	\$21,700
Noise mapping, incl. travel	40 hours	120 hours	\$27,600
Recommendations to eliminate enforcement ambiguities	16 hours	16 hours	\$5,120
Establish objective measures for sound limits	8 hours	16 hours	\$4,040
Recommend objective performance standards based on ambient noise	8 hours	16 hours	\$4,040
Provide mitigation recommendations	24 hours	16 hours	\$6,200
Meetings (in-person and video conference)	--	40 hours	\$7,400
Expenses			
Airfare for Trip 1		\$700	\$700
Lodging for Trip 1	\$535	\$535	\$1,070
Rental car for Trip 1	\$300	\$300	\$600
Per diem for Trip 1	\$295	\$295	\$590
Parking, shipping & misc.			\$1,000
Airfare for Trip 1		\$400	\$400
Lodging for Trip 1		\$214	\$214
Rental car for Trip 1		\$200	\$200
Per diem for Trip 1		\$118	\$118
Parking & misc.			\$500
Airfare for Trip 1		\$400	\$400
Lodging for Trip 1		\$214	\$214
Rental car for Trip 1		\$200	\$200
Per diem for Trip 1		\$118	\$118
Parking & misc.			\$150
Total			\$83,314

5. REFERENCES

In addition to the experience described in Section 1.1, we have listed a sampling of CSA projects below to show the breadth of projects that CSA has worked on.

East Greenwich Noise Ordinance Update

CSA worked with the Town of East Greenwich to update the town noise ordinance. The water front area of the Town is an active entertainment district with multiple restaurants offering outdoor live music during warm weather months. These establishments have been subject to noise complaints from nearby residents. The Town implemented a noise ordinance that applied exclusively to the entertainment district. This new ordinance set limits based on A-Weighted and C-Weighted sound metrics. The limits proved difficult to enforce due to low-frequency background limits. In addition, one establishment challenged the ordinance based on constitutional grounds because it only applied to a section of the Town. Mr. Singleton provided guidance to the town on revisions to the ordinance that reduced the enforcement burden on the Town while providing the flexibility to enforce low-frequency sound limits and overall sound limits.

Client Name	Town of East Greenwich, RI
Client Contact	Andrew M. Teitz, Esq
Contact Information	zoning@utrllaw.com (401) 331-2222
Year	2021-2023
Budget/Cost	Time & Materials / \$3,513



Dartmouth Indoor Practice Facility Compliance Measurements

CSA was retained by the Town of Hanover, NH to aid in the assessment of noise from the Dartmouth Indoor Practice Facility (IPF) during the pre-construction permitting process and then after the facility was constructed. CSA conducted a series of measurements before the facility was built and used the data to help the Town develop noise limits for the project. CSA later performed measurements after the facility was built to characterize noise from the HVAC and sound reinforcement systems, and to determine compliance with the Town limits. CSA coordinated with the IPF designers to identify situations where the facility was not in compliance with limits. The designers were able to correct deficiencies and bring the IPF into compliance with Town requirements.

Client Name	Town of Hanover, NH
Client Contact	Vicki Smith
Contact Information	Vicki.smith@hanovernh.org (603) 640-3214
Year	2016-2020
Budget/Cost	\$22,045 / \$11,063

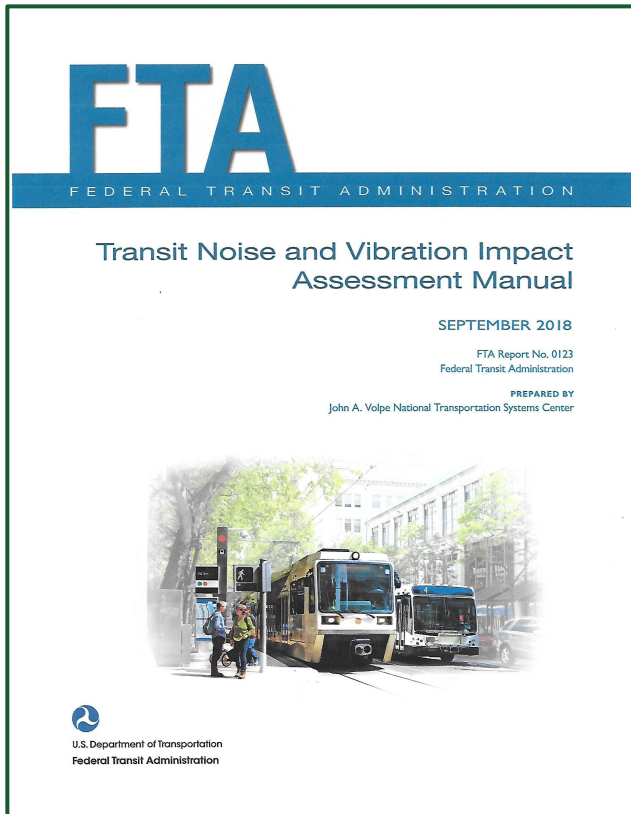
New Haven HVDC Converter Station

CSA was retained by the Town of New Haven, VT to assess existing noise conditions at residences near the location of a proposed High-Voltage Direct Current (HVDC) converter station. CSA conducted long-term noise and meteorological measurements at six locations over a 10-day period to characterize noise levels at residences. The measurement results were used to recommend noise limits and compliance goals for the project. The results were presented at a public meeting to residences and a computerized audibility demonstration was provided to help contextualize noise levels from the project.

Client Name	Town of New Haven, VT
Client Contact	Cindy Hill, Hill Attorney PLLC
Contact Information	lawyerhill@yahoo.com (802) 388-1664
Years	2016-2017
Budget/Cost	\$10,000 + T&M / \$22,503

FTA Guidance Manual

Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Lance Meister and Dave Towers of CSA are authors of the 2006 version of the Federal Transit Administration’s (FTA) guidance manual “Transit Noise and Vibration Impact Assessment,” which is used by consultants in preparing environmental assessments for transit projects and by agency staff for evaluating the impacts of projects.



Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Mr. Herb Singleton in one of the authors on the 2018 update of the manual, which includes new noise sources, revised guidance and policy on mitigation, and clarifications to assessment methodologies for combined highway/transit projects.

CSA staff have utilized the methodology in the FTA’s guidance manual on over 500 projects throughout the country, including: light rail transit (LRT), bus rapid transit (BRT), streetcar, heavy rail, commuter rail, inter-city and high-speed rail, and freight rail systems.

Client Name	Federal Transit Administration
Client Contact	Antoinette Quagliata, Manager Sustainability Services, Dewberry (formerly FTA)
Contact Information	aquagliata@dewberry.com (973) 576-9653
Years	2006, Guidance Manual 2018 Update
Budget/Cost	\$12,000 / \$12,000

National Transit Institute Training Course

CSA teaches the National Transit Institute/Federal Transit Administration noise and vibration impact assessment training courses at locations around the country. Our staff has been teaching these courses for over 12 years, with the most recent courses in Phoenix AZ and New York NY in fall 2019, Chicago IL in winter 2019, and Washington D.C. in spring 2017. The three-day course, sponsored by the National Transit Institute, covers the entire noise and vibration guidance manual, including screening, general and detailed assessments for noise and vibration, along with information on mitigation measures and construction noise and vibration. CSA staff have taught over 400 students, including consultants, state DOT, transit agency, and FTA regional and headquarters staff.

Client Name	Federal Transit Administration
Client Contact	Dee Phan
Contact Information	Dee.phan@dot.gov (202) 366-1799
Years	2014-Present
Budget/Cost	Time & Materials / ~\$15,000 per course

Walk Bridge Replacement Program

The Connecticut Department of Transportation (CTDOT) initiated the Walk Bridge Program to replace the 122-year-old deteriorating railroad bridge that crosses the Norwalk River in Norwalk, CT.



As part of this program, CSA has been providing a wide variety of construction noise and vibration services to CTDOT including:

- Pre-construction background noise and vibration monitoring at sensitive locations near the proposed construction sites
- Pre-construction noise and vibration measurements of test pile driving and sheet driving operations (see above photograph)
- Preparation of construction noise and vibration control specifications
- Preparation of construction noise and vibration control plans

Client Name	WSP USA
Client Contact	Marilee Beebe, P.E.
Contact Information	marilee.beebe@wsp.com (203) 785-0456
Years	2018-Present
Budget/Cost	\$314,500 / \$270,721

Lumber Yard Housing Development

CSA conducted an assessment of existing noise and vibration levels at the site of the proposed Lumber Yard Development apartment complex in Northampton, Massachusetts to determine if the site meets Federal noise and vibration guidelines for residential use. The site abuts an existing freight right-of-way and there was concern that noise and vibration generated by freight and intercity trains might exceed applicable limits. Under Mr. Singleton's supervision, CSA conducted long-term noise and vibration measurements at the site to collect relevant metrics. CSA recommended specific changes to the architectural design to ensure that interior noise and vibration levels would be acceptable to future residents. The complex opened in 2019 and has received positive reviews from tenants.



Client Name	Valley Community Development Corporation
Client Contact	Joanne Campbell, Director
Contact Information	jc@valleycdc.com (413) 586-5855
Years	2016
Budget/Cost	\$3,535 / \$3,510



6. REQUIRED FORMS

Required forms attached:

- Signature/Title Page
- City of Fort Pierce Proposer's Checklist
- Drug-Free Workplace Form
- RFQ Addendum #1 & Signature Form
- Certificate of Insurance

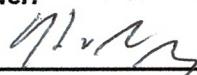
DELIVER TO:
 City of Fort Pierce, Purchasing Division
 Room 101
 100 North U.S. #1
 Fort Pierce, FL 34950

MAIL TO:
 City of Fort Pierce Purchasing Division,
 Room 101
 P.O. Box 1480
 Fort Pierce, FL 34954-1480

CITY OF FORT PIERCE



**REQUEST FOR QUALIFICATIONS
 and
 QUALIFICATIONS ACKNOWLEDGMENT**

Bid Writer: LaTonya Hubbard, 772-467- 3102	RFQ No: 2023-055
Pre-Proposal Conference Date: N/A	RFP Title: NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES
Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: 3:00 PM, MONDAY, AUGUST 28, 2023	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.
Proposer Name: Cross-Spectrum Acoustics, Inc. <hr/> Mailing Address: 200 North Main St, Suite 17 <hr/> <hr/> <hr/>	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: East Longmeadow, MA 01028	Typed or Printed Name: Herbert Singleton Jr
Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> X Partnership _____ Proprietorship _____	Title: President
Incorporated in the State of: MA Year: 2011	Delivery in 105/TBD days, ARO
Phone Number: (413) 315-5770	Payment Terms: Net 30 Days
Fax Number: (413) 315-5770	FEIN or SS Number: 45-3091315
E-Mail Address: info@csacoustics.com	Local Business: ___Y ___X___N MWBE: ___Y ___X___N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

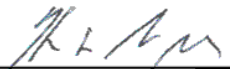


DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
Cross-Spectrum Acoustics, Inc. 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 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.



Proposer's Signature

August 28, 2023
Date



CITY FORT PIERCE

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

RFQ NO. 2023-055

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** “Conducting an analysis of sound activity citywide” implies the desire to perform sound measurements throughout the city. To that end, do you have a map showing the exact limits of where you want such a survey to take place?

ANSWER: **Map is attached.**

2. **QUESTION:** Note that for a sound survey to be most informative, it would be best to deploy instrumentation for a number of days, if not weeks. Such equipment would need to be mounted and secured to safe structures such that they are not damaged. Would the city take a role in identifying those locations as well as facilitating with deployment and retrieval of the equipment?

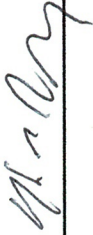
ANSWER: **Yes**

3. **QUESTION:** We could provide only general guidelines “regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment” as part of our deliverable for this project but specific recommendations would need to be made on a case-by-case basis. Given we do not know the specifics of each venue or residential property, specific recommendations could only be given as an additional service beyond the scope of our proposal. Is this amenable to the city?

ANSWER: **I cannot confirm or deny that the City will be agreeable. This proposal is configured as per the proposer’s discretion.**

All other conditions of this bid remain the same.

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

Signature:  _____ Manual

Signature: Herbert Singleton Jr _____
Typed or Printed

Company Name: Cross-Spectrum Acoustics, Inc. _____

Address: 200 North Main St, Suite 17 _____
East Longmeadow, MA 01028 _____

Date: August 28, 2023 _____

/lh

Attachment: City Commissioner's District Map



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2023

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 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 BIS, Inc. 834 Bradshaw Road Lebanon, TN 37087	615-444-8859	615-444-8509	CONTACT NAME: BIS, Inc. PHONE (A/C, No. Ext): 615-444-8859 E-MAIL ADDRESS: a_bear@comcast.net	FAX (A/C, No): 615-444-8509
INSURED Cross Spectrum Acoustics, LLC 200 North Main Street Suite 17 East Longmeadow, Massachusetts 01028			INSURER(S) AFFORDING COVERAGE	
			INSURER A: Sentinel Insurance Company	NAIC # 11000
			INSURER B: Underwriters at Lloyds, London	22416
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20 WECAT0838	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional liability			JUPL0105638821 121 XS 0212150-01	03/11/2023 03/11/2023	03/11/2024 03/11/2024	\$2,000,000 occ./ \$2,000,000 agg. \$1,000,000 occ./ \$2,000,000 agg.

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

Audio/Acoustic Consultants


CERTIFICATE HOLDER**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

Sue Shrum

© 1988-2014 ACORD CORPORATION. All rights reserved.

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p align="center">CITY OF FORT PIERCE</p>  <p align="center">REQUEST FOR QUALIFICATIONS and QUALIFICATIONS ACKNOWLEDGMENT</p>
<p>Bid Writer: LaTonya Hubbard, 772-467- 3102</p>	<p>RFQ No: 2023-055</p>
<p>Pre-Proposal Conference Date: N/A</p>	<p>RFP Title: NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES</p>
<p>Pre-Proposal Location: N/A</p>	<p>RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>RFQ Due Date & Time: 3:00 PM, MONDAY, AUGUST 28, 2023</p>	<p>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.</p>
<p>Proposer Name: Veneklasen Associates, Inc. ----- Mailing Address: 1711 Sixteenth Street ----- ----- -----</p>	<p><i>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.</i></p> <p align="center"><i>Nalababwal</i></p> <p>X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Santa Monica, CA 90404</p>	<p>Typed or Printed Name: Mahabir S. Atwal, Ph.D.</p>
<p>Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> _____ Partnership _____ Proprietorship _____</p>	<p>Title: Managing Principal</p>
<p>Incorporated in the State of: CA Year: 1980</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number: (310) 450-1733</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: (310) 396-3424</p>	<p>FEIN or SS Number: 95-3543680</p>
<p>E-Mail Address: smartin@veneklasen.com</p>	<p>Local Business: ___Y ___X ___N MWBE: ___X ___Y ___N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p align="center">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



Veneklasen Associates

Consultants in Acoustics | AV | IT | Security | Environmental Noise | Underwater Acoustics | Modeling FEA SEA BEM

August 28, 2023

City of Fort Pierce Purchasing Division

Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attention: Audria Moore-Wells | Special Projects Coordinator
CC: LaTonya Hubbard | Purchasing Agent

Subject: RFQ 2023-055 Noise, Acoustic and Sound Consulting Services; City of Fort Pierce, Florida
Acoustic Consulting Services; Veneklasen Proposal and Qualifications No. 23.0689

Dear Audria,

Veneklasen Associates, Inc. (Veneklasen) appreciates the opportunity to submit this proposal and qualifications to the City of Fort Pierce to develop a noise analysis and conduct a noise study for the proposed updates to the City's Noise Ordinance. Our proposal is based on the RFQ and Addendum provided, and our experience on similar projects.

As in introduction, founded in 1947, Veneklasen Associates is a multidisciplinary acoustical consulting firm that have provided consulting on over thousands of environmental noise & vibration projects. With a focus on providing inventive and attractive solutions for acoustical enhancements or corrective measures for unacceptable levels of noise and vibration, Veneklasen has the expertise, experience, and the tools needed to serve all our clients' needs.

- We have our own Acoustics, Noise and Vibration testing lab accredited by National Voluntary Laboratory Accreditation Program (NVLAP). Over the years we have conducted over 50,000 tests over the years.
- We maintain an extensive inventory of calibrated noise and vibration measurement equipment for both lab and field testing.
- We maintain internally developed proprietary and commercial software for acoustical, noise and vibration modeling including noise mapping and finite element analysis, and for AV modeling to determine the intelligibility of sound.
- Veneklase is a **certified DBE firm in the State of Florida**. This certification is under U.S. DOT Regulation 49 CFR Part 26, as amended.

Our proposal contains our approach for the scope of work, schedule, budget, proposed project team, experience and qualifications. As leaders in our industry, we have the expertise, knowledge, and drive to successfully complete and deliver the requested services.

We acknowledge that the Proposal represents a binding offer to complete the Scope of Work and the offer, including the Cost Proposal rates and budget, and remains valid for at least one hundred and twenty (120) business days after the Proposal due date. This proposal and any contract awarded pursuant to it is signed by the person with authority. Please see Page 2 for the Statement of Information.



Thank you for your consideration of this response. We look forward to working with you!


Respectfully submitted,
Veneklasen Associates, Inc.

Mahabir S. Atwal, Ph.D.
Principal

Veneklasen Associates, Inc.

Stephen A. Martin, PhD., PE
Director of Environmental Noise & Vibration



STATE OF CALIFORNIA
 Office of the Secretary of State
STATEMENT OF INFORMATION CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No: BA20221280349
 Date Filed: 12/19/2022

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Entity Details

Corporation Name	VENEKLASEN ASSOCIATES, INC.
Entity No.	1029461
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	1711 16TH ST SANTA MONICA, CA 90404
--------------------------	--

Mailing Address of Corporation

Mailing Address	1711 16TH ST SANTA MONICA, CA 90404
Attention	

Street Address of California Office of Corporation

Street Address of California Office	1711 16TH ST SANTA MONICA, CA 90404
--	--

Officers

Officer Name	Officer Address	Position(s)
<input checked="" type="checkbox"/> Anika K Atwal	1711 16TH STREET SANTA MONICA, CA 90404-4401	Chief Executive Officer
<input checked="" type="checkbox"/> Mahabir S Atwal	1711 16TH STREET SANTA MONICA, CA 90404-4401	Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Anika Atwal	1711 16th St Santa Monica, CA 90404
<input checked="" type="checkbox"/> Mahabir S Atwal	1711 16TH STREET SANTA MONICA, CA 90404-4401
<input checked="" type="checkbox"/> John J Loverde	1711 16TH STREET SANTA MONICA, CA 90404-4401

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	ANKA ATWAL
Agent Address	1711 16TH STREET SANTA MONICA, CA 90404

Type of Business

Type of Business	Acoustics, Noise, and Vibration Consultancy
-------------------------	---

Email Notifications

Page 1 of 2

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Labor Judgment
 No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

<u>Anika Atwal</u>	<u>12/19/2022</u>
Signature	Date

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TABLE OF CONTENTS

I.	EXECUTIVE SUMMARY.....	4
A.	FIRM’S INFORMATION	4
B.	FIRM’S BACKGROUND	4
C.	FIRM’S REGISTRATION AND MEMBERSHIP	4
D.	PROJECT KEY PERSONNEL AND OFFICE LOCATIONS	5
E.	KEY ELEMENTS OF THE PROPOSAL.....	5
II.	EXPERIENCE AND QUALIFICATIONS.....	6
A.	FIRM’S PROFILE AND EXPERIENCE	6
B.	NOISE AND VIBRATION MONITORING PROJECTS	7
C.	ENVIRONMENTAL NOISE STUDIES & REPORTS PROJECTS	12
D.	PROJECT TEAM	15
III.	APPROACH TO SCOPE OF WORK	16
A.	PROJECT UNDERSTANDING.....	16
B.	PROJECT MANAGEMENT APPROACH.....	17
C.	SCOPE OF WORK INCLUDED IN THE RFP	19
D.	PROPOSED SCOPE OF SERVICES	21
IV.	PROJECT BUDGET	23
A.	2023 STAFF AND EQUIPMENT RATES.....	23
B.	LEVEL OF EFFORT / BREAKDOWN BY TASK	23
C.	COST SAVING METHODS	24
D.	COST ESTIMATE	24
V.	PROJECT SCHEDULE	25
VI.	PROJECT EQUIPMENT LIST.....	25
VII.	REFERENCES.....	26
	APPENDIX TO PROPOSAL.....	27
	EXHIBIT 1: KEY PERSONNEL RESUMES	28
	EXHIBIT 2: CLIENT REFERENCE LETTERS	31
	EXHIBIT 3: CERTIFICATE OF INSURANCE.....	34
	EXHIBIT 4: RFQ REQUIRED FORMS, CERTIFICATIONS AND LICENSES.....	36

I. EXECUTIVE SUMMARY

A. FIRM'S INFORMATION

Firm Name:	Veneklasen Associates, Inc.
Business Entity:	S-Corporation
Year Incorporated:	1980
State of Incorporation:	California
Certifications:	DBE, MBE, WBE, SBE
Main Office:	Santa Monica, CA
Office Address:	1711 Sixteenth Street, Santa Monica, CA 90404
Office Contact:	Phone 310-450-1733 Fax 310-396-3424 www.veneklasen.com
US Branch Office:	San Mateo, CA
Canada:	Calgary, AB; Toronto, ON
India:	Gurugram, Haryana
Officers/Principals:	Anika Atwal, President Mahabir Atwal, Principal John LoVerde, Principal

B. FIRM'S BACKGROUND

Born from the mind of a visionary, Paul S. Veneklasen, Veneklasen Associates was founded in 1947 in response to a need to investigate noise impacts relating to inventions resulting from World War II, such as rocket engines or noise within military aircraft in operation. Our findings and associated innovations led to patents in hearing protection, microphones, and measurement instrumentation. Our work has led to improvements in measuring and monitoring equipment, in the acoustical design of performance spaces such as concert halls and auditoriums, and, in the case of multifamily residential properties, set industry standards and best practices. Today our research experience informs our testing methodology, with capabilities in both our NVLAP accredited lab – Western Electro-Acoustic Laboratory - and in the field.

As an acoustics firm, Veneklasen is further differentiated by our **environmental noise capabilities**. The depth of Veneklasen's noise experience, engineering talent, and firm resources affords us with a unique ability to measure, evaluate, predict, and mitigate noise and vibration emissions. Specifically, we can: perform noise and vibration surveys; provide and install long-term noise and vibration monitoring stations; assess the potential of proposed design features including the effects of local topography; provide recommendations and specifications for noise and vibration mitigation elements including sound walls and maximum allowable source levels; analyze the impact of project equipment and operations; and participate in community outreach endeavors. It is also within our capabilities to provide comprehensive noise and vibration mitigation through the provision of mitigation design and performance specifications as well as to monitor compliance.

C. FIRM'S REGISTRATION AND MEMBERSHIP

- Veneklasen is a certified DBE in the state of Florida. This certification is under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR). The DBE status is listed in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>
- Veneklasen is a member of the National Council of Acoustical Consultants, our Noise Control Engineers are also members of the Institute of Noise Control Engineering (INCE).
- Our Project Principal, Stephen Martin, is a Registered Professional Engineer in California, License No. E-12022.

D. PROJECT KEY PERSONNEL AND OFFICE LOCATIONS

Project Principal: Mahabir S. Atwal, Ph.D.
Contact Email: matwal@veeklasen.com
Contact Phone: 310-450-1733

Project Manager: Stephen A. Martin, Ph.D., P.E.
Contact Email: smartin@veneklasen.com
Contact Phone: Direct: 310-566-5126 | Mobile: 310-738-4420

The project will be managed from our headquarters office located at 1711 16th Street, Santa Monica, CA 90404.

We acknowledge that this Letter and any contract awarded pursuant to it is signed by the person with Authority.

Name	Title	Role	Office Location
Mahabir S. Atwal, Ph.D.	Principal	Project Principal	Santa Monica, CA
Stephen A. Martin, PhD, PE	Associate Principal	Project Manager	Santa Monica, CA
Elias Montoya	Associate IV	Acoustical Consultant - Measurements/ Data Control/System Installation	Santa Monica, CA
Sanath Hapuarachchi	Associate V	Acoustical Consultant - Measurements/ Data Control/System Installation	Calgary, AB
Veneklasen Staff	Associates V-VI	Measurements and Data Analysis	CA, CO, CT

E. KEY ELEMENTS OF THE PROPOSAL

Based upon our decades of experience and the diversity of project type in our portfolio, the Key Elements of our scope of services for the project of this nature include:

- **Regulatory Requirements**
 Verification of the prevailing Federal, State, County and City standards.
- **Ambient Noise and Vibration Environment**
 Long-term measurements and monitoring stations - on-site and in surrounding areas - with remote access to the instruments and data.
- **Environmental Impacts**
 Modeling, analysis and predictions including the identification of significant sound and vibration level thresholds from both on-site – background noise, amplified music, etc. - and off-site – rail, traffic - sources.
- **Project Design Features and Soundscaping**
 Synthesis of Specific Plan requirements as well as collaborative discussions with the project design team to meet the customized needs of the client.
- **Project Impacts**
 Within a geographic range, analysis of business operations, activity, and increased traffic which contribute to environmental noise impact.
- **Mitigation Measures**
 Project design features including source mitigation, isolation measures and landscape features, as well as recommendations for business operations such as equipment selection and layout, etc.

II. EXPERIENCE AND QUALIFICATIONS

A. FIRM'S PROFILE AND EXPERIENCE

Area of Expertise: Acoustics, Noise, Vibration, Audio-Visual, IT, Underwater Acoustics, Modeling FEA SEA BEM
 Year Established: 1947
 Years in business: 75 years
 Staff: 50 (40 technical, 2 licensed professional, 10 support)

Founded in 1947, Veneklasen Associates is a multidisciplinary acoustical consulting firm that have provided consulting on over thousands of environmental noise & vibration projects. With a focus on providing inventive and attractive solutions for acoustical enhancements or corrective measures for unacceptable levels of noise and vibration, Veneklasen has the expertise, experience, and the tools needed to serve all our clients' needs.

Managing noise and vibration can pose special challenges for all project stakeholders - from the real estate team, e.g. developers or contractors, to those who represent residents and others impacted by activity, such as municipalities. Monitors must be placed in correct locations relative to current activity, the data obtained accurate and reliable, and reports readily producible. Noise and vibration control and mitigation plans need to factor in noise from events that are permanently installed, or shift from place to place on site, and activities that vary considerably in intensity throughout a day. Of critical importance as well is expertise that can measure and discern ambient noise and vibration, e.g. traffic, versus event or venue activities.

Our comprehensive environmental noise capabilities, engineering talent, and firm resources afford us with a unique ability to measure, evaluate, predict, and mitigate noise and vibration emissions. Specifically, we can: perform noise and vibration surveys; provide and install long-term noise and vibration monitoring stations; assess the potential of proposed design features including the effects of local topography; provide recommendations and specifications for noise and vibration mitigation elements including sound walls and maximum allowable source levels; analyze the impact of project equipment and operations; and participate in community outreach endeavors. It is also within our capabilities to provide comprehensive noise and vibration mitigation through the provision of mitigation design and performance specifications as well as to monitor compliance.

NOISE & VIBRATION SOURCES

- Background noise
- Amplified Music
- Idling noise
- Blast noise
- Pile-driving
- Intermittent noise
- Howling, screeches and squeals

Clients

Architects & Engineers
 Plants & Utilities
 Water & Water Treatment Plants
 Private Developers & Owners
 Environmental Consultants
 Public Institutions & Operators
 Municipalities & Agencies
 Transportation Agencies & Maintenance Yard Facilities
 Manufacturers

Services

Baseline Noise and Vibration Surveys
 Analysis & Prediction of Noise and Vibration Levels
 Testing and Measurements, Equipment & Materials
 Noise and Vibration Mitigation Measures
 Noise and Vibration Control Design & Specifications
 Project and Vicinity Noise Contours
 Expert Testimony
 Noise and Vibration Systems & Monitoring
 Noise and Vibration Alert Systems

OUR STAFF is carefully balanced, consisting of professionals with degrees in acoustics, physics, engineering, and architecture. Each principal is highly respected in their field and between them all they represent patents, engineering innovation, and leadership in research. With 50 employees we are large enough to have a wealth of expertise to be shared, and small enough to ensure that each project is directed by a principal or senior associate.

OUR RESOURCES: Veneklasen relies upon a full complement of scientific computational measurement and analysis resources. We *own and maintain* a full inventory of equipment including sound level meters, noise and vibration monitors, logging devices, computer modeling software, field computers, and vibration measurement analysis equipment. The extent of our technical resources allows us to prepare work products quickly and accurately in the form of reports, tables, and drawings which can be readily produced and integrated.

B. NOISE AND VIBRATION MONITORING PROJECTS

Environmental noise generated by business operations, amplified music, traffic, freight, aircraft, industrial and commercial facilities impact thousands of lives on a daily basis. With an increase of public awareness, the requirement for the abatement of noise emissions has allowed us to minimize the impact on both the environment and human health. As the oldest specialist acoustics firm, the depth of Veneklasen’s noise experience, engineering talent, and firm resources gives us the unique ability to measure, evaluate, predict, and mitigate noise emissions efficiently and accurately.

Our community planning role has ranged from noise element updates for general plans and EIRs related to adoption of specific plans as well as expert testimony and document review for communities impacted by noise. Our staff have helped to develop noise standards for State and municipal governments as well as school districts. Our longevity in the noise and vibration fields provides us with a broad array of comparative data as well as extensive public outreach experience, often with sensitive community projects.

Our services include Environmental Noise and Vibration Surveys, Long-term and Permanent Noise Monitoring Stations, Plant Equipment Noise and Vibration Surveys, Mitigation Plans, Occupational Health and Safety Noise Surveys, Engineering and Compliance Evaluations, Environmental Impact Reports, and Construction and Post Construction Prediction, Verification and Monitoring. With decades of experience, Veneklasen has successfully provided noise and vibration mitigation advisory services for a myriad of projects around the world.

CITY OF FARGO NOISE AND VIBRATION STUDY; FARGO, ND

The City of Fargo encouraged economic development and investment opportunities by adopting the Renaissance Zone legislation in 1999. The Downtown Fargo Business District is the Program’s poster child. With 75 retailers, 22 bars & nightlife spots, 10 coffee shops, 41 restaurants, eight art galleries, six theatre companies, including pop-up businesses and the Red River farmer’s market – Broadway is the central corridor for business, shopping and dining in Fargo’s Downtown area.

Veneklasen is conducting a Noise and Vibration Study in the Downtown Business District along Broadway N and preparing a Project Summary Report of the findings of the noise and vibration study for the City of Fargo’s City Commission. This Study is intended to provide data and detailed research capable of giving the City credible data to make better-informed decisions, including but not limited to a development of a new city ordinance pertaining to noise and vibration levels in Fargo’s Downtown area.

Client: City of Fargo, Police Department



OFF-HIGHWAY VEHICLE NOISE MONITORING FOR SVRA CARNEGIE PARK; TRACY, CA

Veneklasen performed detailed noise monitoring at Carnegie State Vehicular Recreational Area (SVRA) of Off-Highway Vehicle noise for California Attorney General’s Office. Following three years of long-term noise monitoring with monitors that were remotely accessible for California State Parks, Veneklasen provided the equipment and the services to perform long-term monitoring at ten (10) locations at Carnegie SVRA to provide baseline noise levels for OHV operations.

Client: California Attorney General

CALIFORNIA PARKS AND RECREATION STATE VEHICULAR RECREATIONAL AREA AMBIENT SOUND MONITORING; PRAIRIE CITY, CA AND PISMO BEACH, CA

Veneklasen performed ambient sound monitoring services at State Vehicular Recreation Areas for the California State Parks Off-Highway Motor Vehicle Recreation Division (OHMVRD). Our work supported the OHMVRD Law Enforcement and Resources sections effectively manage recreation areas and maintain adequate facilities for off-highway vehicle (OHV) use, balancing conservation efforts of sensitive ecological habitats across the State with enforcement of safe recreation for off-road enthusiasts. As the prime consultant, Veneklasen’s scope of work has consisted of project management of multiple task orders across the State, establishment of permanent sound monitoring stations, fieldwork for site noise surveys, data analysis, and reporting.



Pilot study was conducted at the Prairie City SVRA outside of Folsom, CA and at the Oceano Dunes SVRA at Pismo Beach, CA. Permanent sound monitors were installed at SVRA locations. These monitors operated throughout the three-year study with minimal upkeep, storing measurement data viewable online in real time and downloaded remotely for data analysis.



As a part of our work, we provided the OHMVRD with visual real-time data for sound levels via internet connections. The community measurements require filtering out baseline community noises to obtain accurate OHV sound levels that are reaching the community. Our methodology is similar to the monitoring and filtering practices that we employ for airport or railway source noise impacting communities. Under the project leadership of Dr. Steve Martin, our staff have developed analysis tools to more efficiently perform this task.

Client: California State Parks, Off-Highway Motor Vehicle Recreation Div.

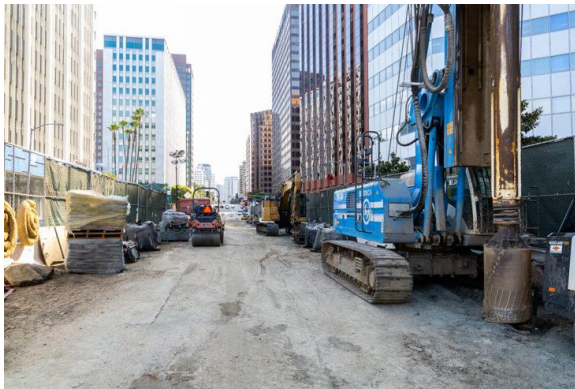
NOISE MONITORING OF SKY BAR AMPLIFIED MUSIC AT MONDRIAN HOTEL; WEST HOLLYWOOD, CA

Residents living adjacent to Skybar at the Mondrian Hotel on Sunset Boulevard put up with loud music playing until 2 a.m. on Sundays. Mondrian Hotel retained Veneklasen Associates for the past 12+ years to monitor the noise levels of the amplified music system and document the noise levels on a nightly basis. Real-time noise level alerts are provided (via email) in the event that the amplified music associated with the Sky Bar is reaching a level that may be out of compliance with the City of West Hollywood Noise Ordinance.



We analyzed the logged noise level data and provide the Client with a brief report of the noise level associated with the amplified music over the course of the night and at the time of the complaint. An acoustic model was created using speaker noise measurements and architectural drawings of the Skybar provided by the client. The 3D model includes the correct geometry for the deck, speakers, Skybar, walls, hotel and adjacent residential building.

Utilizing the 3D acoustic model, Veneklasen studied various noise mitigation methods to determine the most effective method. The project involved two (2) locations, both for noise and one for vibration, measurements were remotely monitored for 8 years. **Client:** Mondrian Los Angeles, SBE Hotels


METRO WESTSIDE PURPLE LINE EXTENSION; WEST LOS ANGELES

Expanding from the existing Wilshire/Western stop in Koreatown, the project is adding seven new stations along Wilshire Boulevard, leading into West LA to improve the traveling experiences between downtown and the Westside, according to the Metro website. Both upcoming Westwood stations, Westwood/UCLA and Westwood/VA Hospital, make up the final section of construction area slated for completion in 2027.

Veneklasen is providing noise and vibration monitoring and reporting services for 96 months through end 2027 to measure noise and vibration associated with construction of the Westside Purple Line extension Section 3 at the SW Entrance to 10900 Wilshire Boulevard Building.

Client: LA Metro / Tishman Speyer


9876 WILSHIRE + 9900 WILSHIRE (WALDORF ASTORIA HOTEL); BEVERLY HILLS

The Waldorf Astoria Beverly Hills was constructed on the existing Beverly Hilton Hotel property while the hotel remained open and operational. This fast-track project entailed constructing two levels of reinforced concrete below-grade to accommodate back-of-house facilities, all-valet subterranean parking for up to 314 vehicles and 13 levels above-grade of post-tensioned concrete with a limestone and glass façade. A new central plant services both the Waldorf and the Beverly Hilton. The hotel offers 170 luxury rooms, including 42 suites. The third-floor

features three Celebrity Villas with private patios and luxurious gardens. A rooftop pool, world-class spa, luxury retail establishments, and varied dining choices plus an elegant bar right in the lobby will make for an enjoyable stay.

Veneklasen provided long-term noise and vibration monitoring for large scale, side-by-side construction projects with several challenges that require significant oversight: located on Wilshire Boulevard, a major traffic artery, the sites were immediately across the street from a residential neighborhood and an elementary school, and the monitoring was continuous over four years of construction. Our role included initial noise and vibration control and mitigation plans, the provision of weekly reports and analysis, plus consulting services as needed. In the event of a complaint, our ability to interact with our client - in this instance the City of Beverly Hills - was enhanced by access to information through the electronic, real-time transmission of measurement data. The project involved two (2) locations, both for noise and one for vibration as well, and measurements were remotely monitored for 4 years (2014 – 2018).



Client: City of Beverly Hills, Community Development Department

**THE CLIPPERS, INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER (IBEC); INGLEWOOD, CA**

The Clippers new arena in Inglewood, IBEC, will be a one-of-a-kind destination for NBA professional basketball and live experiences, consisting of up to 18,000 seats, an athletic training facility, team office space, a sports medicine clinic, parking, and other ancillary uses. Additionally, it will include an outdoor

plaza, retail/restaurant uses (on two levels), community space, an outdoor stage, parking garage, parking structure, and the East Transportation and Hotel Site.

Construction on the new facility has begun in Summer 2021, and it will become the new home of the LA Clippers for the 2024-25 season. Veneklasen is providing vibration, crack monitoring and documentation services throughout the duration of the IBEC project. Our scope of work includes development and implementation of a Vibration, Crack and Line and Grade Monitoring Program for all existing buildings that are within (20) feet of demolition/construction activities. In addition, Veneklasen will be performing a line and grade survey to evaluate any foundational changes to the vibration receptors that may be due to demolition/construction activities. We are providing qualified acoustical engineers, calibrated equipment, monitoring the noise & vibration levels and providing the required reports. **Client:** City of Inglewood / Citadel EHS

**TOWER SEMICONDUCTOR (TOWERJAZZ) CENTRAL PLANT; NEWPORT BEACH, CA**

TowerJazz semiconductor manufacturing plant was soon to experience residential encroachment near its property line and required a reduction in plant noise propagation. Veneklasen was engaged to provide a noise study and provide mitigation measures for complying with the applicable standard.

Our staff performed short-term measurements near plant equipment to identify noise source levels for computer modeling analysis and long-term measurements to determine existing property line noise levels. Careful noise analysis was required to eliminate local aircraft events and constant nearby traffic noise from measured noise levels. The numerous noise sources at several buildings and equipment areas were modeled and the computer model calibrated with the measured long-term noise levels. Working with the client to point out significant noise sources and obtain acceptable mitigation measures, Veneklasen specified a complete package of mitigation measures including noise barriers, equipment enclosures, and equipment replacements acceptable to the Client. The implementation of the proposed mitigation occurred over one year, and upon validation measurements, the manufacturing plant noise levels complied with the required noise criteria without additional measures or adjustments.

Client: TowerJazz



HALLOWEEN HORROR NIGHTS AND GRINCHMAS NIGHTS AT UNIVERSAL STUDIOS; HOLLYWOOD

Veneklasen has worked with Universal Studios Hollywood for more than 13 years to assist with developing the Specific Plan governing site growth and noise requirements. We developed noise control for general park attractions and special events, including the annual Halloween Horror Nights and Grinchmas events. Each year our firm provided a computer noise modeling for developing noise mitigation as required to meet the Universal Specific Plan noise criteria.

Our consultants follow the noise monitoring plan and perform measurements of scheduled Halloween Horror Nights (HHN) events during the months of September, October and November and Grinchmas days in December on site and at the residential communities that surround the Universal Studio Hollywood (USH) property.

Client: NBC West, LLC



CIELO FARMS NOISE STUDY AND MONITORING SYSTEM

Cielo Farms, located in Malibu, is a vineyard site offering services for weddings and other functions. Veneklasen initially assisted Cielo Farms measurement and mitigation services to comply with Los Angeles County noise regulations during functions. The County accepted the resulting operational noise conditions but required a permanent noise monitor as a condition of approval. Veneklasen installed a permanent noise monitor at the site with remote access via the internet for access to real-time noise data, audio, and all past measured data, as well as warning alerts via email and text messages for noise levels exceeding set limits.

The noise monitor was installed in 2019 and continues functioning to monitor noise levels and send out warning alerts. Veneklasen staff continue to monitor these noise level alerts. **Client:** Cielo Farms

C. ENVIRONMENTAL NOISE STUDIES & REPORTS PROJECTS

Noise studies and reports are often required in order to ensure compliance with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) and other local noise impact ordinances in the process of project planning and development. In addition to several or all of the tasks listed in the bullet points (right), our Scope of Work often includes an Exterior Noise Survey that provides data to verify compliance with prevailing building codes, and also aids in the property’s acoustical design.

- Document Review
- Field Measurement & Site Analysis
- Noise Modeling
- Expert Testimony
- Mitigation Plans
- Draft EIR / EIS
- Comment Review of Final EIR / EIS
- Public Outreach Meetings

Environmental Impact Reports/Statements (EIR or EIS) provide a detailed analysis of the projected effects of a land development or construction project on the local environment. Many municipalities require the submission and approval of these highly technical reports before a large-scale or sensitively located project can be approved. Environmental Noise Impact is a significant component of the EIR process. Veneklasen’s services include review and synthesis of existing data, documentation, and noise ordinances; long-term measurements at multiple receiver locations; noise modeling and analysis for both existing and proposed conditions; noise zone and criteria development; noise section narrative and illustrations; and community outreach and agency review.

WE ARE PARTICULARLY PROUD OF OUR CONTRIBUTION TO...



NBC UNIVERSAL EVOLUTION PLAN EIR AND SPECIFIC PLAN; UNIVERSAL CITY, CA

This 391-acre development includes commercial, media production and entertainment districts and is immediately adjacent to a residential neighborhood, making noise impact and traffic two of the more high-profile aspects. The EIR was 27 volumes, and Volume 21, “Technical Appendix, Noise” was over 8,000 pages.



As part of the EIR, Veneklasen wrote the special conditions, or Specific Plan, for the local noise code that governs NBCU operations. Veneklasen’s involvement commenced in 2007 and continues to this day; the first draft EIR was published in November 2010 and was updated in 2012 by the NBCU/Thomas Properties team with the elimination of a proposed residential district.

Veneklasen’s role in the provision of Community Noise Impact and Construction Noise Analysis included measurements, analysis, modeling and predictions, and community outreach.

Client: NBC Universal + Thomas Properties Group



SCAG 2020-2045 REGIONAL TRANSPORTATION PLAN (RTP) / SUSTAINABLE COMMUNITIES STRATEGIES (SCS) PROGRAM EIR

SCAG is a designated transportation planning agency for the six-county Southern California region (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura). SCAG’s 2020 RTP/SCS PEIR analyzes transportation improvements and land use developments and identifies strategies to mitigate those environmental impacts. Veneklasen was retained in 2018 to develop the noise contours for aviation using the AEDT model across SCAG’s management area.

We provided consultation, coordination, and input to the project team on noise impacts for drafting the EIR. Our noise and vibration work were in compliance with requirements under CEQA for an Environmental Impact Report (EIR). Our deliverables included:

- Data inputs used in the AEDT model in Excel and PDF formats
- Draft Noise Contour Map
- Final Regional Noise Contour Map
- GIS Shapefiles from the Regional Noise Contour Map
- Draft and Final Noise Technical Report

Client: SCAG / Impact Sciences



CITY OF CAMARILLO GENERAL PLAN NOISE ELEMENT UPDATE

The previous General Plan Noise Element was adopted in 1996 and the City sought an update to the General Plan Noise Element to reflect any new or revised Noise Element policies. The updated Noise Element addresses existing and future conditions in the City, consistent with the Land Use, Circulation, and Housing Elements. Specifically, it provides an updated inventory of noise sensitive uses, noise contours, and projections, as well as refinement of the policy framework to protect sensitive receptors and encourage noise attenuation.

Veneklasen assisted Rincon Associates with the noise measurements, modeling and predictions for the noise element update in the City of Camarillo., performing noise surveys and data analyses for:

- | | |
|------------------------------------|--------------------------|
| • US Highway 101 | • Camarillo Airport |
| • Major arterial and local streets | • Major industrial sites |
| • Union Pacific Railroad | • Agricultural activity |
| • Camarillo Train Station | |

Veneklasen’s staff performed short-term and long-term noise monitoring of traffic, aircraft, rail, utilities, manufacturing, and other environmental noise sources to establish existing noise contours throughout the City. Measurement were performed at strategic locations and the data analyzed and computer modeled to develop the noise contours. Utilizing predicted growth in population, traffic, and other factors, Veneklasen Associates predicted future noise contours.

Client: City of Camarillo/Rincon Consultants



CITY OF INGLEWOOD RESIDENTIAL SOUND INSULATION PROGRAM

LAX is the busiest airport in the western US, and the City of Inglewood lays adjacent to the airport, directly beneath its flight path. Since 1995, Veneklasen and its staff have assisted the City of Inglewood develop and implement its RSIP related to aircraft noise from LAX.

Our services have included drafting and implementation of City and Los Angeles World Airports (LAWA) policies and procedures, guidance and adoption support related to FAA regulatory changes, development of technical specifications and standard construction details, development of “Green” specifications, new product reviews and recommendations, and complete noise auditing and construction management of renovation to over 3,300 dwellings. Our most recent projects include acoustic and architectural design and construction management of 200 dwellings in 2017, 200 dwellings in 2015, 200 dwellings in 2011, 195 dwellings in 2010, 175 dwellings in 2009, 249 dwellings in 2008, and 471 dwellings in 2007, all within the City of Inglewood.

Client: City of Inglewood



LOS ANGELES COUNTY COMMUNITY DEVELOPMENT COMMISSION RSIP

Since 2003, Veneklasen and its staff have worked with the County of Los Angeles to implement sound insulation for homes impacted by the airports throughout Los Angeles. Our work has included FAA and LAWA policy guidance; updating Los Angeles County’s technical specifications and construction details; demonstration of improved technical specifications and construction management practices; new insulation product reviews and recommendations; and acoustical pre- and post-construction testing of all dwellings. Our most recent projects include acoustical testing of dwellings between 2013 and 2017, and acoustic and architectural design and construction management of over 50 dwellings in 2010 and over 50 dwellings in 2011 in the City of Lennox and Athens. Veneklasen currently provides noise measurements for

Client: Los Angeles County Development Authority (LACDA)

D. PROJECT TEAM

Veneklasen will provide the City with superior acoustical consultant services. We have the technical expertise and proven capability to innovate and deliver sound solutions to all projects. Veneklasen management and staff have decades of experience in successfully performing assessment and providing noise study services for projects similar to the City of Fort Pierce noise study.

Our team of Associates are available for the duration of this contract. All services and equipment will be provided by our staff only. **The key team members will not be removed or reassigned without prior approval of the City.**

Name	Title	Role
Mahabir S. Atwal, Ph.D.	Principal	Project Principal
Stephen A. Martin, PhD, PE	Associate Principal	Project Manager
Elias Montoya	Associate IV	Acoustical Consultant - Measurements/ Data Control/System Installation
Sanath Hapuarachchi	Associate V	Acoustical Consultant - Measurements/ Data Control/System Installation
Veneklasen Staff	Associates V-VI	Measurements and Data Analysis

Project Principal will provide project oversight and leadership regarding the environmental acoustics and methodology. Mahabir will be the Principal Acoustical Consultant for the project. Mahabir will participate in decision making of the key elements and will ensure project quality standards are met. He will be assisted by Senior staff members that specialize in the environmental acoustics.

Project Manager is responsible for communication management including the enforcement of the schedule, fee oversight, and the timely exchange of information. He will review all the deliverables. Cost and performance optimization will be the responsibility of Project Manager throughout the project span. He will be the point of contact for tracking each deliverable and the timely exchange of information.

Stephen has experience with a number of long-term and permanent noise and vibration monitoring system projects, including the California State Parks Off-Highway Vehicle project, the California State Attorneys General Office Carnegie Park project, City of Fargo Noise Study, Mondrian Hotel Sky Bar, Cielo Farms, 9876/9900 Wilshire, 10900 Wilshire, the Clippers Intuit Dome, and others.

Acoustical Consultant – Elias and Sanath will oversee the actual measurements and verify the accurate and timely exchange of data from the instrumentation to Veneklasen’s offices for reporting and analysis purposes. Both Elias and Sanath are experienced with on-line monitoring systems used for the Clippers Intuit Dome, 10900 Wilshire, and other projects.

Veneklasen staff assist the team leads with measurements, data analysis, mitigation.

Resumes of the key personnel are included in the Appendix – Exhibit 1.

III. APPROACH TO SCOPE OF WORK

A. PROJECT UNDERSTANDING

We understand the City of Fort Pierce is requesting a noise study to evaluate noise contours to develop noise standards for reasonable permissible sound levels in various areas of the City. These standards will enhance the existing City noise codes to include sound measurement procedures and eliminate ambiguity in maximum allowable sound levels as well as bass sound in residential, commercial, industrial areas, and where land uses adjoin each other. The City is also looking at possible mitigation measures such as soundproofing or other means for reducing impacts from commercial establishments on bordering residential structures, and developing objective standards to account for and control the ambient noise level in the urban environment.

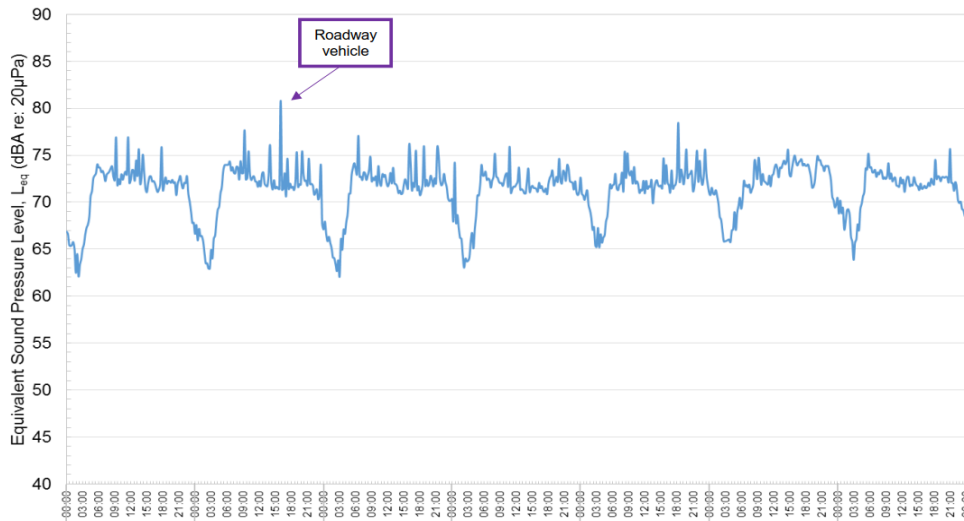
Veneklasen is currently completing similar work for the City of Fargo, North Dakota, and has performed similar work to identify noise levels, evaluate and establish noise criteria, and evaluate impacts for the State of California Attorneys General Office for the Department of State Parks and other clients. Each of these projects included measurements to establish the existing conditions and impacts, comparing measured data to current criteria and established acoustic normal sound levels for preventing impacts, and providing updated criteria for clarifying sound metrics and limits to alleviate impacts. Our approach to accomplishing the goals of this project are similar to these and other similar projects but restructured to the needs of the City of Fort Pierce.

The selection of the measurement locations is a critical phase of this project. Veneklasen will review the boundary lines between property zones and especially the residential zone within the District to review critical areas that may be affected by extended hours of operation and for amplified sound or other improvements/modifications to the Fort Pierce's Municipal Code.

Our approach typically includes a kickoff meeting to discuss project objectives, goals, and concerns of the City to ensure the project team fully understands the project needs. This meeting will also serve to ensure all relative data collected by the City is delivered to Veneklasen for our review. With this data and understanding of the project, we can develop a measurement plan for a complete analysis of existing noise levels and production of noise contours. Veneklasen owns more than 40 Type 1 precision sound level meters and can quickly complete the required noise measurements to reduce the project timeframe.

Upon developing the measurement plan, sound level meters would be located to measure as needed throughout the City to establish existing noise levels and for evaluation of noise contours. Veneklasen will perform detailed noise measurements which includes second by second noise levels and recorded audio. This allows Veneklasen to capture important noise level statistics as included in the City's Municipal Code and other city noise ordinances, but also allows for further analysis to evaluate additional noise level statistics or determine supplemental requirements should the review of the measured data indicate a finer data analysis is warranted. This eliminates a need for further measurements should this additional data analysis be desired, as the second by second data measurement as well as the recorded audio provide all the necessary information for performing any noise analysis that may be needed. For this reason,

Veneklasen does not require staff at each monitoring location for the long-term measurement period. Staff will visually review the data from each noise monitor on a histogram chart to recognize noise anomalies and will listen to the recorded audio to determine the cause of the anomaly. A histogram chart from a large scale construction noise monitoring project performed by Veneklasen is shown below indicating an anomaly that exceeded the typical range of measured noise levels and was identified by listening to the recorded audio.



9876 Wilshire + 9900 Wilshire Construction Noise Monitoring Project. Our role included the provision of weekly reports and analysis, plus consulting services as needed.

Veneklasen has developed several proprietary computer noise analysis tools which can be employed on this project for specialized analysis. With these tools, the detailed noise measurement techniques, and our experience on similar projects, Veneklasen can provide detailed recommendations and insight into appropriate thresholds of violations relating to the use of amplified sound equipment and for remedial mitigation measures available to comply with these thresholds.

The resulting noise data will provide Veneklasen with the information necessary to develop noise contours throughout the City and complete our noise study report. Following a draft submission, we will review comments from the City and provide a final report. The City can then utilize the final noise study report to update noise standards and implement the recommended mitigation measures to control noise. Veneklasen will support the City in these efforts utilizing our experience with assisting other cities in these endeavors.

Veneklasen, therefore, makes a commitment to provide the services and deliverables required for the project. As experienced acoustical consultants, we agree to perform the city-wide noise study and provide any needed verification, recommendations, mitigation, and documentation.

B. PROJECT MANAGEMENT APPROACH

Our approach to ensure timely review, coordination, and implementation of the required services includes the following:

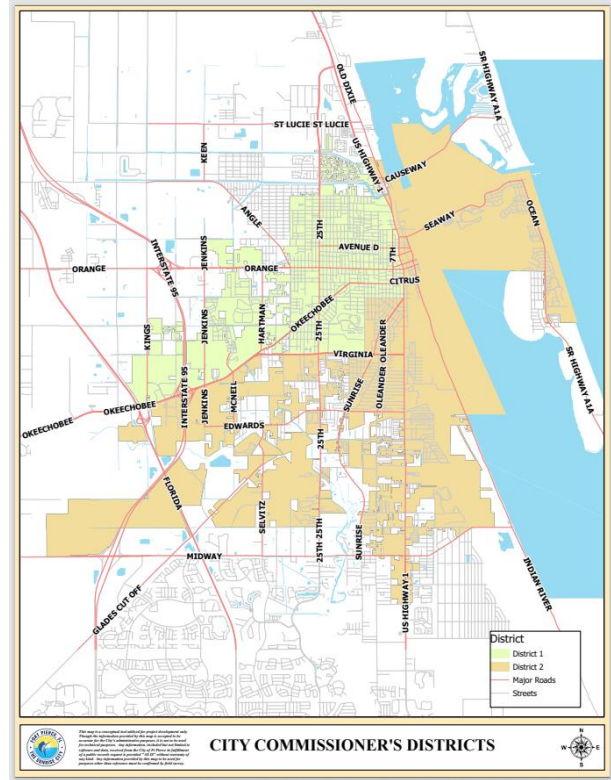
1. **Fully Understand the Project** – We strive to be an effective member of the project team by first understanding the project’s requirements, the scope of work, and the budget. The project principal and the project manager discuss the project with the client to know the client’s concerns, the issues faced, and the desired outcomes. This information is also shared with Veneklasen’s staff members to better equip them to perform their work.
2. **Carefully Plan Each Task** – Each project consists of several tasks which work together to complete the project. Project manager outlines the project by determining each task required for completion, coordinates with the client to evaluate and schedule the tasks, prepares staff and equipment for each task, and oversees the tasks for successfully completing the project.
3. **Utilize Superior Equipment and Tools** – Our firm has an extensive inventory of superior measurement equipment with capabilities to fully meet the project task needs. This inventory, including 35 sound level meters, allows us to bring backup equipment for emergencies or to add additional measurement locations when desired. Acoustical tools include commercially developed noise modeling software as well as analysis tools developed to specifically analyze proposed project activities.

4. **Employ Acoustically-Trained Staff** – Our staff consists of members fully trained in acoustic measurement, analysis, and mitigation, most of whom have engineering degrees. They are knowledgeable in noise regulations and noise statistics, and they measure sound levels to provide measurement data statistics for evaluating compliance and to mitigate sound and vibration issues. Veneklasen has staff members with advanced degrees in acoustics and professional engineering licenses, and many operate computer noise models to assist with data analysis and mitigation options. Our personnel depth allows for quick responses to client needs. We intend to use local staff for the project to retain project response, measurement needs and site support.
5. **Go Beyond the Scope of Work** – When performing noise measurements, we measure the data required for the scope of work but include additional data and statistics and often propose additional measurement locations that can become important when other aspects of the current project become apparent or for future projects. This additional data and statistics allow more detailed analysis that originally was not considered and reduces the need for repeating measurements. When analyzing data or designing mitigation options, we think outside the box to develop options beyond those originally planned or considered to give the client choices to balance costs, aesthetics, and function.
6. **Quality Assurance** - We manage our projects using Kantata (Mavenlink), a project management software. Within this program, we can assign tasks, schedule staff hours, communicate deliverable deadlines and expectations, and monitor employee workload to ensure that tasks are handled on time and associates are appropriately booked across multiple projects. Schedule changes are facilitated through the program as it allows for easy schedule updates and subsequent identification of potential staffing conflicts.
 - Projects are staffed with a Principal in Charge, Project Manager and Acoustics Analysts. A Principal or Associate Principal level is staffed to monitor the QA/QC Process.
 - Project reviews are conducted by the Principal in charge at major deliverable stages while the project manager reviews all work on a weekly delivery basis. Key QA/QC issues that may arise are well document and discussed with the Principal in charge.

C. SCOPE OF WORK INCLUDED IN THE RFP

We understand the scope of services consists of, but is not limited to:

- Reviewing City’s Municipal Code Chapter 26 – Offenses and Miscellaneous Provisions, Article II - Noise of the City’s Code of Ordinances, Chapter 125 – Zoning, Article IV, Basic Zoning Districts.
- Conducting an analysis of sound activity citywide with a focus on the City’s downtown and Special Entertainment District.
- Providing recommendations to eliminate ambiguity in enforcing the maximum decibel for residential, commercial, and industrial areas, and maximum decibel limits.
- Establishing an objective measure for sound and bass limits at commercial establishments abutting residential areas.
- Recommending objective performance standards to account for ambient noise in the City of Fort Pierce’s urban environment.
- Providing recommendations regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment.
- Any additional services as may be deemed necessary by the City.



Veneklasen staff is experienced in measuring and providing real-time data for evaluating Noise Ordinance and General Plan compliance for cities and entities like the City of Fort Pierce. Veneklasen will measure the noise levels consistent with the standards listed in the City Noise Control Ordinance at a minimum of sixteen (16) locations. Our investigation into the Downtown and Entertainment District found the municipal code section defining this area as indicated in the figure below. We also determined that complaints have occurred within the Edgar Town district located at the north end of this defined district. From our experience with similar projects, we initially plan to locate eight to twelve long-term noise monitors in the Downtown and Entertainment District. The remaining four to eight noise monitors can be located within various areas city-wide as indicated by our review of complaints documentation and discussions with the City.

In addition to the 16 long-term noise monitors, Veneklasen staff will utilize two additional short-term noise monitors for measuring the noise levels of the various noise sources making up the overall ambient noise level. These short-term measurements would occur city-wide with a focus on the Downtown and Entertainment District over two afternoon-evenings on two different weekends for a total of four days. These measurements will assist to produce the computer noise model for generating city noise contours.

**Downtown Business and Entertainment District
FIGURE 1-2**



The City has a municipal code that regulates noise. The code specifies that between the hours of 11:00 pm and 7:00 am, Monday through Saturday, and 11:00 pm and 1:00 pm on Sundays, any noise audible from 50 feet from the property is prohibited. The code also provides guidelines for trash disposal and parking.

Limiting Noise Levels for Zoning Districts

Time	Residential	Commercial	Industrial
Daytime - Maximum number of decibels permitted: 7:00 a.m. to 11:00 p.m., Monday through Saturday 7:00 a.m. to 1:00 p.m. on Sunday	60	65	70
Nighttime - Maximum number of decibels permitted: 11:00 p.m. to 7:00 a.m. Sunday through Saturday			

Below we are included the description of sequential tasks for accomplishing the requested Scope of Work.

D. PROPOSED SCOPE OF SERVICES – CITY-WIDE NOISE STUDY WITH A FOCUS ON THE CITY’S DOWNTOWN AND SPECIAL ENTERTAINMENT DISTRICT

Veneklasen will complete all scope items and deliverables included in the RFQ issued by the City. The Scope of Services outlined below provides additional clarification to the minimum list of deliverables included in the RFP.

1. Noise Survey

1. Project Kick-off Meeting

- a. Attend the kick-off meeting with the City to review the project scope, schedule, project goals and key issues.
- b. Identify lines of communication and clarify questions.
- c. Review important areas of the City for noise measurements and investigation.
- d. Obtain additional data from the City such as noise complaint records, noise citations issued, and other data indicating important areas for the study

2. Measurement Plan (Selection of Measurement Dates and Locations for City Approval)

- a. Review the project-related documentation including the municipal code, noise ordinance, zoning and land use codes, and complaints from the residents and businesses within the downtown and Special Entertainment district.
- b. Finalize noise measurement locations. City staff will assist in making the selection.
- c. Identify noise-sensitive locations to be used in the analysis based on the information provided by the City with some input from Veneklasen.
- d. Prepare the list of the data collection locations and measurement dates for a written approval from the City and Business Owners of the privately-owned buildings if warranted. The City will contact the business owners for approvals.

3. Mobilization and Deployment

- a. Review secure sites available for equipment to remain set up for the long-term measurements approved by the City.
- b. Set up sound monitors at the measurement locations. Sixteen (16) monitoring locations are assumed. Additional monitoring stations will also be set up as requested by the City. If additional stations are needed, Veneklasen will provide the additional cost for the additional stations.
 - The monitors will operate most effectively with a source of power (110V, 50 Hz). Depending on the location, AC power, solar panels, or batteries will be used.
 - Each monitor will be locked; each monitor will remain secure for the entirety of the measurement period.
 - The monitor locations should be located in the areas of greatest sensitivity. Building rooftops often provide adequate measurement locations with good security.

4. Data Collection / Noise Monitoring

- a. Veneklasen will measure noise levels during the daytime and nighttime hours to establish the ambient noise levels and the noise levels when entertainment venues, street performances, vendors, and/or amplified sound equipment is in use. The noise measurements will be taken at the approved locations within the Downtown District and the Special Entertainment District areas.
- b. For each of the selected locations, the ambient noise level shall be measured second by second during daytime and nighttime for seventeen (17) consecutive days. The measured data will include audio recordings for evaluating data anomalies.
- c. Veneklasen will monitor the ambient noise levels for comparison with the established criteria. The measurements shall include noise level comparisons of when amplified sound is not in use and when

amplified sound is in use. The second by second measurement data will allow Veneklasen to evaluate many other statistical sound levels for developing possible modifications to the noise code and noise ordinance.

- d. Two Veneklasen staff members will roam the Special Entertainment District and the downtown district during the critical measurement periods and the 11 pm time period when typical noise ordinances require lower ambient noise levels and may prohibit amplified sound for two weekend evenings. This will also provide information on noise source locations and establishments utilizing interior amplified sound and vendors using exterior amplified sound, both of which may or may not be an impact to the community.

2. Data Analysis and Report

1. Data Analysis and Recommendations

- a. Evaluate measured noise data with current noise ordinance to determine significance of impact on the surrounding community including criteria for sensitive receptors based on their activities/operations.
- b. Develop a noise contour map for the major sources in the Downtown and Entertainment district areas. The noise contours will be generated using GIS-based mapping.
- c. Provide recommendations for improvements or modifications to the Noise Control Ordinance regarding allowable noise levels, presumed ambient noise standards, minimum and maximum ambient noise levels and bass noise, and amplified sound. The factors to include in this review include, but are not limited to:
 - 10:00 pm sound amplification curfew.
 - Days and time options.
 - Simple enforcement methods.
 - Future residential development near the districts.
 - Interface between existing/new venue facilities and residential area.
 - Effect of Noise Ordinance changes on the General Plan.

2. Draft Report

- a. Prepare a draft report summarizing measurements results and our analysis. Recommendations will be submitted for plausible remedial mitigation measures and appropriate thresholds of violation relating to street performances, vendors, and the use of amplified sound equipment, and the report will determine plausible options to modify the existing noise ordinance.
- b. Answer City questions and provide any necessary clarifications to the report.

3. Final Report and Presentation

- a. Following the draft report review meeting with the City, Veneklasen will incorporate any comments from the City and all necessary revisions and clarifications to produce a final report.
- b. Attend the City Council online meeting to present the final report.

IV. PROJECT BUDGET

A. 2023 STAFF AND EQUIPMENT RATES

Staff Category	Hourly Billing Rate
Associate I	\$260
Associate II	\$215
Associate III	\$195
Associate IV	\$165
Associate V	\$145
Associate VI	\$125

Equipment	Monthly Rate
Weekly Rate	\$375
Monthly Rate	\$1,750

B. LEVEL OF EFFORT / BREAKDOWN BY TASK

Please find below breakdown by task and manhours for the staff designated for sound monitoring and data analysis for the project.

Tasks/Level	Mahabir Atwal	Stephen Martin	Elias Montoya	Sanath Hapuarachchi	Staff
	<i>Associate I</i>	<i>Associate II</i>	<i>Associate IV</i>	<i>Associate V</i>	<i>Associate VI</i>
Kickoff Meeting		2	2	2	0
Measurement Plan		2	0	0	0
Mobilization and Deployment		2	0	8	8
Data Collection and Noise Monitoring		28	0	52	52
Nighttime Measurements		0	0	24	24
Data Analysis and Recommendations	2	16	18	52	14
Noise Study Report	1	8	4		
Total Hours	3	58	24	138	98

C. COST SAVING METHODS

Veneklasen has available 35 sound level meters which can be available, and 16 of these meters can be set up simultaneously to reduce the costs and reduce the measurement timeframe. These meters will be placed at secure locations over the 17-day measurement period to reduce staff’s set-up and tear-down costs. Veneklasen can simultaneously measure up to sixteen (16) secure locations during seventeen (17) consecutive days while one staff monitors activity of street performances and vendors and during the 10 pm time period for two weekend evenings to measure source noise levels, list any special observations or circumstances that may affect the data, and to note if amplified sound is in use when prohibited. Utilizing long-term A/C or battery power, the equipment can remain set in place for the 17-day measurement period, reducing set up time and costs.

Veneklasen has reduced estimated costs by eliminating staff present near each monitoring location during the 17-day measurement period. The equipment will record the audio during each night of measurements should further analysis be warranted after reviewing the measured data, and this will allow identification of noise data anomalies by listening to the audio. This eliminates the possibility that measurements might need to be repeated due to some unforeseen condition.

Veneklasen has developed spreadsheet analysis tools which allow a quick analysis of the measured digital data to reduce data analysis costs and reduce the analysis time period.

D. COST ESTIMATE

Veneklasen’s cost estimate for the scope of work described in the RFQ is indicated in the table below. Upon selection by the City, the scope of work and resulting costs will be discussed to determine whether the scope requires expansion or contraction.

1. Our Scope of Services and proposed Fees are based on information provided at the time this submittal was prepared.
2. The breakdown by phase is for the convenience of the City; we reserve the right to distribute the total fees as required.
3. Our Fees include all costs, direct and indirect, administrative costs, and all things necessary for Noise Study at the City of Fort Pierce Veneklasen shall work assist the client to determine the areas of the scope that should be pursued.
4. Our estimate includes labor, mobilization, deployment and calibration of (16) monitoring stations, and travel expenses.

The proposal is a firm offer and remains valid for at least one hundred twenty (120) business days after the Proposal due date.

Tasks/Level	Labor Hours	Labor Cost	Travel Expenses & Equipment	Total Cost
Kickoff Meeting	6	\$1,050		\$1,050
Measurement Plan	2	\$430		\$430
Mobilization and Deployment	18	\$2,590		\$2,590
Data Collection and Noise Monitoring	132	\$20,060	\$10,280	\$30,340
Nighttime Measurements	48	\$6,480		\$6,480
Data Analysis and Recommendations	102	\$16,220		\$16,220
Noise Study Report	13	\$2,640		\$2,640
Total	321	\$49,470	\$10,280	\$59,750

V. PROJECT SCHEDULE

Our employees will spend on average 20% of their time on the current project. The nature of our consulting services are such that our personnel is involved on an on-going, as-needed basis on multiple projects with extended timelines. We are therefore experienced in managing our work effort with short notice, and resuming our involvement on an intermittent basis as required.

Tasks/Level	Estimated Labor Hours	Duration	Notes
Kickoff Meeting	6	1 week	Includes review of Municipal Code, Noise Ordinance, Zoning
Measurement Plan	2	1 day	
Mobilization and Deployment	18	1 week	
Data Collection and Noise Monitoring	180	1 month	Includes 17 days of 24-hour long-term measurements and four days of afternoon/evening short-term measurements
Data Analysis:	102		
Collect & Analyze Data		1 week	
Create a Noise Model		1 week	
Contrast Noise Model with Codes		2 days	
Develop Noise Level Criteria		3 days	
Develop Recommendations		2 weeks	Includes clear enforcement text, objective measures at commercial/residential abutments, ambient noise performance standards, and soundproofing and other plausible mitigation measures.
City Additional Tasks		TBD	
Noise Study Report	13	1 week	

VI. PROJECT EQUIPMENT LIST

Fort Pierce Noise Study Materials and Equipment List:

1. Ten (10) Bruel & Kjaer Model 2250/2270 Type 1 sound level meters
2. Eight (8) NTI Model XL2 Type 1 sound level meters
3. Sixteen (16) tripods
4. Sixteen (16) Pelican cases
5. Sand bags, extension cords, batteries and power cables either brought to the site, borrowed from the City/property owner, or purchased at the site.

VII. REFERENCES

We are pleased to provide references for a Noise and Vibration Study from our clients who have contracted with Veneklasen Associates, Inc. for services similar to those described in this Request for Proposal within the last five (5) years. See Exhibit 1 for Client Reference Letters from City/Public Agency.

PROJECT NAME AND GENERAL SCOPE OF WORK	NAME & TITLE	ORGANIZATION AND MAILING ADDRESS	PHONE	EMAIL
* California State Parks OHMVD SVRA Carnegie Park Off-Highway Vehicle On-line Noise Monitoring Systems	Deborah Smith, Supervising Deputy Attorney General State of California	California Attorneys General Office 1300 I Street, Suite 1101 P.O. Box 944255 Sacramento, CA 94244-2550	916-210-7839 916-969-8232 (cell)	deborah.smith@ doj.ca.gov
City of Fargo Noise Study Downtown Noise Study with code enhancement	Tanner Smedshammer, Purchasing Manager	City of Fargo 225 4 th Street North Fargo, ND 58102	701-241-1528	Tanner.Smedsha mmer@FargoND. gov
Sky Bar at Mondrian Hotel; West Hollywood Permanent On-line Noise Monitoring System	Norbert Relecker, General Manager	Mondrian Los Angeles, SBE Hotels 8440 W Sunset Blvd., West Hollywood, CA 90069	323-650-8999	norbert.relecker @sbe.com
Cielo Farms Events Noise Study, Permanent Noise Monitoring System Design and Installation	Richard Hirsh Owner	Cielo Farms 31424 Mullholland Highway Malibu, California 90265	818-294-5715	RHirsh@johnpaul richard.com
* 9876 Wilshire Boulevard and 9900 Wilshire Boulevard Construction Noise and Vibration Monitoring	David Yelton, CBO Assistant Director, City Building Official	City of Beverly Hills 455 North Rexford Drive, Beverly Hills, CA 90210	310-285-1154	dyelton@beverly hills.org
The Clippers, Inglewood Basketball and Entertainment Center (IBEC) Construction Vibration Monitoring	Nalinna Rasu, CAC, CDPH, CHMM, LEED AP Principal, Engineering and Environmental Sciences	Citadel EHS 2525 Cherry Ave., Suite 105, Signal Hill, CA 90755	818-246-2707 818-446-9906	nrasu@citadelehs .com
* City of Inglewood RSIP Community Noise and Vibration Measurement of Aircraft Noise from LAX	Bettye Griffith, Director of the Residential Sound Insulation Department	City of Inglewood Residential Sound Insulation Department One Manchester Blvd., Suite 550, Inglewood, CA 90312	310-412-5289	bgriffith@cityofin glewood.org

APPENDIX TO PROPOSAL

EXHIBIT 1: KEY PERSONNEL RESUMES

MAHABIR S. ATWAL, PH.D. | MANAGING PRINCIPAL | PROJECT PRINCIPAL

Dr. Mahabir Atwal is a highly accomplished acoustics, noise, and vibration engineer who has consulted on over 3,000 projects worldwide and published over 50 technical papers. As an architectural acoustician, he has played a role in the design of major projects in the United States and throughout the world including airports and rail stations; civic centers and government buildings including courthouses; hotels, resorts and residential properties; educational facilities from child care centers, to K-12 campuses, to university buildings; public safety and detention centers; hospitals and research laboratories; industrial and manufacturing plants, and office buildings. Beginning with his master's and Ph.D., Mahabir emphasized the science and fundamentals of acoustics, with a focus on sound absorption in porous materials, followed by research for NASA in the area of transmission loss.

As an acoustician, Mahabir's expertise with vibration analysis and mitigation is unique, and enables him to provide the impact analysis of structural vibrations and the dynamic and static analysis of structures using finite element analysis.

Mahabir will be the Principal Acoustical Consultant for the project. Mahabir will participate in decision making of the key elements and will ensure project quality standards are met. He will be assisted by Senior staff members that specialize in the environmental acoustics.

Education

Postdoctoral Research Associate, Purdue University
M.B.A. Business Management, Pepperdine University
Ph.D. Physics/Acoustics, Leicester University
M. Phil. Physics/Acoustics, Leicester University
B.S. (Honors), Physics, Leeds University

Professional Affiliations

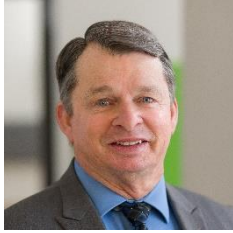
Acoustical Society of America

Select Project Experience

- 9876 Wilshire + 9900 Wilshire - Multi-Year Construction Noise & Vibration Monitoring, Beverly Hills, CA
- City of Huntington Park North West Area EIR, Huntington Park, CA
- City of Inglewood/LAWA Residential and School Sound Insulation Projects, Inglewood, CA
- County of LA Fire Department EIR for New Complex, Los Angeles, CA
- Hyundai Test Course Annexation, Detachment and Redevelopment, California City, CA
- Ladera Ranch Noise Monitoring of Civic Events and Training for Ladera Ranch Maintenance Corporation (LARMAC)
- LA Metro Eastside Extension Project 405 Freeway Sound Wall Study, Los Angeles, CA
- LADWP Owens Valley PM10 Planning Area Demonstration EIR, Owens Valley, CA
- Los Angeles County Residential Sound Insulation Program, Los Angeles, CA
- Metrolink Regional Connector, Japanese Village Plaza EIR/EIS Noise and Vibration Peer Review, Los Angeles, CA
- Mondrian Hotel Skybar Operational Noise Mitigation and Monitoring, West Hollywood, CA
- Soho House Operational Noise Mitigation and Monitoring, Coachella Valley Music, La Quinta, CA
- Sunset and Gordon – construction noise mitigation plan and monitoring services, Los Angeles, CA
- Westside Purple Line at 10900 Wilshire – construction noise & vibration monitoring, Los Angeles, CA

Other Representative Projects

- Los Angeles County Fire District Headquarters, Los Angeles, CA
- Los Angeles International Airport - Public Safety Building; Los Angeles, CA
- Los Angeles Police Department Headquarters, Los Angeles, CA
- Los Angeles International Airport – Midfield Satellite Concourse, Los Angeles, CA
- Central Utility Plant Upgrade & Cogeneration Plant, Santa Ana, CA
- Deer Valley Water Treatment Plant, Phoenix, AZ
- Foothills Booster Pump Station, Phoenix, AZ
- Metropolitan Water District of Southern California Facility Upgrade, La Verne, CA
- North Gateway Water Reclamation Plant, Phoenix, AZ
- Orange County Water District Water Laboratory Building, Fountain Valley, CA
- Rady Children's Hospital Cogen Plant & Central Utilities Master Plan, San Diego, CA

STEPHEN A. MARTIN, PH.D., P.E. | ASSOCIATE PRINCIPAL | PROJECT MANAGER

Dr. Stephen Martin, P.E. is the Director of Veneklasen Associates' Environmental Noise and Vibration group, and as such manages all manner of projects – from field testing to long-term monitoring programs to complete program environmental compliance. His areas of expertise include environmental acoustics, construction noise and vibration, community noise impact, architectural acoustics including residential sound insulation, instrumentation, and system design. Steve is an outstanding program manager who is technically knowledgeable, skilled in plan development and execution, and well-spoken when communicating with stakeholders. He is also the Director of Western Electro-Acoustic Laboratory (WEAL), Veneklasen Associates' NVLAP-accredited testing division.

Education

Ph.D., Mechanical Engineering, Acoustics Emphasis, University of California, Los Angeles, 1993
M.S., Mechanical Engineering, Acoustics Emphasis, University of California, Los Angeles, 1987
B.S., Electrical and Electronic Engineering, California Polytechnic University, Pomona, 1981

Licenses

Registered Professional Engineer, Electrical Engineering State of CA, License No. E-12022, 1984

Professional Affiliations

Acoustical Society of America (ASA)
Audio Engineering Society (AES)
Institute of Noise Control Engineering (INCE-USA)
American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)

Representative Noise & Vibration Monitoring Projects

9876 Wilshire + 9900 Wilshire - Multi-Year Construction Noise & Vibration Monitoring, Beverly Hills, CA
10900 Wilshire - Metro Westside Purple Line Extension – Noise & Vibration Monitoring, Los Angeles, CA
CA Department of Parks & Recreation - State-wide Vehicular Recreation Area Ambient Sound Monitoring
Cielo Farms – Noise Study and Permanent Noise Monitoring System, Malibu, CA
City of Camarillo General Plan Noise Element Update, Camarillo, CA
City of Fargo – Noise and Vibration Study, Fargo, ND
City National Plaza- Construction Noise and Vibration Analysis, Metro Regional Connector; Los Angeles, CA
City of Inglewood/LAWA Residential and School Sound Insulation Projects, Inglewood, CA
City of Inglewood – Clippers Arena – Noise Element of EIR and Online Vibration Monitoring Systems, Inglewood, CA
City of Irwindale – Arrow and Vincent – Noise Contours, Irwindale, CA
Exposition Park Master Plan, Los Angeles, CA
Metro Southwestern Yard - Construction Noise Mitigation, Los Angeles, CA
Mondrian Hotel Sky Bar Permanent On-line Noise Monitoring System, West Hollywood, CA
MV-22 Osprey Noise Study Environmental Impact Statement – EIS
ocV!be Amphitheater at Honda Center – Master Plan, Anaheim, CA
Pala Raceway - Community Impact Noise Assessment, Palm Springs, CA
Soho Pop-up House at Coachella Festival Music - Multi-Year Community Noise Monitoring, La Quinta, CA, CA
Southern California Association of Governments Regional Transportation Plan 2020-2045
The Porsche Experience Center – Noise Compliance Study, Carson, CA
TowerJazz Manufacturing Plant Noise Mitigation and Post-Mitigation Noise Measurements, Newport Beach, CA
Universal Studios Environmental Impact Report and Multi-Year Special Events Noise Monitoring, Universal City, CA
Westfield Century City Expansion - Construction Noise & Vibration; Century City, CA

Community Noise Sound Propagation Studies

Environmental impact analysis and reports for proposed projects, construction noise analysis and mitigation, construction noise control plans, construction noise monitoring plans, utilities operational noise and vibration impacts and recommendations for control, and general community noise impacts.

Transportation Noise

Measurement, analysis, and mitigation of aircraft, rail, and vehicular traffic. Includes measurements for vehicle noise compliance and noise and vibration mitigation, including Los Angeles Metro bus pass-by noise levels per SAE J366, CA Department of Recreation Off-Highway Vehicle Department measurements per SAE J1287 and EPA F76a, and the instrumentation of a DC-10 for Raytheon to document noise and vibration effects of variable flight parameters.

ELIAS N. MONTOYA | ASSOCIATE IV | ACOUSTICS, NOISE & VIBRATION

Elias offers a broad experience in acoustical noise & vibration monitoring for various urban and rural sites. He holds a bachelor's degree in Acoustical Engineering. He has been conducting noise and vibration environmental studies of various locations, including wind farms, solar plants, construction projects, highways, hospitals, MRI installations and railways. Elias has a particular interest in environmental acoustics and has been one of the first to study the noise of wind farms in Latin America. Elias will serve as technical staff for noise and vibration impacts. He will be responsible for conducting acoustical measurements and general calculations, contributing to analysis, preparing report and mitigation options

Education:

Bachelor in Acoustical Engineering, Universidad Tecnológica de Chile
Electrical Technician, Liceo Industrial Domingo Matte Mesias

Selected Projects

9876 Wilshire + 9900 Wilshire - Multi-Year Construction Noise & Vibration Monitoring, Beverly Hills, CA
2016 Telegraph – Construction Management Plan, Noise & Vibration Monitoring, Oakland, CA
10900 Wilshire - Metro Westside Purple Line Extension – Noise & Vibration Monitoring, Los Angeles, CA
City of Inglewood/LAWA Residential and School Sound Insulation Projects, Inglewood, CA
Farmhouse Collective Mixed-Use - Environmental Noise Study for CEQA, Riverside, CA
Harkham Hillel Hebrew Academy - Environmental Noise Study for CEQA, Los Angeles, CA
Hollywood Pantages Theater - long-term construction and vibration monitoring, Hollywood, CA
Metro Southwestern Yard - Construction Noise Mitigation, Los Angeles, CA
Mondrian Hotel Sky Bar Permanent On-line Noise Monitoring System, West Hollywood, CA
ocVibe Amphitheater at Honda Center – Master Plan, Anaheim, CA
Rancho Cucamonga Fire District Public Safety Building - Construction Noise & Vibration, Rancho Cucamonga, CA
Southern California Edison – Substation Noise & Vibration – multiple locations in Southern CA
Universal Studios Multi-Year Special Events Noise Monitoring, Universal City, CA – Noise Monitoring

SANATH HAPUARACHCHI, MSc, INCE | ASSOCIATE VI | ACOUSTICS, NOISE & VIBRATION

Sanath brings over 25 years of experience in the environmental policy and protection, noise & vibration consulting for the Architectural, Transportation, Oil & Gas, Mining & Industrial projects in Canada and the USA. He completed more than 300 environmental noise assessments for oil and gas facilities, industrial mining sites and power generation facilities around Alberta (For AER/AUC Regulation), and British Columbia (For BC OGC Regulation); field noise measurement including long-term comprehensive and ambient noise monitoring, noise studies for EIR, CEQA documentation, and construction noise and vibration management plan reports. Sanat is a Member of Institute of Noise Control Engineering (INCE-US), and a Member of Canadian Association of Physicists (CAP).

Sanath will serve as technical staff for noise and vibration impacts. He will be responsible for conducting acoustical measurements and general calculations, contributing to analysis, preparing report and mitigation options

Education:

M.Sc. in Environmental Science, University of Colombo, 2000-2002
B.Sc. in Physics, University of Colombo, 1990-2003
Environmental Management Certificate, University of Calgary, 2013-2016

Selected Projects

10900 Wilshire - Metro Westside Purple Line Extension – Noise & Vibration Monitoring, Los Angeles, CA
City of Inglewood/LAWA Residential and School Sound Insulation Projects, Inglewood, CA
Westfield Topanga Expansion - Construction Noise & Vibration; Los Angeles, CA
Pragati Maidaan Tunnel, 5 underpass – sound plan modeling, New Delhi, India
Orange County Sanitation District (OCS), J-124 Digester Gas Facilities Replacement, Fountain Valley, CA
UCLA Central Utility Plant, Los Angeles, CA
Sound Wall Study for The Archer School, Los Angeles, CA
Stadium Shopping Center, Calgary, AB
UCSD Marine Conservation Facility, La Jolla, CA
Century City Center, Los Angeles, CA
West LA Veteran's Housing, Los Angeles, CA

EXHIBIT 2: CLIENT REFERENCE LETTERS

OFF-HIGHWAY VEHICLE NOISE MONITORING FOR CALIFORNIA STATE PARKS OHMVD SVRA CARNEGIE PARK

MATTHEW RODRIQUEZ
Acting Attorney General

State of California
DEPARTMENT OF JUSTICE



1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Public: (916) 445-9555
Telephone: (916) 210-7839
Facsimile: (916) 327-2319
E-Mail: Deborah.Smith@doj.ca.gov

April 23, 2021

RE: *Veneklasen Associates, Inc. expert services in Connolly Ranch, Inc. v. Department of Parks and Recreation, et al.,*
San Joaquin Superior Court Case No. STK-CV-URP-2016-12394

To Whom It May Concern:

This letter is to certify that Veneklasen Associates, Inc. has performed detailed noise monitoring at Carnegie State Vehicular Recreational Area (SVRA) of Off-Highway Vehicle (OHV) noise for the California Attorney General's Office related to the above-titled litigation. Following three-years of long-term noise monitoring with monitors that were remotely accessible for California State Parks, Veneklasen provided the equipment and the services to perform long-term monitoring at ten locations at Carnegie SVRA to provide baseline noise levels for OHV operations. I found Veneklasen very attentive to our needs and extremely capable in providing this noise monitoring service. I would highly recommend their services.

Please do not hesitate to contact me if you have any questions.

Sincerely,



DEBORAH M. SMITH
Supervising Deputy Attorney General

DMS:pc

SA2016302706

LONG TERM CONSTRUCTION NOISE AND VIBRATION MONITORING FOR THE CITY OF BEVERLY HILLS



June 4, 2021

Dear Sirs:

This letter is to certify that Veneklasen Associates, Inc. has performed long-term construction noise and vibration monitoring for three projects in the City of Beverly Hills. The projects located at 9876 Wilshire Boulevard and 9900 Wilshire Boulevard required continuous noise and vibration monitoring between May 2014 to January 2018 to evaluate impacts to local residences and a local school. Over this 3 year 8 month period, Veneklasen supplied the monitoring equipment and remotely accessed the monitors to evaluate data, provide monthly reports, and investigate issues. Veneklasen's assistance was very helpful to limit noise and vibration impacts to the surrounding community and to document sound and vibration levels to assist with community complaints.

Veneklasen also performed construction noise and vibration consulting services for the Waldorf Astoria project at 9850 Wilshire Boulevard to evaluate noise and vibration impacts and provide mitigation for the local residences, commercial properties, and a local school. These consulting services were provided in late 2017 through January 2018.

The project team kept excellent records and incident log requirements. All report and invoicing for these projects went smoothly and stayed within budget.



David Yelton, CBO
Assistant Director, City Building Official
City of Beverly Hills
Community Development Department
455 N. Rexford Drive
Beverly Hills, CA 90210
P: [310.285.1154](tel:310.285.1154) | F: [310.273.0972](tel:310.273.0972)
E-mail: dyelton@beverlyhills.org



City of Beverly Hills 455 N. Rexford Drive Beverly Hills, California 90210 t(310) 285-1141 f(310) 273-0972
BeverlyHills.org

COMMUNITY NOISE AND VIBRATION MEASUREMENT OF AIRCRAFT NOISE FROM LAX



City of Inglewood
Residential Sound Insulation Department



BETTYE R. GRIFFITH
Director

October 21, 2019

Dear Sirs:

This letter is to certify that Veneklasen Associates, Inc. has performed community noise measurements of aircraft noise from Los Angeles International Airport since July 2014 to determine the impacts to schools and residences in the City of Inglewood. Veneklasen and its staff have served the City well in this endeavor.

Thank you.




Bettye R. Griffith
Director

EXHIBIT 3: CERTIFICATE OF INSURANCE

Our current insurance coverage meets the limits set for the project. The renewed Certificate will be sent to City directly from the insurance agent’s office. The new COIs are effective from 9/1/2023 – 9/1/2024.

General Liability	\$1 Million per Occurrence/\$2 Million aggregate
Automobile Liability	\$1 Million combined single limit / \$10 Million if driving access is required on the AOA or as established by BGPAA
Workers Compensation	Statutory Limits
Professional Liability	\$2 Million per claim/\$2 Million aggregate

See Certificate of Insurance attached on the next page.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/22/2023				
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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479		CONTACT NAME: Cynthia Salmon PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: cynthia.salmon@dibu.com ADDRESS: _____						
INSURED Veneklasen Associates, Inc. 1711 16th Street Santa Monica, CA 90404		INSURER(S) AFFORDING COVERAGE		NAIC #				
		INSURER A : Citizens Insurance Company of America		31534				
		INSURER B : Hanover Insurance Company		22292				
		INSURER C : Zenith Insurance Company		13269				
		INSURER D : Admiral Insurance Company		24856				
		INSURER E : _____ INSURER F : _____						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	X	X	ZBFJ12090201	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included HIRED NON OWNED \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ZBFJ12090201	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			UHFJ12091001	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ _____ Aggregate \$ 10,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	M1329102	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional Liabil			EO00003488708	9/1/2023	9/1/2024	AGGREGATE \$ 5,000,000	
D	Professional Liabil			EO00003488708	9/1/2023	9/1/2024	PER CLAIM \$ 5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Wording for Description of operations on certificates. Professional Liability Deductible per claim \$25,000. Retroactive Date: Full Prior Acts Umbrella Policy is following form to underlying General Liability, Hired/Non-owned Auto Liability and Worker's Compensation. 30 day Notice of Cancellation and 10 day Notice for Non- payment of premium will be delivered per policy provisions. Noise, Acoustic, and Sound Consulting Services for the City of Fort Pierce SEE ATTACHED ACORD 101								
CERTIFICATE HOLDER					CANCELLATION			
City of Fort Pierce Attention: Purchasing Department 100 N. U.S. Hwy 1 Fort Pierce, FL 34954-1480					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
					AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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EXHIBIT 4: RFQ REQUIRED FORMS, CERTIFICATIONS AND LICENSES

1. **DRUG~FREE WORKPLACE FORM**
2. **W-9 FORM**
3. **REFERENCES**
4. **PROPOSER’S CHECKLIST**
5. **BUSINESS LICENSE CERTIFICATE**
6. **FLORIDA STATE DBE CERTIFICATION**
7. **PROFESSIONAL ENGINEER LICENSE**
8. **ADDENDUM NO. 1 ACKNOWLEDGEMENT RECEIPT**



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
Veneklasen Associates, Inc. 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 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.

Nalabalwal

Proposer's Signature

August 25, 2023

Date

Request for Taxpayer Identification Number and Certification

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

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

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. Veneklasen Associates, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 1711 Sixteenth Street	Requester's name and address (optional)
	6 City, state, and ZIP code Santa Monica, CA 90404	
	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									
9	5	-	3	5	4	3	6	8	0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 8/25/2023
------------------	-----------------------------------	-------------------------

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.



REFERENCES

RFQ NO. 2023-055

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Customer Reference 1	
Name	California Attorneys General Office
Contact:	Deborah Smith, Supervising Deputy Attorney General State of California
Address:	1300 I Street, Suite 1101, PO Box 944255 Sacramento, CA 94244-2550
Telephone:	916-210-7839
Email:	deborah.smith@doj.ca.gov
Customer Reference 2	
Name	City of Beverly Hills
Contact:	David Yelton, Assistant Director, City Building Official
Address:	455 Rexford Dr., Beverly Hills, CA 90210
Telephone:	310-285-1154
Email:	dyelton@beverlyhills.org
Customer Reference 3	
Name	City of Inglewood, Residential Sound Insulation Department
Contact:	Bettye Griffith, Director
Address:	1 Manchester Blvd., Suite 550 Inglewood, CA 90312
Telephone:	310-412-5289
Email:	bgriffith@cityofinglewood.org
Customer Reference 4	

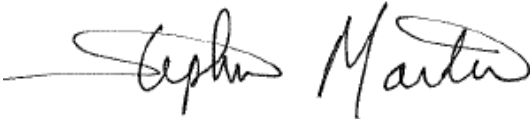
CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

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

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	Y _____	_____ _____
Include proof of proper licensing as stated in proposal documents.	Y _____	_____ _____
Include proof of proper insurance as stated in proposal documents.	Y _____	_____ _____
Did you include a list of all materials and equipment to be used in providing the service?	Y _____	_____ _____
Is Drug-Free Workplace form signed and enclosed?	Y _____	_____ _____
Proposal envelope is marked accordingly	N/A _____	_____ _____
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	N/A _____	_____ _____
Disregard, if you are going to utilize the electronic submission option.	Y _____	_____ _____
Is each Addendum (when issued) signed and included?	Y _____	_____ _____

PLEASE SIGN AND RETURN WITH PROPOSAL _____



City of Santa Monica Business License Certificate

The business listed below is granted this certificate pursuant to the provisions of the City of Santa Monica business license ordinance. The issuance of the certificate does not entitle the holder to operate or maintain a business in violation of any other law or ordinance. The business owner is responsible for obtaining all necessary permits for operation of the business. The certificate is valid until voided, revoked or expired. It becomes void upon any change in ownership, location or business activity. It is the business' obligation to renew this license annually.

Business Name: Veneklasen Associates Inc

DESCRIPTION: Consulting

Business Location: 1711 16TH ST
SANTA MONICA, CA 90404-4401

License Number: 006176

Owner(s)/Officer(s): Veneklasen Associates Inc

Expiration Date: 6/30/2024

MOA0703A AUTO: 5-DIGIT 90404
7000003023 00:0008:0445 3023/1

Additional Permit(s): N/A



KAVITA GERA
VENEKLASEN ASSOCIATES INC
1711 16TH ST
SANTA MONICA CA 90404-4401



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

IN CITY BUSINESSES - TO BE POSTED IN A CONSPICUOUS PLACE AT BUSINESS LOCATION - NOT TRANSFERABLE

Please notify the Business License office in writing of any change in ownership, address or business activity.

City of Santa Monica, Business License Office, P. O. Box 2200, Santa Monica, CA 90407-2200

PAPER HAS A TRUE WATERMARK. HOLD UP TO LIGHT TO SEE "SAFE" & "VERIFY FIRST"



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

VENEKLASEN ASSOCIATES INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541330, 541380, 541715

Dwayne Moore

*DBE & Small Business Development Manager
Florida Department of Transportation*



ANNIVERSARY DATE – Annually on April 25

The Florida Department of Transportation (Department) has certified, VENEKLASEN ASSOCIATES INC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.

Dwayne Moore
DBE & Small Business Development Manager
Equal Opportunity Office



STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

THIS IS TO CERTIFY THAT PURSUANT
TO THE PROVISIONS OF CHAPTER 7, DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE

Stephen Allen Martin

IS DULY REGISTERED AS A
PROFESSIONAL ENGINEER
IN
ELECTRICAL ENGINEERING

IN THE STATE OF CALIFORNIA, AND IS ENTITLED TO ALL THE RIGHTS AND
PRIVILEGES CONFERRED IN SAID CODE

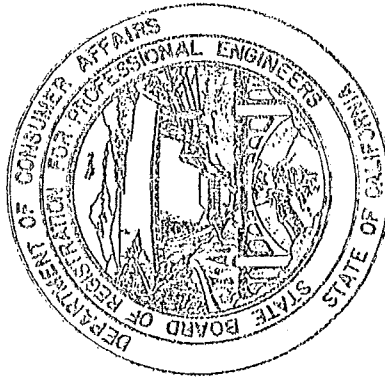
WITNESS OUR HAND AND SEAL

CERTIFICATE No. 12022
THIS 26 DAY OF March 1985

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

SECRETARY

PRESIDENT



THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR
INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS



CITY FORT PIERCE

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

RFQ NO. 2023-055

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** “Conducting an analysis of sound activity citywide” implies the desire to perform sound measurements throughout the city. To that end, do you have a map showing the exact limits of where you want such a survey to take place?

ANSWER: **Map is attached.**

2. **QUESTION:** Note that for a sound survey to be most informative, it would be best to deploy instrumentation for a number of days, if not weeks. Such equipment would need to be mounted and secured to safe structures such that they are not damaged. Would the city take a role in identifying those locations as well as facilitating with deployment and retrieval of the equipment?

ANSWER: **Yes**

3. **QUESTION:** We could provide only general guidelines “regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment” as part of our deliverable for this project but specific recommendations would need to be made on a case-by-case basis. Given we do not know the specifics of each venue or residential property, specific recommendations could only be given as an additional service beyond the scope of our proposal. Is this amenable to the city?

ANSWER: **I cannot confirm or deny that the City will be agreeable. This proposal is configured as per the proposer’s discretion.**

All other conditions of this bid remain the same.

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

Signature: Stephen Martin
Manual

Signature: Stephen A. Martin
Typed or Printed

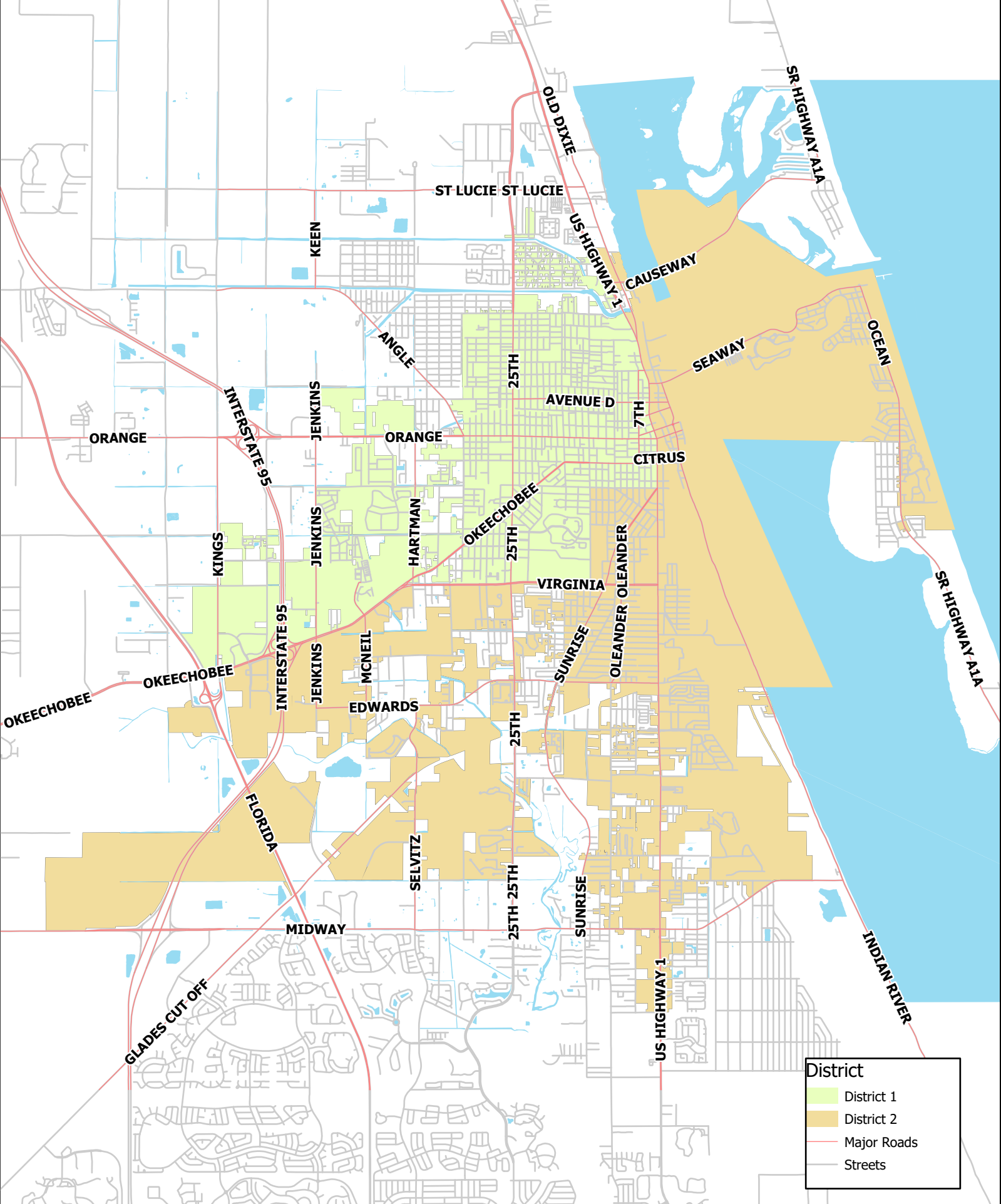
Company Name: Veneklasen Associates, Inc.

Address: 1711 Sixteenth Street, Santa Monica, CA 90404

Date: August 25, 2023

/lh

Attachment: City Commisioner's District Map



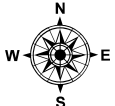
District

- District 1
- District 2
- Major Roads
- Streets



This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, included but not limited to software and data, received from the City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey.

CITY COMMISSIONER'S DISTRICTS





CITY OF FORT PIERCE TABULATION OF PROPOSALS

RFQ ON:	NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES
RFQ NUMBER:	RFQ 2023- 055
DATE:	8/28/23 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 10 = 30 %
0 "No Bids"
Total = 30 %

"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
Auxia Design, LLC Sewickley, PA
Cross-Spectrum Acoustics East Longmeadow, MA
Veneklasen Associates, Inc Santa Monica, CA

PLEASE NOTE:
COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH.
CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR
RECOMMENDATION OF AWARD.

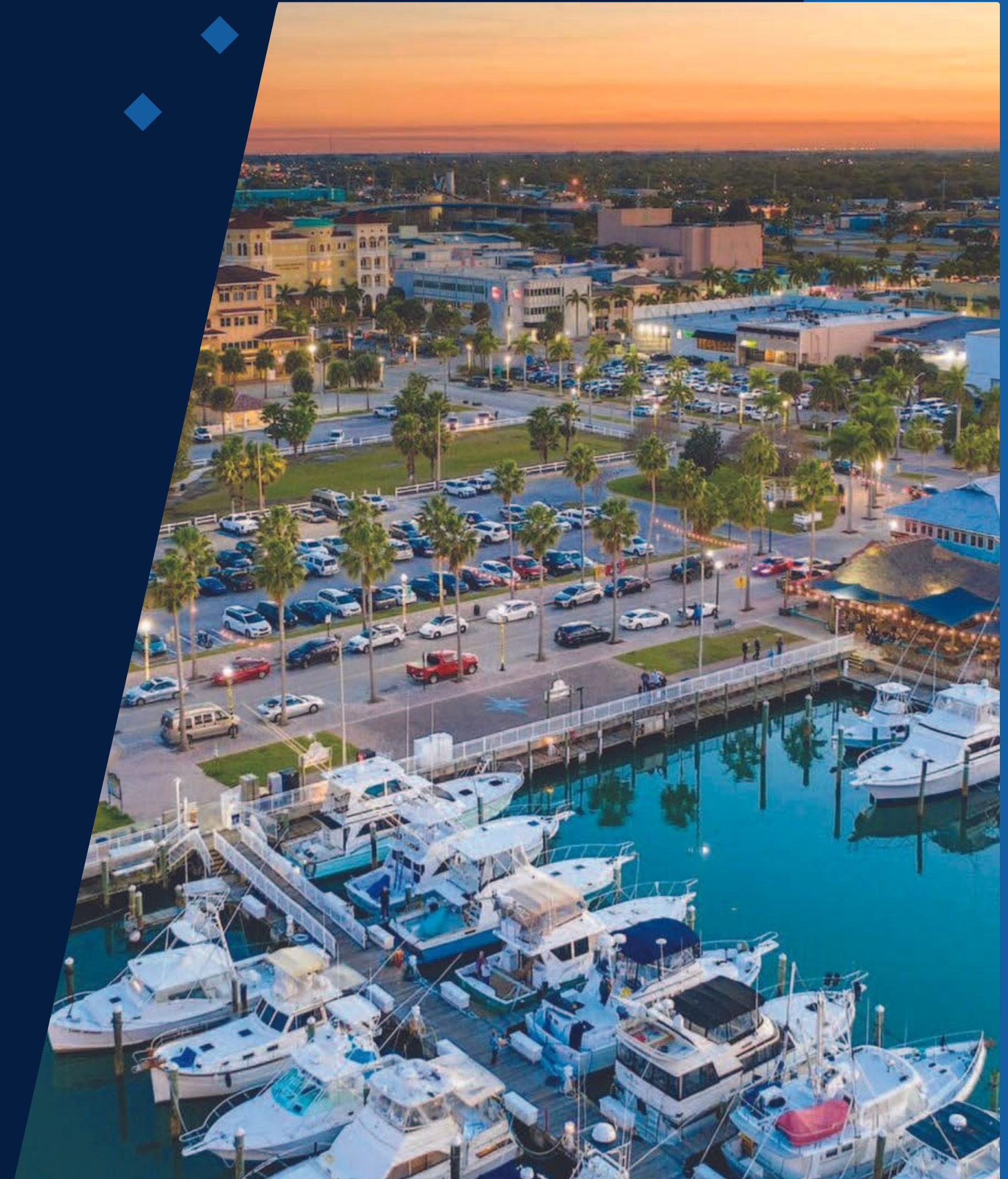


RFQ 2023-055

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

November 6, 2023

City Commission Meeting





TIMELINE

RFQ Issued	July 28
RFQ Closing Date	August 28
RFQ Evaluation	October 10

RFQ SCOPE

Review City's
Municipal Code

Analyze sound activity
citywide focusing on
downtown and special
entertainment district.

Establish an objective
measure for sound and
bass limits at
commercial
establishments
abutting residential
areas.

Recommend objective
performance standards
to account for ambient
noise in the urban
environment.

Recommend ways to
eliminate ambiguity in
enforcing maximum
decibel for residential,
commercial, and
industrial areas, and
maximum
decibel limits.

Recommend
soundproofing or other
noise-reducing
solutions for residential
and commercial
establishments
impacted by amplified
sound or outdoor
entertainment.



Any additional services that may be deemed necessary by the City.

EVALUATION CRITERIA

Maximum Points: 100



EVALUATION COMMITTEE RANKING

- Police Department
- Director of Community Response
- Planning Department Director

RESPONDENTS	TOTAL POINTS
Cross Spectrum Acoustics East Longmeadow, MA	288
Veneklasen Associates, Inc. Santa Monica, CA	261
Auxia Design, LLC. Sewickley, PA	216

Maximum Points: 300



CROSS SPECTRUM ACOUSTICS

Qualifications

5 Professional Engineers, 3 INCE
(Institute of Noise Control Engineering)
Board Certified

Experience

All 3 principles have experience in government,
litigation support, code enforcement, and code
review

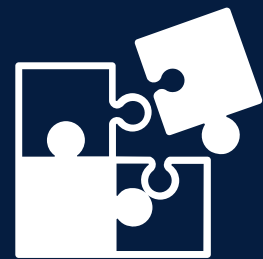
Approach

Total time to complete approximately
3 - 4 months

Project Cost

\$83,314.00

RECOMMENDATION



APPROVAL TO INITIATE
NEGOTIATIONS WITH THE HIGHEST
RANKED PROPOSER





DISCUSSION/ QUESTIONS



City Commission Regular Meeting - 5:05 pm

11. b.

Meeting Date: 11/06/2023

Re: Approval of Blanket Purchase Orders for Chemicals & Fertilizers not to exceed \$160,000

Submitted For: Danny Visconti, Golf Course Manager, Indian Hills Golf Course

SUBJECT:

Approval of Golf Course Blanket Purchase Orders in an amount not to exceed \$160,000.00, for Fiscal Year 2024.

SUMMARY:

Helena Chemical and Legacy Turf are local suppliers that provide our Fertilizers for the Golf Course, of which approximately 70% are Organic.

Helena Chemical's Purchase Order would not exceed \$72,000.00

Legacy Turf's Purchase Order would not exceed \$88,000.00

RECOMMENDATION:

Staff's Recommendation is to Approve the Request.

ALTERNATIVES:

We currently use BOTH local suppliers of these products, so no alternatives are available.

RESPONSIBLE STAFF:

Danny Visconti, Golf Course Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 405-4502-55244
Amount: \$160,000.00

OTHER INFORMATION:

Both Helena Chemical and Legacy Turf are local suppliers of Fertilizers that we apply to the Golf Course.
Of which, approximately 70% of those products are Organic.

Attachments

Commission Approval List

Form Review

Inbox	Reviewed By	Date
City Manager	Danny Visconti	10/19/2023 01:10 PM
City Manager	Linda Cox	10/19/2023 02:21 PM
Finance Department	Karen Logue	10/25/2023 06:07 PM
City Manager	Nick Mimms	10/26/2023 02:03 PM
Form Started By: Danny Visconti		Started On: 10/19/2023 12:42 PM
Final Approval Date: 10/26/2023		

Indian Hills Golf Course

FY 2023/24

P.O. List in Excess of \$50,000

Helena Chemicals- (Fertilizer)

Ft. Pierce, FL

\$72,000.00

Acct# 405-4502-55244

Legacy Turf- (Fertilizer)

Jupiter, FL

\$88,000.00

Acct# 405-4502-55244

City Commission Regular Meeting - 5:05 pm

11. c.

Meeting Date: 11/06/2023

Re: Purchase Bullet Proof Vests through GL Distributors, Inc

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approval of a blanket purchase order to use awarded funds from the 2022 Bullet Proof Vest Program (BVP) to purchase vests from GL Distributors, Inc. in an amount not to exceed \$68,564.

SUMMARY:

The Police Department submitted an application for the 2022 Bulletproof Vest Program (BVP) and has received an award. The Police Department is requesting approval for a purchase order in an amount not to exceed \$68,564. This will allow the Police Department to purchase vests for new hires and replace vests for officers that are expiring this fiscal year.

The BVP award is for a total of \$52,250 and requires a 50% match from the Police Department's Budget, totaling \$104,500 that can be used for purchasing vests. In Fiscal year 2023, \$35,436 was spent from Purchase Order #230643, leaving a remaining balance for the grant funds of \$68,564. This is the remaining amount from the fiscal year 2023 purchase order that was approved by the Commission on December 2, 2022, in the amount of \$104,000. These funds need to be spent by August 31, 2024.

RECOMMENDATION:

The Police Department recommends this request be approved.

ALTERNATIVES:

The alternative would be to not use the remaining portion of the award, which will cause the Police Department to have to pay the entire cost of the vests.

RESPONSIBLE STAFF:

Jason Braun, Lieutenant
Joseph Coleman, Police Logistics Officer

COORDINATED WITH:

Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 1013005.552510

Amount: \$68,564.00

FISCAL IMPACT:

This is a reimbursable grant that requires a 50% match is \$34,282.00

Attachments

- Commission Agenda for 12052022
- Purchase Order for FY2023
- Quote for Vests
- FY23 Purchase Order Balance

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/01/2023 02:25 PM
City Manager	Nick Mimms	11/01/2023 04:21 PM
Form Started By: Melissa Alexander		Started On: 10/20/2023 10:59 AM
Final Approval Date: 11/01/2023		

City Commission Regular Meeting - 5:05 pm

Agenda Item # 11. a.

Meeting Date: 12/05/2022

Re: Purchase Bullet Proof Vests through GL Distributors, Inc

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:

Approval of a blanket purchase order to use awarded funds from the 2022 Bullet Proof Vest Program (BVP) to purchase vests from GL Distributors, Inc in an amount not to exceed \$104,500.

SUMMARY:

The Police Department submitted an application for the 2022 Bulletproof Vest Program (BVP) and has received an award. The Police Department is requesting approval for a purchase order in an amount not to exceed \$104,500. This will allow the Police Department to purchase vests for new hires and replace vests for officers that are expiring this fiscal year.

The BVP award is for a total of \$52,250 and requires a 50% match from the Police Department's Budget, totaling \$104,500 that can be used for purchasing vests. These funds expire on August 31, 2024.

RECOMMENDATION:

The Police Department recommends this request be approved.

ALTERNATIVES:

The alternative would be to decline the award, which will cause the Police Department to have to pay the entire cost of the vests. .

RESPONSIBLE STAFF:

Jason Braun, Lieutenant
Samuel Cooper, Sergeant

COORDINATED WITH:

Anita Cocoves, Program and Grant Coordinator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023
Account: 101.3005.552510
Amount: \$104,500
FISCAL IMPACT:

The BVP award will require a 50% match from the City's General Fund in the amount of \$52,250.

Attachments

Vest Quote

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/29/2022 10:28 AM
City Manager	Nick Mimms	11/30/2022 08:52 AM
Form Started By: Melissa Alexander		Started On: 11/01/2022 06:32 AM
Final Approval Date: 11/30/2022		



Bill To PD
 CITY OF FORT PIERCE
 POLICE DEPARTMENT
 920 U.S. HWY 1
 FORT PIERCE, FL 34950
 772-462-6800

Ship To PD
 CITY OF FORT PIERCE
 POLICE DEPARTMENT
 920 U.S. HWY 1
 FORT PIERCE, FL 34950

Vendor 70876
 GL DISTRIBUTORS
 18459 PINE BLVD
 SUITE 340
 PEMBROKE PINES, FL 33029

Purchase Order Number	00230643
Purchase Order Date	02/24/2023
Department	POLICE - GRANTS
Required By	12/06/2022

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
9544411473		70876	23001727	MELISSA ALEXANDER	MELISSA ALEXANDER	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
 Piggyback - Body Armor Florida NASPO Contract
 Contract #46151500-NASPO-21-ACS
 NASPO Master Agreement #164713
 Approved by Commission on December 5, 2022
 Blanket Purchase Order for Bullet Proof Vests
 Project Code - BVP22
 This funding expires August 31, 2024

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Gator Hawk Body Armor, LiteX Series Level II, NIJ 06 Model GPBII-3, Front/Rear Panels; Gator Hawk Low Profile Concealable Carrier, Black; Gator Hawk Armor Soft Trauma Plate 5"x8"; Gator Hawk Armor, APB Carrier, Uniforms, DARK Navy; ID Patch 3"x10" POLICE in Storm Gray on Dark Navy; Name Tape 1"x4", in Storm Gray on Dark Nay, F. LASTNAME Commodity Code: -	1.0000	EA	\$104,500.0000	\$104,500.00

DUPLICATE COPY

Purchasing Director

Finance Director

Total Ext. Price \$104,500.00

Purchase Order Total \$104,500.00

GL Distributors, Inc.

Pembroke Pines, FL 33029
 18459 Pines Boulevard, Suite 340
 Pembroke Pines, FL 33029
 Phone: (954) 441-1473



Quotation

DATE	QUOTE #
9/28/2022	Q18157

NAME / ADDRESS
Fort Pierce Police Department 920 South U.S. 1 Fort Pierce, FL 34950

SHIP TO
Fort Pierce Police Department 920 South U.S. 1 Fort Pierce, FL 34950

REP	PROJECT NAME	VALID THRU	PAYMENT TERMS	F.O.B.	LEAD TIME
009	LITEX II / APB.U PACKAGE	12/31/2022	Net 30	Destination	

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
NASPO-GH ARMOR	Body Armor is on Florida Contract # 46151500-NASPO-21-ACS (NASPO Master Agreement # 164713). GL Distributors is an Authorized Distributor for the Body Armor Below. All terms, conditions, pricing, and specifications of Florida State Contract No. 46151500-NASPO-21-ACS shall apply		0.00	0.00
GH-LX02-II-M	Gator Hawk Body Armor, LiteX Series Level II, NIJ 06 Model GPBII-3, Male, Front/Rear Panels Only NAME, SIZE: TBA	1	555.64	555.64
GH-LPC	Gator Hawk Low Profile Concealable Carrier Color: Black	1	80.62	80.62
GH-STP-5X8	Gator Hawk Armor Soft Trauma Plate, 5" x 8"	1	21.75	21.75
GH-APB.U	Gator Hawk Body Armor, APB Carrier, Uniform, DARK NAVY L/C Option: 3x3" loop with vertical grommets R/C Option: 1x4" loop	1	253.46	253.46
ID-BS-PATCH-3X10	ID Patch Standard Color, 3x10", POLICE IN STORM GRAY ON DARK NAVY	1	16.68	16.68
ID-BS-NAME-1X4	Name Tape, Standard Color, 1x4", IN STORM GRAY ON DARK NAVY F. LASTNAME	1	8.70	8.70

Visit us online at www.GLDISTRIBUTORS.com

*"PROTECTING THOSE COMMITTED TO STANDING
 IN HARM'S WAY"*

Subtotal	\$936.85
Sales Tax (7.0%)	\$0.00
TOTAL	\$936.85
Quote Provided by: Mark Altman	



- Back
- Vendor
- Invoices (19)
- Checks (9)
- Purchase Orders (4)
- Contracts (0)
- Addresses (0)
- 1099 History
- Commodities (0)
- PCard Transactions (0)

G GL DISTRIBUTORS

Purchase Orders (4)

\$73,737.96 open total

Number	Comment	Status	Date	Fiscal Year	Gross
240109	Carriers and Pouches for Ballistic Vests	Printed	10/16/2023	2024	5,000.00
231120	Carriers and Pouches for Ballistic Vests	Closed	09/05/2023	2023	5,208.29
230643	Blanket Purchase Order for Body Armor	Printed	02/24/2023	2023	104,500.00
230362	Blanket Purchase Order for Body Armor	Printed	12/02/2022	2023	12,750.00

Rows per page: 25 1-4 of 4

City Commission Regular Meeting - 5:05 pm

11. d.

Meeting Date: 11/06/2023

Re: Approval of the purchase of cameras through the Project Safe Neighborhoods Grant

SUBJECT:

Approve the purchase of seven (7) community cameras in the amount of \$60,001.85 from Tactical Video Inc.

SUMMARY:

The Fort Pierce Police Department is requesting to purchase seven (7) community cameras in the amount of \$60,001.85 from Tactical Video Inc. The cameras will be purchased with funds from the Project Safe Neighborhoods Grant (Federal Award Number: 15PBJA-21-GG-03011-GUNP). Matching funds are not required.

The Department obtained three quotes for this purchase:

1. Tactical Video Inc. - quoted \$60,001.85 for seven (7) cameras
2. i2c Technologies, LTD - quoted \$59,979.48 for six (6) cameras
3. Valorence LLC, - quoted \$76,644.00 for six (6) cameras

The selection of vendor, Tactical Video, was based on the lowest quoted price per camera in addition to the ability for the cameras to be integrated into the Department's current infrastructure and the Department's positive experience with the vendor's support of their product.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

To deny the request which will impact our Safety Initiatives.

RESPONSIBLE STAFF:

Grant Manager Melissa Alexander

COORDINATED WITH:

Lieutenant Jason Braun
Deputy Chief Robert Ridle

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account: 1013005-6410
Amount: 60,001.85

FISCAL IMPACT:

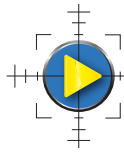
The cameras will be purchased with funds from the Project Safe Neighborhoods Grant (Federal Award Number: 15PBJA-21-GG-03011-GUNP)

Attachments

Camera Quote Redacted

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/01/2023 02:26 PM
City Manager	Nick Mimms	11/01/2023 04:20 PM
Form Started By: Jason Braun		Started On: 10/05/2023 03:06 PM
Final Approval Date: 11/01/2023		



TacticalVIDEO

Quotation

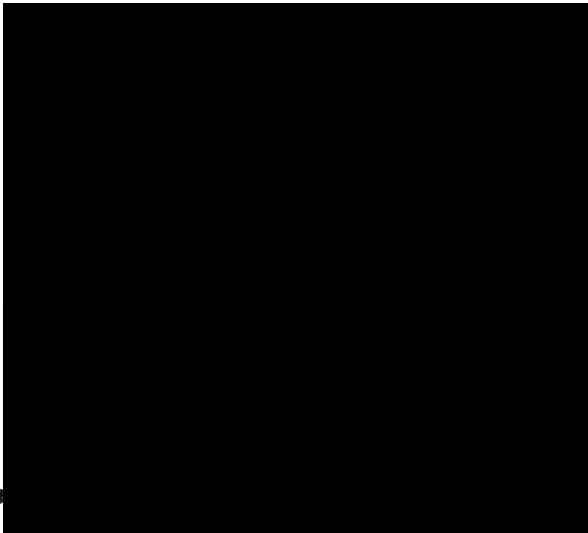
Client Information	Shipper Information
Fort Pierce Police Department [REDACTED] Quote Version 4	Tactical Video Inc. 9219 US Highway 42 Suite #D-239 Prospect, KY 40059 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
08/23/2023	TVI08232023-13	10/22/2023	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
1	[REDACTED] Camera [REDACTED]	7	\$ 9,953.22	\$ 69,672.54
	[REDACTED]			
	[REDACTED]			
	[REDACTED]			
	[REDACTED]			
	[REDACTED]			
	[REDACTED]			
	[REDACTED]			
	[REDACTED]	1		
3	Discount			\$ (11,412.50)
Sub Total				\$ 58,260.04
Shipping				\$ 1,741.81
Total				\$ 60,001.85

OPTIONS - All Cameras Include Internal DVR Memory and DVR Software				

Notes
The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: http://www.tacticalvideo.com/pdf/terms.pdf . By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.
[REDACTED]



City Commission Regular Meeting - 5:05 pm

12. a.

Meeting Date: 11/06/2023

Re: West Orange Major FLUMA - Adoption Hearing

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-012 review and adoption of a Future Land Use Map Amendment of five (5) parcels of land to change the future land use designations from St. Lucie County designations of Residential Urban (RU) and Commercial (COM) to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres).- West Orange located at Orange Avenue and N. Jenkins Road (5 parcels.) Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0. SECOND READING

SUMMARY:

The rehearing is requested in order to comply with Statutory timelines.

This item requests the review and adoption of a Major Future Land Use Map Amendment (23-02ESR).

Staff are requesting a review of a Future Land Use Map Amendment of five (5) parcels of land to change the future land use designations from St. Lucie County designations of Residential Urban (RU) and Commercial (COM) to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres). Parcel ID's: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0 as submitted by the agent for the applicant Redtail DG.

The proposed major Future Land Use Map Amendment (FLUMA) was approved by City Commission at its February 6th, 2023 Regular City Commission meeting. The application was transmitted for review by the Department of Economic Opportunity (DEO), now the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3).

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-02ESR). The City were notified that the DEO had no comment on the proposed amendment on March 17th, 2023.

Other State Agencies recommended approval of the application. Certain Agencies included 'Technical Comments', which staff have included within the agenda item.

This second public hearing to consider the adoption of the Major FLUMA, must be held within 180 days of the receipt of agency comments (dated March 17th, 2023) or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)l., F.S.

This hearing is within the required 180-day period.

The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

RECOMMENDATION:

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

ALTERNATIVES:

1. Adopt with changes.

or

2. Not Adopt.

RESPONSIBLE STAFF:

Key Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Presentation_Staff Report
Updated Ordinance
Application Packet
State Required Rehearing
State Agency Comments
Applicant Presentation
TRC Responses
Mailout List
Certification of Public Notification
Proof of Publication
New Proof of Publication
RLS Approval

Form Review

Inbox

City Manager

City Manager

Form Started By: Kev Freeman

Final Approval Date: 10/26/2023

Reviewed By

Nick Mimms

Nick Mimms

Date

08/16/2023 02:35 PM

10/26/2023 02:01 PM

Started On: 06/20/2023 11:23 AM



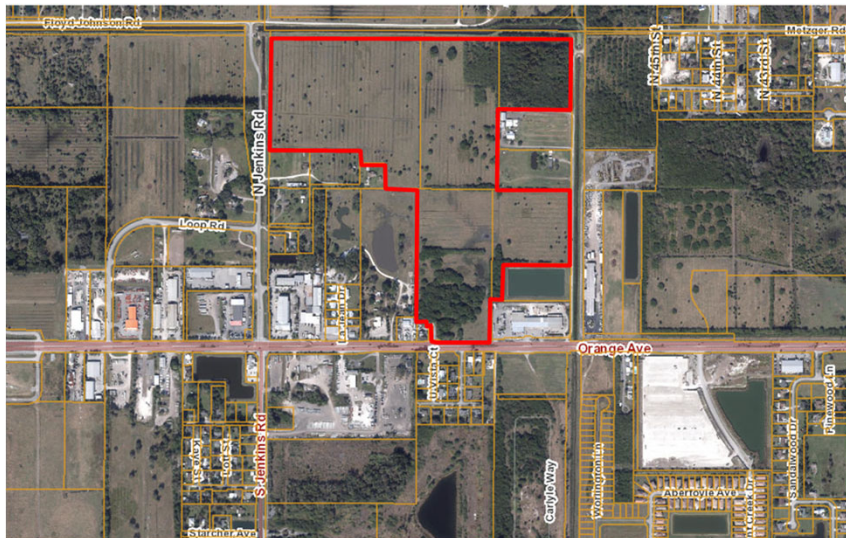
CITY OF FORT PIERCE CITY COMMISSION

November 6th, 2023

WEST ORANGE FLUMA (5 PARCELS) ADOPTION – SECOND HEARING

1

SITE LOCATION



SITE AREA= 84.8 Acres

WEST ORANGE – FLUMA



2

EXECUTIVE SUMMARY

This item requests the review and adoption of a Major Future Land Use Map Amendment (23-02ESR). Staff are requesting a review of a Future Land Use Map Amendment of five (5) parcels of land to change the future land use designations from St. Lucie County designations of Residential Urban (RU) and Commercial (COM) to City designations of High Density Residential (RH) (+/- 80.3 Acres) and General Commercial (CG) (+/- 4.5 Acres).

APPLICANT

REDTAIL DG. Tod Mowery. Email todm@redtaildg.com

PROPERTY OWNER(S)

Orange Avenue Development II LLC, and Cypress Knee LLC

PARCEL ID #(S):

2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0

WEST ORANGE – FLUMA



3

BACKGROUND

The Planning Board recommended approval of the FLUMA request at their December 12th, 2022, meeting.

The City Commission approved the application for transmittal at its February 6th, 2023, Regular City Commission meeting.

The application was transmitted for review by the Department of Economic Opportunity (DEO), now titled the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3), on February 15th, 2023.

WEST ORANGE – FLUMA



4

STATE REVIEW RESPONSES

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-02ESR). The City were notified that the DEO had no comment on the proposed amendment on March 17th, 2023. Other State Agencies recommended approval of the application, some included 'Technical Assistance' comments.

WEST ORANGE – FLUMA



5

TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF ENVIRONMENTAL PROTECTION

The St. Lucie River and Estuary Basin Management Action Plan (BMAP) outlined by 403.067, (7), F.S. and adopted by secretarial order, identifies and frames actions to address and restore impaired state waters. The Clean Waterways Act (Chapter 2020-150, Laws of Florida) further refines actions taken by the BMAPs. The location of this project is within the St. Lucie River and Estuary BMAP, and activities associated with these land use changes have the potential to impact water quality. Appropriate measures should be taken to minimize any potential additional nutrient loadings to the St. Lucie River Watershed. These measures include the proper treatment and disposal of wastewater in accordance with BMAP requirements, implementation of current and future onsite sewage treatment and disposal system (OSTDS) prohibitions, stormwater controls, and the implementation of adequate sediment and erosion control practices to mitigate any groundwater or surface water impacts. Any additional nutrient loading to the basin will be evaluated and may require additional restoration actions by the City.

The comments have been provided to the applicant and appropriate actions to protect the St. Lucie River and Estuary will be required to be demonstrated at final site plan.

WEST ORANGE – FLUMA



6

TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION (1)

The City's amendment package for the annexed area does not contain companion amendments to the Transportation and Capital Improvements Elements for the Comprehensive Plan to be internally consistent and reflect the Jenkins Road Area Plan and other relevant long-term transportation facilities and services (funded and unfunded) needed to accommodate the demands generated by the recommended future land uses at the City adopted level of service standards.

The Jenkins Road Area Plan created by St. Lucie County can provide the City a highly connected network of streets to support growth without overburdening important state and regional roadways.

The applicant has been advised of the comments. Appropriate actions to demonstrate required capacity will be required to be provided to FDOT and the City at final site plan. A wider discussion with FDOT, St. Lucie County and the City of Fort Pierce will be undertaken prior to initiating any amendments to the City's Comprehensive Plan regarding the Transportation and Capital Improvements Elements.

WEST ORANGE – FLUMA



7

TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION (2)

The maximum density is unclear for the development, with a discrepancy between Medium Density and High-Density Residential calculations for traffic statement. The maximum allowable floor area ratio (FAR) for 4.53 acres of General Commercial could result in 197,326 sq. ft., which should be utilized in the trip generation calculation. Also, the maximum allowable intensity for High-Density Residential would result in 1,443 du, which should be utilized in the trip generation calculation. Future changes to the development mix that increase intensities could lead to significant unreviewed impacts, by the review agencies, to the transportation system.

The applicant has been advised of the comments. The maximum density for the development is controlled by the Future Land Use (FLU) Categories. The FLUMA amendment results in a significant reduction in commercial floorspace. The applicant will be required to demonstrate trip generation and adequate roadway capacity at Final Site Plan.

WEST ORANGE – FLUMA



8

TECHNICAL ASSISTANCE COMMENTS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

The Town is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District’s Governing Board. The District’s Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the Town’s Work Plan needs to be updated and adopted by May 2023. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District’s website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

The FPUA and the applicant has been advised of the comments. No response has been received from the FPUA.

WEST ORANGE – FLUMA



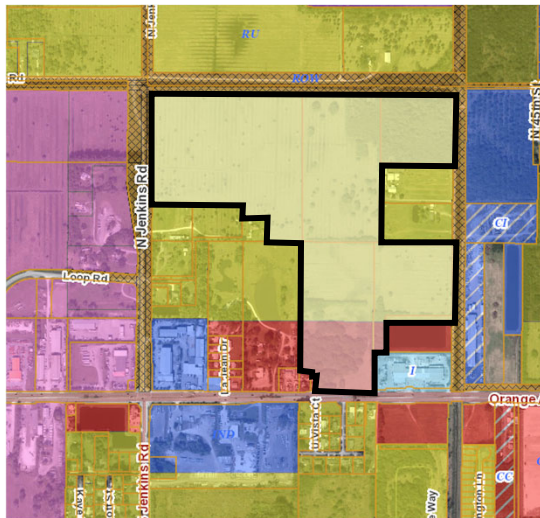
9

EXISTING FUTURE LAND USE - ST.LUCIE COUNTY – RU, COM

NORTH: County RU
 SOUTH: County COM,
 EAST: County IND, City CI, I, RU
 WEST: County MXD, RU

Urban Residential = 75.8 Ac

Commercial = 9.0 Ac



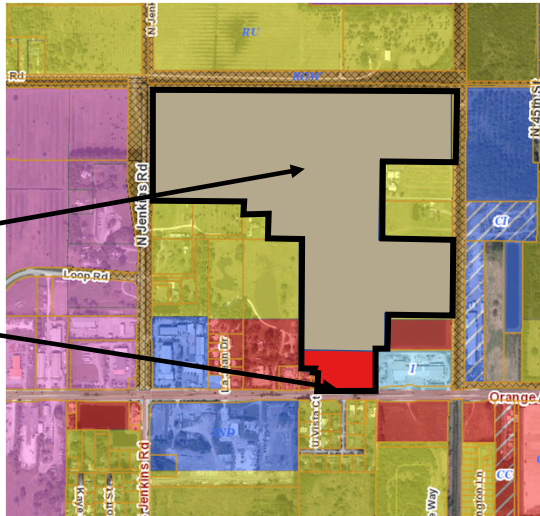
WEST ORANGE – FLUMA



10

PROPOSED FUTURE LAND USE - CITY OF FORT PIERCE RH, GC

High Density Residential= 80.3 Ac
 General Commercial = 4.5 Ac



WEST ORANGE – FLUMA



11

FLU COMPARISON

FUTURE LAND USE COMPARISON					
SITE AREA		ACRES	SQ. FT		
SITE AREA		4.5	196,020.0		
FLU	RESIDENTIAL		COMMERCIAL		
	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE	
EXISTING	SIC - COMMERCIAL (COM)	0	0	2.5	490,050.0 SQ. FT
PROPOSED	HIGH DENSITY RESIDENTIAL (RH)	18	81	0.0	0.0 SQ. FT
INCREASE / (DECREASE)		81	(490,050.0) SQ. FT		

Note: SIC FAR Estimated based on lot coverage and building height restrictions

FUTURE LAND USE COMPARISON					
SITE AREA		ACRES	SQ. FT		
SITE AREA		4.5	196,020.0		
FLU	RESIDENTIAL		COMMERCIAL		
	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE	
EXISTING	SIC - COMMERCIAL (COM)	0	0	2.5	490,050.0 SQ. FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	67	1.0	196,020.0 SQ. FT
INCREASE / (DECREASE)		67	(294,030.0) SQ. FT		

Note: SIC FAR Estimated based on lot coverage and building height restrictions

FUTURE LAND USE COMPARISON					
SITE AREA		ACRES	SQ. FT		
SITE AREA		75.8	3,301,848.0		
FLU	RESIDENTIAL		COMMERCIAL		
	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE	
EXISTING	SIC - RESIDENTIAL URBAN (RU)	5	379	0.0	0.0 SQ. FT
PROPOSED	HIGH DENSITY RESIDENTIAL (RH)	18	1364	0.0	0.0 SQ. FT
INCREASE / (DECREASE)		985	0.0 SQ. FT		

Note: SIC FAR Estimated based on lot coverage and building height restrictions

RESIDENTIAL: + 1,133 units

COMMERCIAL: - 784,080 sq.ft

WEST ORANGE – FLUMA



12

ANALYSIS OF SPRAWL – FL Statutes 163.3177

- (I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses. - **NO**
- (II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. - **NO**
- (III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments. - **NO**
- (IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems. - **NO**
- (V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils. - **NO**
- (VI) Fails to maximize use of existing public facilities and services. - **NO**
- (VII) Fails to maximize use of future public facilities and services. - **NO**
- (VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. - **NO**
- (IX) Fails to provide a clear separation between rural and urban uses. - **NO**
- (X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities. - **NO**
- (XI) Fails to encourage a functional mix of uses. - **NO**
- (XII) Results in poor accessibility among linked or related land uses. - **NO**
- (XIII) Results in the loss of significant amounts of functional open space. - **NO**

WEST ORANGE – FLUMA



13

ANALYSIS OF SPRAWL – FL Statutes 163.3177

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban **sprawl** if it incorporates a development pattern or urban form that achieves four or more of the following:

- (I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. - **YES**
- (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services. - **YES**
- (III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available. - **YES**
- (IV) Promotes conservation of water and energy. - **YES**
- (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils. *N/A*
- (VI) Preserves open space and natural lands and provides for public open space and recreation needs. *N/A*
- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. - **YES**
- (VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164. - **YES**

WEST ORANGE – FLUMA



14

TRAFFIC

G. Transportation Analysis: Complete ITE Trip Generation Data Form
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	13,068	370/1,212
**Proposed Zoning/FLU	5,966	344/479
*Change in Demand Impact to Capacity	Trips -7,102	Trips -26/-733
		None

AADT: - 7,102

AM PEAK: - 26

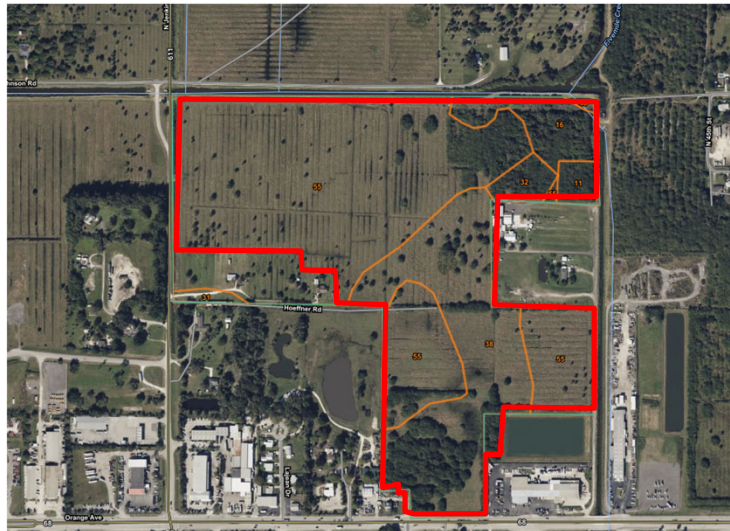
PM PEAK: - 733

WEST ORANGE – FLUMA



15

11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes
16	Hilolo loamy sand, 0 to 2 percent slopes
31	Pepper and EauGallie sands
32	Pineda sand, 0 to 2 percent slopes
38	Riviera fine sand, 0 to 2 percent slopes
48	Wabasso sand, 0 to 2 percent slopes
55	Winder loamy sand
Totals for Area of Interest	

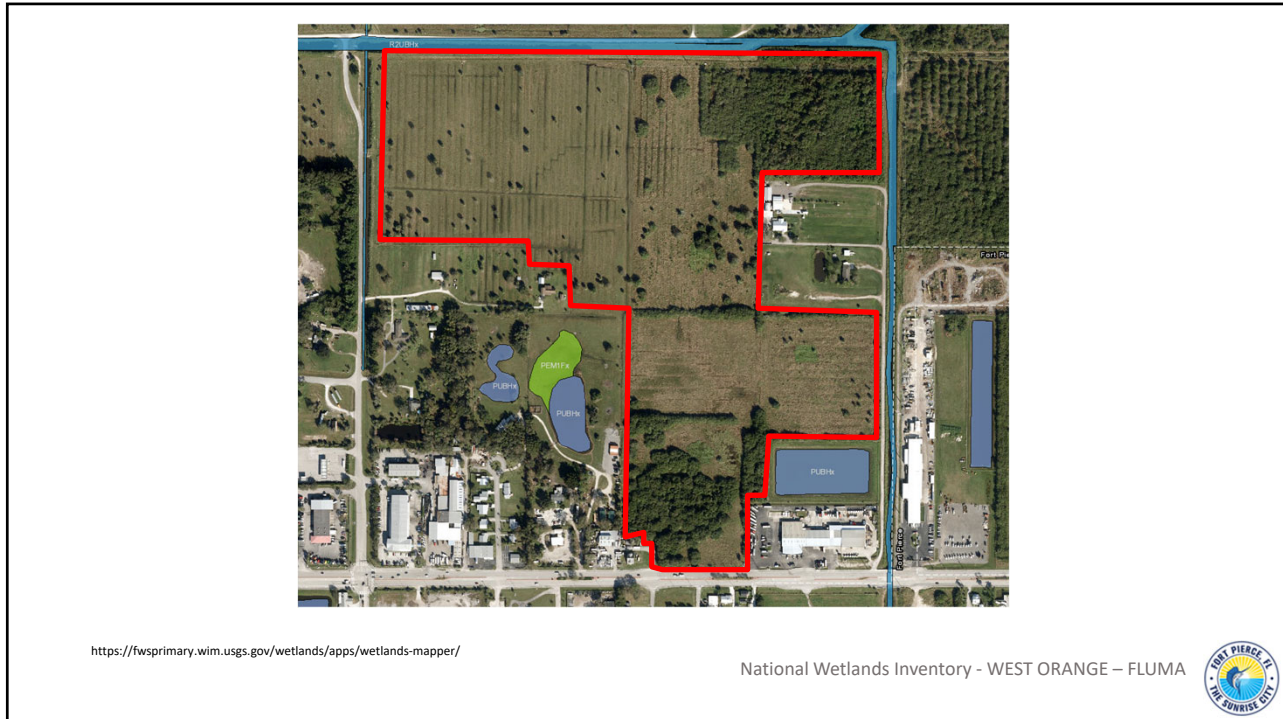


<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

SOIL MAP - WEST ORANGE – FLUMA



16



17

RECOMMENDATION
 Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

ALTERNATIVE RECOMMENDATION
 1. Adopt with changes.
 or
 2. Not Adopt.

WEST ORANGE – FLUMA

18

ORDINANCE NO. 23-012

AN ORDINANCE OF THE CITY OF FORT PIERCE AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLAN IN RESPECT OF PROPERTY GENERALLY LOCATED AT OR NEAR THE **SOUTHEAST CORNER OF N JENKINS ROAD AND FLOYD JOHNSON ROAD IN FORT PIERCE, FLORIDA BEING APPROXIMATELY MORE OR LESS 84.8 ACRES**; THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 80.3 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE DESIGNATIONS OF RESIDENTIAL URBAN AND COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF HIGH DENSITY RESIDENTIAL, AND AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 4.5 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE COUNTY DESIGNATION OF COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF GENERAL COMMERCIAL, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3184, Florida Statutes; and

WHEREAS, prior to this hearing, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider and approve a voluntary application for the annexation the subject property; and

WHEREAS, the subject property comprises the following five (5) parcels, 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0, totaling approximately 84.8 acres. A map depicting the subject parcels is attached hereto as "**Exhibit A**"; and

WHEREAS, the applicant has requested that approximately 80.3 acres, being part of the subject property, and having St. Lucie County Future Land Use designations of Residential Urban (RU), and Commercial (COM); be amended to a City of Fort Pierce Future Land Use designation of High Density Residential (RH); and

WHEREAS, the approximately 80.3 acres of the subject property to be designated High Density Residential (RH) is legally described in "**Exhibit B**" of this ordinance. A map depicting the property is attached hereto as "**Exhibit C**" and made a part hereof by reference; and

WHEREAS, the applicant has requested that approximately 4.5 acres, being part of the subject property, and having a St. Lucie County Future Land Use designation of Commercial (COM); be amended to a City of Fort Pierce designation of General Commercial (CG); and

WHEREAS, the approximately 4.5 acres of the subject property to be designated General Commercial (CG) is legally described in "**Exhibit D**" of this ordinance. A map depicting the property is attached hereto as "**Exhibit E**" and made a part hereof by reference; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 12, 2022 meeting, voted 5 to 0 to recommend approval of the proposed Future Land Use Map Amendment for this parcel; and

WHEREAS, having considered the recommendations of the Local Planning Agency (Planning Board), the City of Fort Pierce City Commission has prepared this amendment to the City's Comprehensive Plan and transmitted it to the Department of Economic Opportunity and other agencies as required by section 163.3184; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That upon this ordinance becoming effective, the land herein described on "**Exhibit B**" and as depicted on "**Exhibit C**", attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of High Density Residential.

SECTION 2. That upon this ordinance becoming effective, the land herein described on "**Exhibit D**" and as depicted on "**Exhibit E**", attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of General Commercial (CG).

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

APPROVED AS TO FORM & CORRECTNESS:

Sara Hedges
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. 23-012 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, January 22, 2023 and again on August 20, 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 February 06, 2023; and was duly introduced, read by title only, and passed on second and final reading August 21, 2023, by the City Commission of the City of Fort Pierce, Florida. A second adoption hearing was required by the State; accordingly, the Ordinance was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on October 22, 2023; said Ordinance was duly introduced, read by title only, and passed on second reading on November 6, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of November, 2023.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Parcels subject of Future Land Use Map Amendment

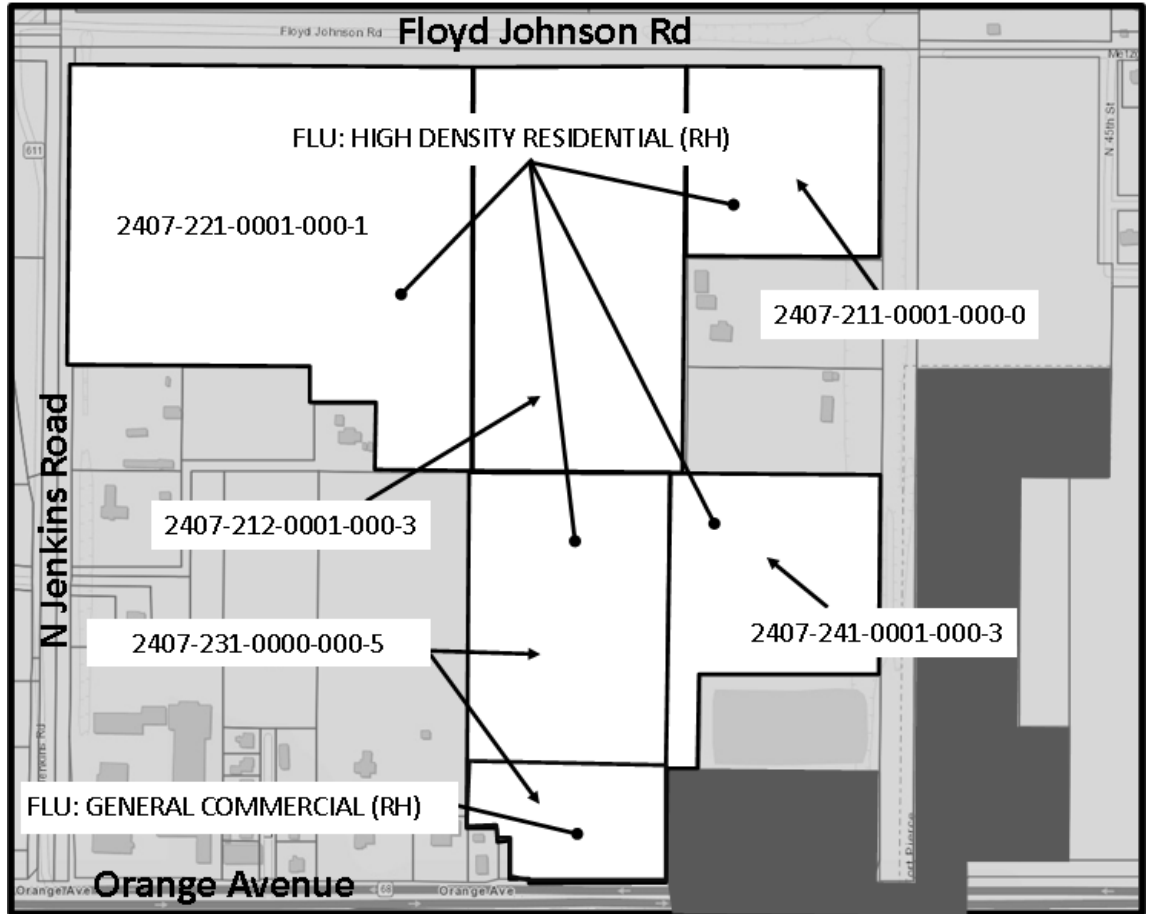


EXHIBIT B

Legal Description (High Density Residential)

PARCEL ID: 2407-221-0001-000-1

BEING THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, LESS AND EXCEPTING THE NORTH 66.50 FEET AND THE WEST 47.00 FEET THEREOF, FOR ROAD AND CANAL RIGHTS-OF-WAY.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 3"X4" CONCRETE MONUMENT (STAMPED P.R.M. R.W. HERR PLS 4907) AT THE NORTHEAST CORNER OF "HOEFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 6, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; FROM SAID POINT OF BEGINNING RUN N89°55'38"W, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 30.00 FEET; THENCE RUN N00°14'22"W, A DISTANCE OF 30.00 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 421.31 FEET; THENCE RUN N00°11'28"E, A DISTANCE OF 178.71 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 208.71 FEET; THENCE RUN S00°11'28"W, A DISTANCE OF 208.71 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE RUN N89°55'38"W, A DISTANCE OF 600.05 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF "HOEFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 6, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; FROM SAID POINT OF BEGINNING RUN N00°06'24"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 30, A DISTANCE OF 321.51 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 776.80 FEET; THENCE RUN S00°11'28"W, A DISTANCE OF 112.80 FEET TO THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOEFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 17A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE CONTINUE S00°11'28"E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 178.71 FEET; THENCE RUN N89°55'38"W, A DISTANCE OF 421.31 FEET; THENCE RUN S00°14'22"W, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE RUN ALONG SAID SOUTH LINE, A DISTANCE OF 354.99 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOEFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 17A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°11'28" EAST, A DISTANCE OF 112.80 FEET; THENCE SOUTH 89°55'38" EAST, A DISTANCE

OF 509.07 FEET TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH 00°11'50" WEST, ALONG SAID EAST LINE, A DISTANCE OF 321.51 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE NORTH 89°55'38" WEST, DEPARTING SAID EAST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 300.33 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 00°11'28" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, A DISTANCE OF 208.71 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89°55'38" WEST, DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 2407-212-0001-000-3

The West one-half (1/2) of the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 7, Township 35 South, Range 40 East, Less right-of-way for canals, as recorded in the Public Records in and for St. Lucie County, Florida.

PARCEL ID: 2407-241-0001-000-3

PARCEL 1:

The East 50 feet of the following described property: The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for public roads, lying and being in St. Lucie County, Florida.

PARCEL 2:

The North 15 acres of the following described property, the East 1/2 of the Southeast 1/4 of Northwest 1/4 in Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for canals, lying and being in St. Lucie County, Florida. And further less and excepting therefrom the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1433, Page 2915:

A portion of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 806.208 meters (2,645.03 feet) to a point on a found boat spike marking the West 1/4 corner of said Section 7, said point being on the Baseline of Survey for State Road 68 (Orange Avenue) as shown on the Florida Department of Transportation Right of Way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said Baseline of Survey and the South line of the Northwest 1/4 of said Section 7, a distance of 624.027 meters (2,047.33 feet); thence North 00 deg 17' 51" West along a line at a right angle to the last described course, a distance of 116.668 meters (382.77 feet) to the POINT OF BEGINNING; thence North 89 deg 47' 56" East, a distance of 171.190 meters (561.65 feet); thence North 00 deg 18' 45" East, a distance of 94.635 meters (310.48 feet); thence South 89 deg 47' 56" West, a distance of 171.309 meters (562.04 feet); thence South 00 deg 14' 26" West, a distance of 94.634 meters (310.48 feet) to the POINT OF BEGINNING.

Further less and excepting the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1430, Page 1914:

A parcel of land lying in the Northwest quarter of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

The North 15 acres of the East half of the Southeast quarter of the Northwest quarter in Section 7, Township 35 South, Range 40 East, exclusive of rights-of-way for canals. Lying Southerly of the following described line;

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 2,645.03 feet to a point on a found railroad spike marking the West quarter corner of said Section 7, said point being on the base line of survey for State Road 68 (Orange Avenue) as shown on a Florida Department of Transportation right-of-way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said base line of survey and the South line of the Northwest

quarter of said Section 7, a distance of 2,047.33 feet; thence North 00 deg 17' 51" West along a line at right angles to the last described course, a distance of 382.77 feet to the Point of Beginning.

Thence North 89 deg 47' 56" East, a distance of 561.65 feet to the Easterly boundary of the East half of the Southeast quarter of the Northwest quarter, said line also to be extended to the Westerly boundary of the East half of the Southeast quarter of the Northwest quarter.

PARCEL ID: 2407-211-0001-000-0

The NE1/4 of the NE1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, EXCEPTING all rights of way for Public Roads and Drainage Canals and ditches.

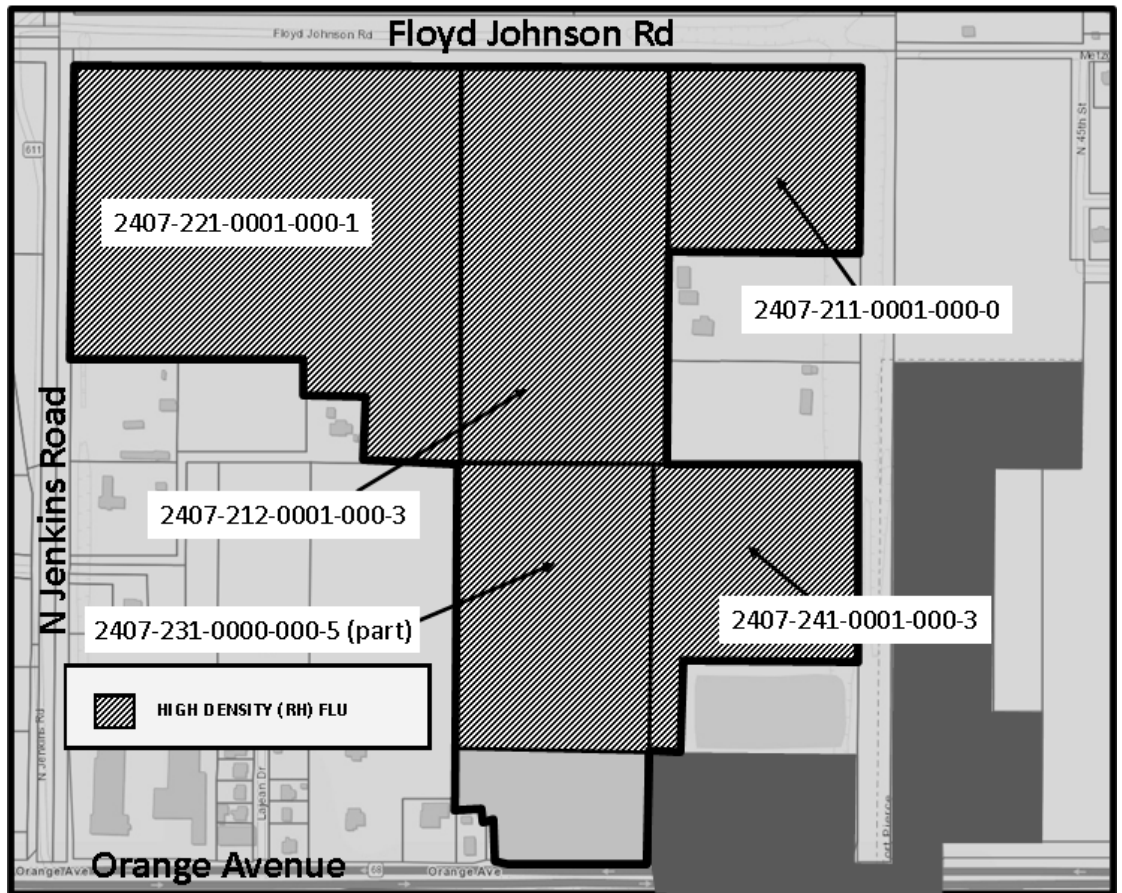
PARCEL ID: 2407-231-0000-000-5 (PART)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' AND THE SOUTH 382.77' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

ALL PARCELS COMBINED CONTAINING A TOTAL OF 80.3 ACRES, MORE OR LESS.

EXHIBIT C
Future Land Use Designation (High Density Residential)



Current SLC Future Land Use = Residential Urban (RU) & Commercial (COM)

Proposed FP Future Land Use = High Density Residential (RH)

EXHIBIT D
Legal Description (General Commercial)

PARCEL ID: 2407-231-0000-000-5 (PART)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' AND THE NORTH 947.31' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN 20' WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND RUN THENCE NORTH 40' TO POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 165' TO A POINT; THENCE TURN AND RUN EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 100' TO A POINT; THENCE TURN AND RUN SOUTH 165' TO A POINT 100' EAST OF POINT OF BEGINNING; THENCE TURN AND RUN WEST 100' TO POINT OF BEGINNING.

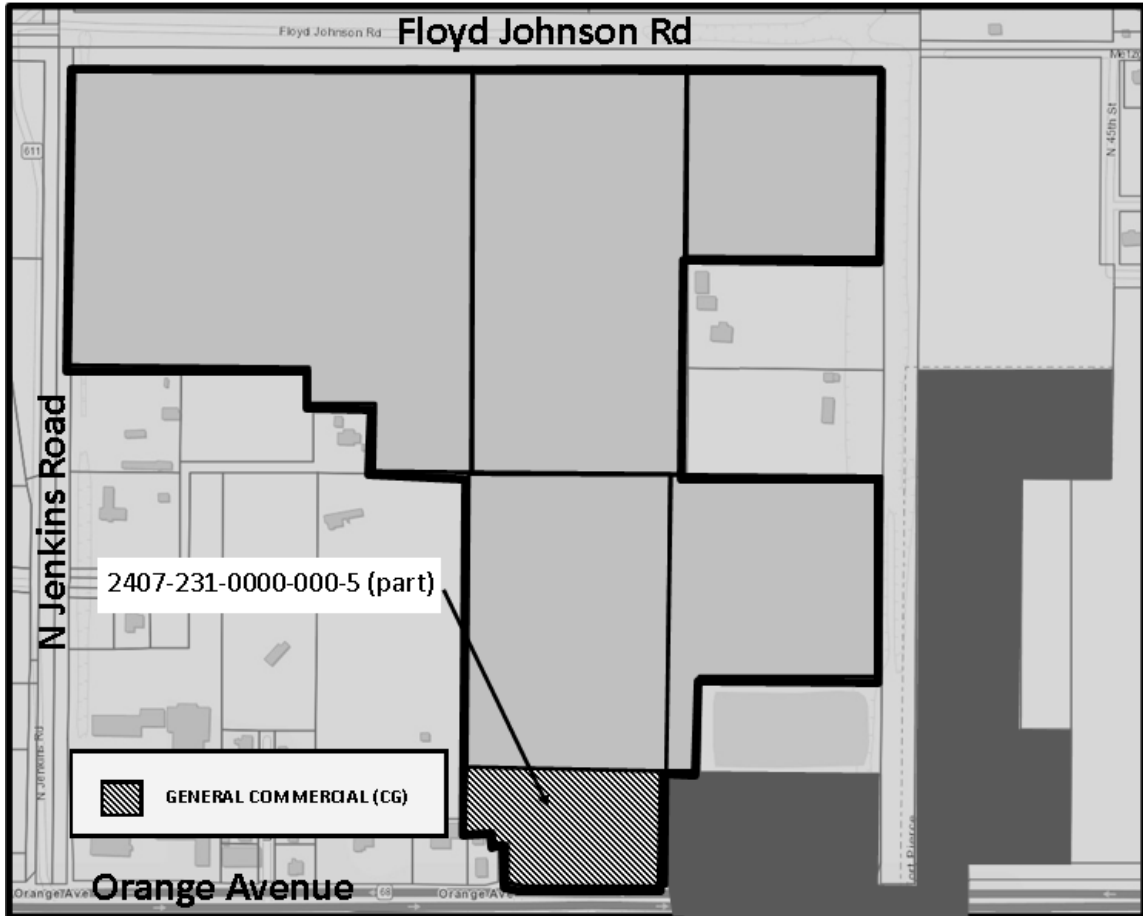
LESS D.O.T. EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1433, PAGE 2925, OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS THE WEST 1/2 OF THE CROSS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1938, PAGE 328 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 20 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE N00°10'09"E FOR 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68); THENCE N89°42'09"E ALONG SAID RIGHT OF WAY LINE OF ORANGE AVENUE FOR 54.99 FEET; THENCE N79°48'50"E FOR 45.07 FEET; THENCE N89°42'09"E FOR 0.67 FEET TO THE POINT OF BEGINNING; THENCE N00°10'09"E FOR 119.20 FEET, THENCE N89°42'09"E FOR 74.89 FEET; THENCE S00°10'09"W FOR 119.20 FEET TO SAID NORTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE S89°10'09"W FOR 74.89 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 4.5 ACRES, MORE OR LESS.

EXHIBIT E
Future Land Use Designation (General Commercial)



Current SLC Future Land Use = Commercial (COM)

Proposed FP Future Land Use = General Commercial (CG)



**City of Fort Pierce
Annexation, Development Review, &
Zoning Atlas Map Amendment**

For

**West Orange
Orange Avenue
Fort Pierce, FL 34947**

**Prepared By:
Redtail Design Group
100 S. 2nd Street
Fort Pierce, FL 34950**

Table of Contents

Cover Letter	3
Applications for Annexation (5 Parcels)	4
Development Review Application	8
Special Warranty Deed	10
SLC Property Record Cards	31
Agent Authorization Letters	45
General Location Map	47
Surveys	48
Bubble PD Plan	52
Landscape Plan – N/A	53
Stormwater/Drainage Statement	54
Environmental Assessment	57
Geotechnical Report	66
Beach/Due Protection Plan – N/A	120
Lighting Plan – N/A	121
Design Review – N/A	122
Concurrency Review	123
Application for Zoning Atlas Map Amendment	127
Rezoning Traffic Report.....	132
Planned Development Criteria	158



June 24, 2022

Via Email

City of Fort Pierce Planning
100 North US Highway 1
Fort Pierce, FL 34950

RE: West Orange Planned Development

Dear Planning Staff,

We are pleased to present the City of Fort Pierce with applications for Annexation, Development Review, and Zoning Atlas Map Amendment for five (5) properties (approx. 84.79 acres) that will make up the West Orange Planned Development (PD). The Parcel IDs for the properties are as follows:

1. 2407-221-0001-000-1, 2407-212-0001-000-3, & 2407-211-0001-000-0:
Current SLC Zoning = Single Family 2 du/ac (RS-2)
Current SLC Future Land Use = Residential Urban 5 du/ac (RU)

Proposed FP Zoning = Planned Development (PD)
Proposed FP Future Land Use = High Density Residential (RH)
2. 2407-241-0001-000-3 & 2407-231-0000-000-5
Current SLC Zoning = Single Family 2 du/ac (RS-2) / Commercial General (CG)
Current SLC Future Land Use = Residential Urban 5 du/ac (RU) / Commercial (COM)

Proposed FP Zoning = Planned Development (PD)
Proposed FP Future Land Use = High Density Residential (RH) / General Commercial (GC)

The intent of this project is the annexation of these properties into the City Limits along with submitting applications for a rezoning to a new residential/commercial preliminary PD followed by a Final PD. While the parcels carry a St. Lucie County Future Land Use of Residential Urban 5 du/ac, we respectfully request that the city grant the High Density Residential Future Land Use. The City of Fort Pierce Comprehensive Plan pursuant to Policy 1.11.5 gives the City Commission the ability to grant alternate Future Land Uses upon annexation of property. The area that surrounds these properties are mostly intense Future Land Use categories with commercial or industrial uses. A high density residential use would be more compatible to this area than a low density one. A small portion of the development along Orange Avenue will maintain a commercial Future Land Use like it is in the county.

The process in which this PD is being submitted is following the process in which the Willow Lakes PD was submitted where the bubble plan/preliminary PD was approved first under Ordinance 20-025 and then the final more detailed PD by phase was approved later.

We look forward to your assistance and response.

Sincerely,

Thank you,
Tod Mowery
Tod Mowery, AICP
President

C: Larry Suchman



APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: TBD

2. Legal description of real property for which annexation is being requested:
See attached Warranty Deed

Property Tax ID: 2407-221-0001-000-1

3. Size of described property: Approx. 28.12 Acres

4. Project description: Annexation of land for a Planned Development with a Rezoning and Bubble Plan

5. Current St. Lucie County Future Land Use Designation: RS-2, Residential Single Family 2 du/ac

6. Current St. Lucie County Zoning: RU, Residential Urban 5 du/ac

7. Is this a Historic property? No

8. Appraised value: \$8,734

9. Name of Owner(s): Cypress Knee, LLC

Signature of Owner(s): See Attached Agent Authorization Letter

Mailing Address: 5500 Orange Ave

City Fort Pierce State Florida Zip 34947

Phone _____ Fax _____

10. Name of Representative: _____
Signature of representative: *Tod Mowery* _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____ Fax _____
E-mail: _____

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	



APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: TBD

2. Legal description of real property for which annexation is being requested:
See attached Warranty Deed

Property Tax ID: 2407-212-0001-000-3, 2407-211-0001-000-0, 2407-241-0001-000-3, & 2407-231-0000-000-5

3. Size of described property: Approximately 56.67 acres

4. Project description: Annexation of land for a Planned Development with a Rezoning and Bubble Plan

5. Current St. Lucie County Future Land Use Designation: RU (North) and COM (South)

6. Current St. Lucie County Zoning: RS-2 (North) and CG (South)

7. Is this a Historic property? No

8. Appraised value: _____

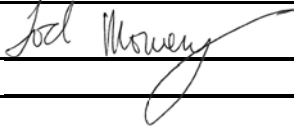
9. Name of Owner(s): Orange Avenue Development II LLC

Signature of Owner(s): See attached Agent Authorization Letter

Mailing Address: 28178 Hayes Road

City Roseville State MI Zip 48066

Phone _____ Fax _____

10. Name of Representative: Tod Mowery, AICP
Signature of representative: 
Mailing Address: 100 S. 2nd Street
City) Fort Pierce State FL Zip 34950
Phone 772-742-1555 Fax _____
E-mail: todm@redtaildg.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	



DEVELOPMENT REVIEW

Property Information

Property address or Location 5220 Orange Avenue, 4918 Orange Avenue, & TBD
 Parcel ID #(s) 2407-221-0001-000-1, 2407-212-0001-000-3, 2407-211-000-1-0000, 2407-241-0001-000-3, & 2407-231-0000-000-5
 Project description High Density Residential with Commercial PD

Application Type

Site Plan Conditional Use w/New Construction Conceptual Development Plan
 Minor Amendment Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 20,516 SF Site Acreage: 3.68 ac
Residential: Proposed Units: 1,439 Proposed Sq. Ft.: _____ Site Acreage: 81.11 ac

Multiple Property Owners

Property Owner(s)
See Agent Authorization Letters
 Street Address

 City State Zip

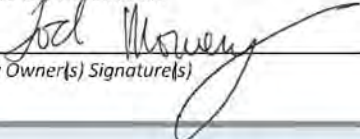
 Phone Number

 Email Address

Redtail Design Group

Applicant/Representative, Title, Company
100 S. 2nd Street
 Street Address
Fort Pierce FL 34950
 City State Zip
772-742-1555
 Phone Number
todm@redtaildg.com
 Email Address

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



 Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
 CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
 For more information, please refer to the website:
<https://www.cityoffortpiece.com/971/Application-Submittal-for-Technical-Rev>

General Information

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



Site Plan submittal requirements:

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

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

Prepared By:
David N. Sowerby, Esquire
2940 S. 25th Street
Fort Pierce, Florida 34981-5605

Return to:
Bruce R. Abernethy, Jr., Esquire
900 Virginia Ave., Suite 6
Fort Pierce, Florida 34982

PARCEL I.D. NO. 2407-221-0001-000-1; 2407-231-0001-000-2; 2407-231-0002-100-0; 2407-231-0002-090-6; 2407-231-0002-080-3;
2407-231-0002-070-0; 2407-231-0002-060-7; 2407-231-0002-050-4; 2407-231-0002-110-3; 2407-231-0002-120-6; 2407-231-0002-130-9;
2407-231-0002-140-2; 2407-231-0002-150-5; 2407-231-0002-000-9

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WARRANTY DEED

This Indenture made and executed this 30th day of ~~November~~ ^{December}, 2005, is by and between **JOSEPH G. MILLER, individually, and as Trustee of the Joseph G. Miller Revocable Living Trust dated October 2, 1986**, (hereinafter "Grantor"), and **CYPRESS KNEE, LLC, a Florida limited liability company**, whose post office address is 5500 Orange Ave., Ft. Pierce, FL 34947, (hereinafter "Grantee").

Witnesseth: That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

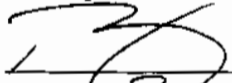
See Exhibit "A" attached hereto

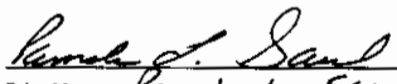
Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and real estate taxes subsequent to December 31, 2004.

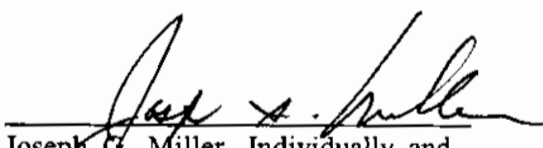
and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:


Print Name Bruce R. Abernethy Jr.

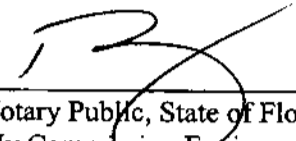

Print Name Pamela L. Saml


Joseph G. Miller, Individually and
As Trustee of the Joseph G. Miller
Revocable Living Trust dated
October 2, 1986
5500 Orange Ave.
Fort Pierce, Fl. 34947

[Space Above This Line For Recording Data]

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me, this 30th day of December, 2005 by Joseph G. Miller, individually, and as Trustee of the Joseph G. Miller Revocable Living Trust dated October 2, 1986, [] who is personally known to me, or [] who produced his driver's licenses as identification.



Notary Public, State of Florida
My Commission Expires:



Bruce R. Abernethy, Jr.
MY COMMISSION # DD207302 EXPIRES
July 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT "A"**PARCEL NO. 1**

Being the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of said Section 7, less and excepting the North 66.50 feet and the West 47.00 feet thereof, for road and canal rights-of-way.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:**Tract A:**

A parcel of land lying in the Northwest ¼ of the Northwest ¼ of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Begin at a 3" x 4" concrete monument (stamped P.R.M. R.W. HERR PLS 4907) at the Northeast corner of "Hoeffner Estates" as recorded in Plat Book 32, Page 6, of the Public Records of St. Lucie County, Florida; from said Point of Beginning run N89°55'38"W, along the North line of said plat, a distance of 30.00 feet; thence run N00°14'22"W, a distance of 30.00 feet; thence run S89°55'38"E, a distance of 421.31 feet; thence run N00°11'28"E, a distance of 178.71 feet; thence run S89°55'38"E, a distance of 208.71 feet; thence run S00°11'28"W, a distance of 208.71 feet to the South line of the Northwest ¼ of the Northwest ¼ of said Section 7; thence run N89°55'38"W, a distance of 600.05 feet to the Point of Beginning.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:**Tract B:**

A parcel of land lying in the Northwest ¼ of the Northwest ¼ of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Begin at the Northwest corner of "Hoeffner Estates" as recorded in Plat Book 32, Page 6 of the Public Records of St. Lucie County, Florida; from said Point of Beginning run N00°06'24"E along the East right-of-way line of the North St. Lucie River Water Control District Canal No. 30, a distance of 321.51 feet; thence run S89°55'38"E, a distance of 776.80 feet; thence run S00°11'28"W, a distance of 112.80 feet to the Northwest corner of Lot 5 of the replat of "Hoeffner Estates" as recorded in Plat Book 32, Pages 17 through 17A, of the Public Records of St. Lucie County, Florida; thence continue S00°11'28"E, along the West line of said Lot 5, a distance of 178.71 feet; thence run N89°55'38"W, a distance of 421.31 feet; thence run S00°14'22"W, a distance of 30.00 feet to the South line of the Northwest one-quarter (NW¼) of the Northwest one-quarter (NW¼) of said Section 7; thence run along said South line, a distance of 354.99 feet to the Point of Beginning.

PARCEL NO. 2

The East 15 acres of the Southwest Quarter of the Northwest Quarter of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

EXCEPTING THEREFROM the East 20 feet thereof; and ALSO EXCEPTING the South 40 feet thereof deeded as right of way for Orange Avenue Extension (State Road No. 68) and ALSO EXCEPTING that certain tract recorded in Deed Book 186, Page 389, of the Public Records of St. Lucie County, Florida.

PARCEL NO. 3

Commencing at the SW corner of the NW $\frac{1}{4}$ 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.

PARCEL NO. 4

COMMENCING at the SW corner of the NW $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East, run East along the $\frac{1}{4}$ 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 line 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.

PARCEL NO. 5

Commencing at the Southwest (SW) corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 7, Township 35 South, Range 40 East, run thence East along the South line of said Northwest Quarter (NW $\frac{1}{4}$) a distance of 530.35 feet, thence run North parallel to the West line of said Northwest Quarter (NW $\frac{1}{4}$) 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 Northwest Quarter (NW $\frac{1}{4}$) a distance of 125 feet, thence run South parallel to the West line of said Northwest Quarter (NW $\frac{1}{4}$) a distance of 70 feet, and thence run West parallel to the South line of said Northwest Quarter (NW $\frac{1}{4}$) 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.

PARCEL NO. 6

Commencing at the SW corner of the NW $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East and run East along the South $\frac{1}{4}$ section line 530.35 feet to a point; thence turn and run North parallel to the West line of said quarter section 305 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 line of said quarter section, 70 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 19 of a survey by J. W. Whitice filed in Deed Book 217, at Page 350, of the Public Records of St. Lucie County, Florida.

PARCEL NO. 7

Commencing at the Southwest corner of the NW $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East, and run East along the $\frac{1}{4}$ Section line 530.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section, 375 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 line of said Quarter Section, 70 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 20 of a survey by J. W. Whitice filed in Deed Book 217, Page 350, Public Records of St. Lucie County, Florida.

PARCEL NO. 8

Commencing at the Southwest corner of the NW $\frac{1}{4}$ 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.

PARCEL NO. 9

Commencing at the SW corner of the NW $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East, and run thence East along the $\frac{1}{4}$ Section line 830.35 feet to a point; thence turn and run North, parallel to the West line of said Quarter section, 40 feet for a point of beginning; thence continuing North, parallel to the West line of said Quarter section, 125 feet to a point; thence turn and run West parallel to the South line of said Quarter section 125 feet, to a point; thence turn and run South parallel to the West line of said Quarter section, 125 feet, to a point; thence turn and run East, parallel to the South line of said Quarter section 125 feet, to the point of beginning. Same being described as Lots 13 and 14, of a survey by J. W. Whitice filed in Deed Book 217, at Page 350, of the Public Records of St. Lucie County, Florida.

PARCEL NO. 10

Commencing at the SW corner of the NW $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East, and run thence East along the Quarter Section line 830.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section 165 feet to the Point of Beginning; thence turn and run West parallel to the South line of said Quarter Section 125 feet; thence run North parallel to the West line of said Quarter Section 70 feet to a point; thence turn and run East parallel to the South line of said Quarter Section 125 feet to a point; thence turn and run South parallel to the West line of Quarter Section 70 feet to the Point of Beginning.

PARCEL NO. 11

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 7, Township 35 South, Range 40 East and run thence East along the $\frac{1}{4}$ Section Line 830.35 feet to a point; thence turn and run North parallel to the West line of said Quarter section, 305 feet for a point of beginning; thence turn and run West parallel to the South line of said Quarter Section, 125 feet; thence turn and run South parallel to the West line of said Quarter Section, 70 feet to a point; thence turn and run East parallel to the South line of said Quarter Section, 125 feet to a point; thence turn and run North parallel to the West line of said Quarter Section, 70 feet to the point of beginning. Same being described as Lot 11, of a survey by J. W. Whitice filed in Deed Book 217, at Page 350, of the public records of St. Lucie County, Florida.

PARCEL NO. 12

The North 220 feet of the South 525 feet of the East 125 feet of the Western half of the Western half of the Eastern half of the Southwest quarter of the Northwest quarter of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. (Said 125 foot by 220 foot tract above described being indicated as Lot 10, 9 and 8 and the Southern 10 feet of Lot 7 on that certain survey recorded in Deed Book 217, Page 350, of the public records of St. Lucie County, Florida, together with an easement for ingress and egress over and across that certain road described as access road in that certain survey recorded in Deed Book 217 at Page 350 of the public records of St. Lucie County, Florida.

PARCEL NO. 13

A parcel of land lying in Section 7, Township 35 South, Range 40 East, more particularly described as the South 525 feet of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East 132 feet of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, less the East 125 feet and less the West 125 feet and less road right-of-way.

PARCEL NO. 14

The Western half of the Western half of the Eastern half of the Southwest quarter of the Northwest quarter and the Eastern 132 feet of the Western half of the Southwest quarter of the Northwest quarter of Section 7, Township 35 South, Range 40 East, less the South 525 feet thereof, together with an easement for ingress and egress over and across that certain Access Road shown in that certain sketch of survey recorded in Deed Book 217, Page 350, of the Public Records of St. Lucie County, Florida.

This instrument prepared by:

IRA C. HATCH, ESQUIRE
Hatch & Doty, P.A.
1701 A-1-A, Suite 220
Vero Beach, Fl 32963

AFTER RECORDING RETURN TO:

Howard B. Goldman, Esq.
Butzel Long, PC
100 Bloomfield Hills Parkway, Suite 200
Bloomfield Hills, MI 48304

Property Appraiser's

Parcel Identification Number:

2407-241-00001-000-3 & 2407-212-00001-000-3

WARRANTY DEED (Statutory Form - Section 689.02, F.S.)

THIS INDENTURE, made this 17th day of April, 2006, BETWEEN **THOMAS HOFFNER, a married man**, whose post office address is: 1910 Esplandade Avenue, N, Fort Pierce, FL 34982, **ROBERT J. HOFFNER, a single man**, whose post office address is: 1881 KamLoops St. NW, Palm Bay, FL 32907, **WILLIAM J. HOFFNER, a married man**, whose post office address is: 5307 Echo Pines Circle, Fort Pierce, FL 34951, **PATRICIA HOFFNER, an unmarried woman**, whose post office address is: 2413 1st Avenue, Unit K-6, Fernandina, FL 32034, **SALLY J. HOFFNER, an unmarried woman**, whose post office address is: 1881 KamLoops Street, NW, Palm Bay, FL 32907, **SUSAN C. TRUNDLE, a married woman**, whose post office address is: 2529 Eden Ridge Lane, Acworth, GA 30101, **GERARD P. HOFFNER, a married man**, whose post office address is: 2601 Lazy Hammock Lane, Fort Pierce, FL 34981 and **LISA B. HOFFNER, an unmarried woman**, whose post office address is: 701 Bryant Avenue, Stuart, FL 34994, ("grantor")*, and **ORANGE AVENUE DEVELOPMENT II, LLC**, a Michigan limited liability company, whose post office address is 40440 Grand River Ave, Suite E, Novi, Michigan 48375, ("grantee")*.

WITNESSETH that said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

See exhibit "A" attached hereto and made a part hereof

SUBJECT TO: (1) TAXES FOR 2006 AND SUBSEQUENT YEARS; (2) ZONING AND/OR RESTRICTIONS AND PROHIBITIONS IMPOSED BY GOVERNMENTAL AUTHORITY AND (3) RESTRICTIONS, EASEMENTS AND OTHER MATTERS APPEARING ON THE PLAT AND/OR COMMON TO THE SUBDIVISION

NB, the subject property is not now nor has it ever been the homestead of nor adjacent to the homestead of the Grantors herein. The Subject property is vacant land.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Christina A. Perna
Witness Name: CHRISTINA A. PERNA
Stacey Seal
Witness Name: Stacey Seal

Thomas Hoeffner
THOMAS HOFFNER


STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 7th day of April, 2006 by
THOMAS HOFFNER

Lisa B. Aguiar
NOTARY PUBLIC

 Personally known OR Produced Identification Type of Identification Produced: Driver's License(s)

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa B. Aguiar
Commission # DD518101
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Christina A. Perna
Witness Name: CHRISTINA A PERNA

Robert J. Hoeffner
ROBERT J. HOEFFNER

Stacey Seals
Witness Name: Stacey Seals


STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 7th day of April, 2006 by **ROBERT J. HOEFFNER.**

Lisa B. Aguiar
NOTARY PUBLIC

 Personally known OR Produced Identification Type of Identification Produced: Driver's License(s)

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa B. Aguiar
Commission # DD518101
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Robert A. Breene
Witness Name: Robert A. Breene
Brenda Marlin
Witness Name: Brenda Marlin

William J. Hoeffner
WILLIAM J. HOEFFNER


STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2006 by **WILLIAM J. HOEFFNER.**

Lisa B. Aguiar
NOTARY PUBLIC

 Personally known OR Produced Identification Type of Identification Produced: Driver's License(s)

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa B. Aguiar
Commission # DD518101
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Laura Oliver
Witness Name: TERESA Oliver
Amanda Patterson
Witness Name: Amanda Patterson

Patricia Hoeffner
PATRICIA HOFFNER

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11th day of April, 2006 by
PATRICIA HOFFNER.

Suzanne L. Willis
NOTARY PUBLIC



____ Personally known OR Produced Identification Type of Identification Produced: Driver's License(s) It

Christina A. Perna
Witness Name: CHRISTINA A. PERNA
Stacey Seal
Witness Name: Stacey Seal

Sally J. Hoeffner
SALLY J. HOEFFNER


STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 7th day of April, 2006 by
SALLY J. HOEFFNER.

Lisa B. Aguiar
NOTARY PUBLIC

 Personally known OR Produced Identification Type of Identification Produced: Driver's License(s)

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa B. Aguiar
Commission # DD518101
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
Witness Name: _____
[Signature]
Witness Name: _____

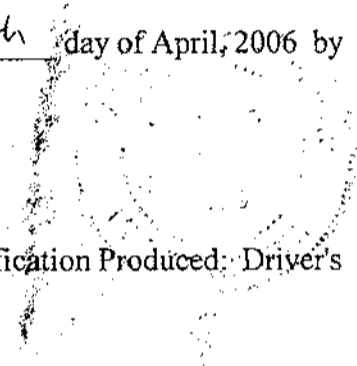
Susan C. Trundle
SUSAN C. TRUNDLE

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 7th day of April, 2006 by
SUSAN C. TRUNDLE.

[Signature]
NOTARY PUBLIC) Exp 4/26/09

Personally known ___ OR Produced Identification Type of Identification Produced: Driver's License(s)



Edward F. Ruby

Witness Name: EDWARD F. RUBY

Gerard P. Hoeffner

GERARD P. HOEFFNER

Lisa B. Aguiar

Witness Name: LISA B. AGUIAR


STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2006 by **GERARD P. HOEFFNER.**

Lisa B. Aguiar
NOTARY PUBLIC

 Personally known OR Produced Identification Type of Identification Produced: Driver's License(s)

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa B. Aguiar
Commission # DD518101
Expires: FEB. 14, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Cherylene Thompson
Witness Name: o
Grace Gallant
Witness Name: _____

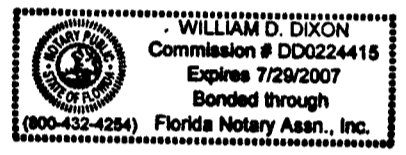
Lisa B. Hoeffner
LISA B. HOEFFNER

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 7 day of April, 2006 by **LISA B. HOEFFNER.**

William D. Dixon
NOTARY PUBLIC



— Personally known — OR Produced Identification Type of Identification Produced: Driver's License(s)

EXHIBIT "A"
LEGAL DESCRIPTION

The Land is described as follows:

Parcel 1: The West one-half (1/2) of the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 7, Township 35 South, Range 40 East, Less right-of-way for canals, as recorded in the Public Records in and for St. Lucie County, Florida.

Parcel 2: The East 50 feet of the following described property: The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for public roads, lying and being in St. Lucie County, Florida.

Parcel 3: The North 15 acres of the following described property, the East 1/2 of the Southeast 1/4 of Northwest 1/4 in Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for canals, lying and being in St. Lucie County, Florida. And further less and excepting therefrom the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1433, Page 2915:

A portion of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 806.208 meters (2,645.03 feet) to a point on a found boat spike marking the West 1/4 corner of said Section 7, said point being on the Baseline of Survey for State Road 68 (Orange Avenue) as shown on the Florida Department of Transportation Right of Way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said Baseline of Survey and the South line of the Northwest 1/4 of said Section 7, a distance of 624.027 meters (2,047.33 feet); thence North 00 deg 17' 51" West along a line at a right angle to the last described course, a distance of 116.668 meters (382.77 feet) to the POINT OF BEGINNING; thence North 89 deg 47' 56" East, a distance of 171.190 meters (561.65 feet); thence North 00 deg 18' 45" East, a distance of 94.635 meters (310.48 feet); thence South 89 deg 47' 56" West, a distance of 171.309 meters (562.04 feet); thence South 00 deg 14' 26" West, a distance of 94.634 meters (310.48 feet) to the POINT OF BEGINNING.

Further less and excepting the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1430, Page 1914:

A parcel of land lying in the Northwest quarter of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

The North 15 acres of the East half of the Southeast quarter of the Northwest quarter in Section 7, Township 35 South, Range 40 East, exclusive of rights-of-way for canals. Lying Southerly of

the following described line;

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 2,645.03 feet to a point on a found railroad spike marking the West quarter corner of said Section 7, said point being on the base line of survey for State Road 68 (Orange Avenue) as shown on a Florida Department of Transportation right-of-way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said base line of survey and the South line of the Northwest quarter of said Section 7, a distance of 2,047.33 feet; thence North 00 deg 17' 51" West along a line at right angles to the last described course, a distance of 382.77 feet to the Point of Beginning.

Thence North 89 deg 47' 56" East, a distance of 561.65 feet to the Easterly boundary of the East half of the Southeast quarter of the Northwest quarter, said line also to be extended to the Westerly boundary of the East half of the Southeast quarter of the Northwest quarter.

Together with a strip of land 50.00 feet in width measured at right angles to and parallel to the line forming the Western boundary of said East half of the Southeast quarter of the Northwest quarter and extending from the Southerly boundary line of the 15 acres hereby conveyed to the North right-of-way line of Orange Avenue extension, exclusive of rights-of-way for public roads.

Prepared by and return to:

Bloomgarden Goudreau & Rosen
8551 West Sunrise Blvd, Suite 208
Fort Lauderdale, FL 33322
954-370-2222
File Number: 05-404
Will Call No.:

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this 20 day of **July, 2006** between **Michael Tzimenatos, a single man** whose post office address is **3860 NW 78th Way, Coral Springs, FL 33065**, grantor, and **Orange Avenue Development II, LLC, a Michigan limited liability company** whose post office address is **40440 Grand River Avenue, Suite E, Novi, MI 48375**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

The NE1/4 of the NE1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, EXCEPTING all rights of way for Public Roads and Drainage Canals and ditches.

Parcel Identification Number: 2407 211 0001 000 0

Subject to real estate taxes for the year 2006 and all subsequent years; conditions, restrictions, limitations and easements of record; all zoning and subdivision ordinances of Saint Lucie County, Florida, none of which are reimposed by this Deed.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: **3860 NW 78th Way, Coral Springs, FL 33065**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: [Signature]

Michael Tzimenatos

By: [Signature]

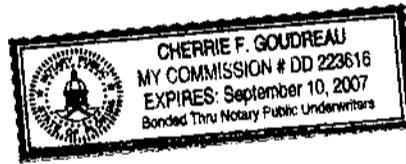
Witness Name: ILA RODRIGUEZ

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 26th day of July, 2006 by Michael Tzimenatos. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____



This Document Prepared By and Return to:
Steven R. McCain, Esquire
HAYSKAR WALKER SCHWERER
DUNDAS & McCAIN, P.A.
515-519 South Indian River Drive
Fort Pierce, FL 34950

Parcel ID Number: 2407-231-0000-000/5

Warranty Deed


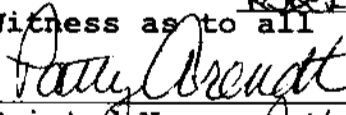
This Indenture, Made this 6th day of March, 2007 A.D., Between
Charles Alan Turner, David Paul Turner and Karen T. Enterline, as
Trustees U/W/O Earl V. Turner, deceased
of the County of St. Lucie, State of Florida, grantor, and
ORANGE AVENUE DEVELOPMENT II, LLC, a Michigan limited liability company
whose address is: **40440 Grand River Avenue, Suite E, Novi, MI 48375**
of the County of _____, State of MI 48375, grantee.


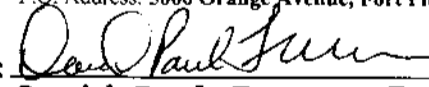
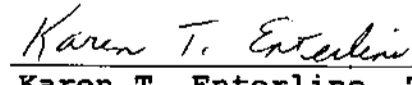
Witnesseth that the GRANTOR, for and in consideration of the sum of
Ten & 00/100ths----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of St. Lucie State of Florida to wit:
See Attached Exhibit "A" for legal description.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has herunto set its hand and seal the day and year first above written.

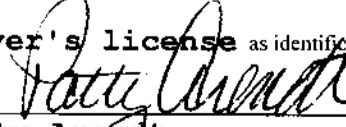
Signed, sealed and delivered in our presence:


Printed Name: ROBERT V. SCHWERER
Witness as to all

Printed Name: Patty Arendt
Witness as to all

By:  (Seal)
Charles Alan Turner, Trustee
P.O. Address: 5000 Orange Avenue, Fort Pierce, FL 34947
By:  (Seal)
David Paul Turner, Trustee
P.O. Address: 5000 Orange Avenue, Fort Pierce, FL 34947
By:  (Seal)
Karen T. Enterline, Trustee
P.O. Address: 5000 Orange Avenue, Fort Pierce, FL 34947

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 6th day of March, 2007 by
Charles Alan Turner, David Paul Turner, and Karen T. Enterline
Trustees of said Florida trust
who are personally known to me or who have produced their Florida driver's license as identification.


Patty Arendt
Notary Public
My Commission Expires: 11/16/08

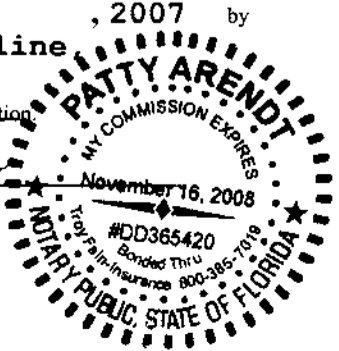


EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

FURTHER EXPECTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN 20' WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND RUN THENCE NORTH 40' TO POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 165' TO A POINT; THENCE TURN AND RUN EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 100' TO A POINT; THENCE TURN AND RUN SOUTH 165' TO A POINT 100' EAST OF POINT OF BEGINNING; THENCE TURN AND RUN WEST 100' TO POINT OF BEGINNING.

LESS D.O.T. EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1433, PAGE 2925 OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS THE WEST 1/2 OF THE CROSS EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1938 PAGE 328 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 20 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE N00°10'09"E FOR 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68); THENCE N89°42'09"E ALONG SAID RIGHT OF WAY LINE OF ORANGE AVENUE FOR 54.99 FEET; THENCE N79°48'50"E FOR 45.07 FEET; THENCE N89°42'09"E FOR 0.67 FEET TO THE POINT OF BEGINNING; THENCE N00°10'09"E FOR 119.20 FEET, THENCE N89°42'09"E FOR 74.89 FEET; THENCE S00°10'09"W FOR 119.20 FEET TO SAID NORTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE S89°10'09"W FOR 74.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 800,259 SQUARE FEET OR 18.37 ACRES MORE OR LESS.

Property Identification

Site Address: N JENKINS RD
 Sec/Town/Range: 07/35S/40E
 Parcel ID: 2407-221-0001-000-1
 Jurisdiction: Saint Lucie County

Use Type: 6000
 Account #: 160093
 Map ID: 24/07N
 Zoning: RS-2 - Cou

Ownership

Cypress Knee LLC
 5500 Orange Ave
 Fort Pierce, FL 34947

Legal Description

7 35 40 NW 1/4 OF NW 1/4-LESS THAT PART ASSD IN REPLAT OF HOEFFNER ESTATES AND LESS THAT PART OF NW 1/4 OF NW 1/4 MPDAF: BEG AT NW COR OF LOT 1 HOEFFNER ESTATES (PB 32-6),TH N 00 06 24 E ALG E R/W LI OF NSLWCD CANAL NO. 30 321.51 FT ,TH S 89 55 38 E 776.80 FT, TH S 00 11 28 W 112.80 FT TO NW COR OF LOT 5 IN REPLAT OF HOEFFNER ESTATES,TH S 00 11 28 E ALG W LI OF LOT 5 178.71 FT,TH N 89 55 38 W 421.31 FT,TH S 00 14 22 W 30 FT TO S LI OF NW 1/4 OF NW 1/4,TH ALG S LI 354.99 FT TO POB AND LESS CANAL R/W- (31.76 AC) (OR 2195-2300: 2452-2835)



Current Values

Just/Market Value: \$600,264
 Assessed Value: \$8,734
 Exemptions: \$0
 Taxable Value: \$8,734

Total Areas

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 31.76
 Land Size (SF): 1,383,465

Property taxes are subject to change upon change of ownership.

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

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: [Download PDF](#)

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 30, 2005	2452 / 2835	XX01	WD	Miller (TR) Joseph G	\$100
Mar 23, 2005	2195 / 2300	XX00	TR	Hoeffner Marie	\$1,000,000
Feb 12, 1990	0700 / 0570	XX01	WD		\$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: N/A%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



Image
 or
 Sketch
 unavailable
 for display

Sketch Area Legend

Sub Area Description Area Fin. Area Perimeter

Special Features and Yard Items

Type Qty Units Year Blt

Current Year Values

Current Values Breakdown

Building: \$0
 Land: \$600,264
 Just/Market: \$600,264
 Ag Credit: \$591,530
 Save Our Homes or 10% Cap: \$0
 Assessed: \$8,734
 Exemption(s): \$0
 Taxable: \$8,734

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	31.75999	North St. Lucie Water Management District	\$651.08

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	\$600,264	\$8,734	\$0	\$8,734
2020	\$666,960	\$8,734	\$0	\$8,734
2019	\$666,960	\$8,734	\$0	\$8,734
2018	\$500,220	\$8,734	\$0	\$8,734

Permits

Number	Issue Date	Description	Amount	Fee
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Notice: This does not necessarily represent all the permits for this property.

[Click the following link to check for additional permit data in Saint Lucie County](#)

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

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Property Identification

Site Address: 4918 ORANGE AVE
 Sec/Town/Range: 07/35S/40E
 Parcel ID: 2407-211-0001-000-0
 Jurisdiction: Saint Lucie County

Use Type: 0000
 Account #: 19840
 Map ID: 24/07N
 Zoning: RS-2 - Cou

Ownership

Orange Avenue Devel II LLC
 28178 Hayes Rd
 Roseville, MI 48066

Legal Description

7 35 40 NE 1/4 OF NE 1/4 OF NW 1/4-LESS CANAL- (8.47 AC) (OR 2633-355)

Current Values

Just/Market Value: \$158,500
 Assessed Value: \$128,840
 Exemptions: \$0
 Taxable Value: \$128,840



Total Areas

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 8.47
 Land Size (SF): 368,953.2

Property taxes are subject to change upon change of ownership.

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

Building Design Wind

Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)
 Download TRIM for this parcel: [Download PDF](#)

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jul 26, 2006	2633 / 0355	XX00	WD	Tzimenatos Michael	\$720,000
Sep 29, 2005	2470 / 1081	XX01	QC	Tzimenatos Sophie	\$100
May 1, 1984	0432 / 1152	XX00	CV		\$65,000
Feb 1, 1973	0211 / 0473	XX00	CV		\$25,000

Special Features and Yard Items

Type Qty Units Year Blt

Current Year Values

Current Values Breakdown

Current Year Exemption Value Breakdown

Building: \$0

Land:	\$158,500
Just/Market:	\$158,500
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$29,660
Assessed:	\$128,840
Exemption(s):	\$0
Taxable:	\$128,840

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	2009	12	County Solid Waste	\$276.14
Start Year	AssessCode	Units	Description	Amount
2013	0054	8.47	North St. Lucie Water Management District	\$173.64

This does not necessarily represent the total Special Assesments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office [📄](#).

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	\$158,500	\$128,840	\$0	\$128,840
2020	\$160,400	\$117,128	\$0	\$117,128
2019	\$160,400	\$106,480	\$0	\$106,480
2018	\$136,300	\$96,800	\$0	\$96,800

Permits

Number	Issue Date	Description	Amount	Fee
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Notice: This does not necessarily represent all the permits for this property.
 Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: TBD
 Sec/Town/Range: 07/35S/40E
 Parcel ID: 2407-212-0001-000-3
 Jurisdiction: Saint Lucie County

Use Type: 0000
 Account #: 19841
 Map ID: 24/07N
 Zoning: RS-2 - Cou

Ownership

Orange Avenue Devel II LLC
 28178 Hayes Rd
 Roseville, MI 48066

Legal Description

7 35 40 W 1/2 OF NE 1/4 OF NW 1/4 -LESS CANAL- (19.45 AC) (OR 2558-149, 153)

Current Values

Just/Market Value: \$275,700
 Assessed Value: \$275,700
 Exemptions: \$0
 Taxable Value: \$275,700



Total Areas

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 19.45
 Land Size (SF): 847,242

Property taxes are subject to change upon change of ownership.

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- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)
 Download TRIM for this parcel: [Download PDF](#)

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Apr 17, 2006	2558 / 0153	XX02	WD	Hoeffner Thomas	\$3,056,200
Apr 7, 2006	2553 / 0149	XX02	WD	Hoeffner Thomas	\$100
Feb 12, 1999	1234 / 0743	XX01	WD	Hoeffner Bernard A	\$100
Feb 1, 1985	0457 / 1668	XX01	CV		\$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: N/A%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
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Special Features and Yard Items

Type	Qty	Units	Year Blt
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Current Year Values


Current Values Breakdown

Building:	\$0
Land:	\$275,700
Just/Market:	\$275,700
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$0
Assessed:	\$275,700
Exemption(s):	\$0
Taxable:	\$275,700

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	19.45	North St. Lucie Water Management District	\$398.73

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	\$275,700	\$275,700	\$0	\$275,700
2020	\$306,300	\$266,905	\$0	\$266,905
2019	\$306,300	\$242,641	\$0	\$242,641
2018	\$275,700	\$220,583	\$0	\$220,583

Permits

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Saint Lucie County

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Property Identification

Site Address: 5220 ORANGE AVE
 Sec/Town/Range: 07/35S/40E
 Parcel ID: 2407-231-0000-000-5
 Jurisdiction: Saint Lucie County

Use Type: 1000
 Account #: 19845
 Map ID: 24/07N
 Zoning: Comm Genra

Ownership

Orange Ave Development II LLC
 28178 Hayes Rd
 Roseville, MI 48066



Legal Description

7.35 40 THAT PART OF W 1/2 OF SE 1/4 OF NW 1/4 AND E 20 FT OF SW 1/4 OF NW 1/4 MPDAF: FROM 20 FT W OF SE COR OF SW 1/4 OF NW 1/4 RUN N 00 10 09 E 40 FT TO N R/W LI OF ORANGE AVE (STATE RD 68), TH N 165 FT TO POB, TH N 1129.75 FT TO N LI OF SW 1/4 OF NW 1/4 AND 20 FT W OF NW COR OF SE 1/4 OF NW 1/4, TH NELY ALG N LI 636.36 FT TO NE COR OF W 1/2 OF SE 1/4 OF NW 1/4, TH SLY ALG E LI OF SE 1/4 OF NW 1/4 1290.63 FT TO N R/W LI OF ORANGE AV, TH WLY ALG N R/W LI 435.43 FT, TH N 00 10 09 E 8.59 FT, TH S 89 42 09 W 95.40 FT, TH N 157.26 FT, TH W 100 FT TO POB (18.36 AC) (OR 402-1934: 2794-89)

Current Values

Just/Market Value: \$921,700
 Assessed Value: \$921,700
 Exemptions: \$0
 Taxable Value: \$921,700

Total Areas

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 18.36
 Land Size (SF): 799,762

Property taxes are subject to change upon change of ownership.

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Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: [Download PDF](#)

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 6, 2007	2794 / 0089	XX00	WD	Turner James R	\$3,301,800
Jun 1, 1983	0402 / 1934	XX00	CV		\$208,200

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: N/A%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



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 for display

Sketch Area Legend

Sub Area Description Area Fin. Area Perimeter

Special Features and Yard Items

Type Qty Units Year Blt

Current Year Values

Current Values Breakdown

Building: \$0
 Land: \$921,700
 Just/Market: \$921,700
 Ag Credit: \$0
 Save Our Homes or 10% Cap: \$0
 Assessed: \$921,700
 Exemption(s): \$0
 Taxable: \$921,700

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	18.36001	North St. Lucie Water Management District	\$376.38

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	\$921,700	\$921,700	\$0	\$921,700
2020	\$921,700	\$921,700	\$0	\$921,700
2019	\$921,700	\$921,700	\$0	\$921,700
2018	\$921,700	\$921,700	\$0	\$921,700

Permits

Number	Issue Date	Description	Amount	Fee
C97-110086	Nov 12, 1997	Demolition	\$0	\$0

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Property Identification

Site Address: TBD
 Sec/Town/Range: 07/35S/40E
 Parcel ID: 2407-241-0001-000-3
 Jurisdiction: Saint Lucie County

Use Type: 0000
 Account #: 19864
 Map ID: 24/07N
 Zoning: Comm Genra

Ownership

Orange Avenue Devel II LLC
 28178 Hayes Rd
 Roseville, MI 48066

Legal Description

7 35 40 N 15 AC OF E 1/2 OF SE 1/4 OF NW 1/4-LESS W 50 FT OF S 5 AC AND LESS RD AND CANAL RS/W AND LESS THAT PART OF SEC 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 2047.33 FT,TH N 00 17 51 W 382.77 FT TO THE POB:TH N 89 47 56 E 561.65 FT,TH N 00 18 45 E 310.48 FT,TH S 89 47 56 W 562.04 FT,TH S 00 14 26 W 310.48 FT TO POB (10.37 AC) (OR 2558-149, 153)



Current Values

Just/Market Value: \$237,300
 Assessed Value: \$146,072
 Exemptions: \$0
 Taxable Value: \$146,072

Total Areas

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 10.37
 Land Size (SF): 451,717

Property taxes are subject to change upon change of ownership.

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

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: [Download PDF](#)

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Apr 17, 2006	2558 / 0153	XX02	WD	Hoeffner Thomas	\$3,056,200
Apr 7, 2006	2558 / 0149	XX02	WD	Hoeffner (TR) Thomas	\$100
Feb 19, 1999	1234 / 0749	XX01	WD	BERNARD A HOFFNER GROVES INC	\$11,200
Apr 30, 1990	0689 / 2904	XX01	WD	A P HOFFNER SONS INC	\$0
Jan 1, 1979	0322 / 2838	XX01	CV		\$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:

No. Units: 0

Secondary Wall:

Interior Data

Bedrooms: 0

Electric:

Primary Int Wall:

Full Baths: 0

Heat Type:

Avg Hgt/Floor: 0

Half Baths: 0

Heat Fuel:

Primary Floors:

A/C %: 0%

Heated %: N/A%

Sprinkled %: 0%



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or
Sketch
unavailable
for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
----------	-------------	------	-----------	-----------

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

Current Year Values

Current Values Breakdown

Building:	\$0
Land:	\$237,300
Just/Market:	\$237,300
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$91,228
Assessed:	\$146,072
Exemption(s):	\$0
Taxable:	\$146,072

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	10.34972	North St. Lucie Water Management District	\$212.17

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	\$237,300	\$146,072	\$0	\$146,072
2020	\$241,600	\$132,793	\$0	\$132,793
2019	\$241,600	\$120,721	\$0	\$120,721
2018	\$241,600	\$109,747	\$0	\$109,747

Permits

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

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Click the following link to check for additional permit data in Saint Lucie County

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Cypress Knee LLC
5500 Orange Avenue
Fort Pierce, FL 34947

OWNER CONSENT FORM

Project Name: Suchman 85 acres - Miller/Smith

Parcel ID: 240722100010001

Address: TBD

BEFORE ME THIS DAY PERSONALLY APPEARED JOSEPH G. MILLER, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

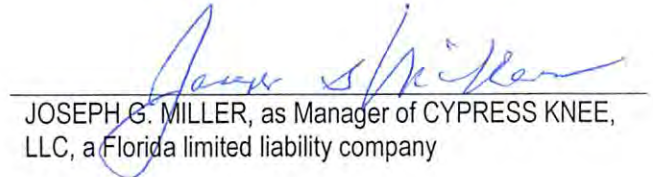
I hereby give CONSENT to Redtail DG, Inc. and EDC, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

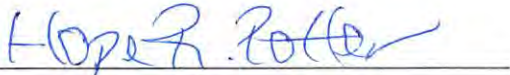
FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by JOSEPH G. MILLER, as Manager of CYPRESS KNEE, LLC, a Florida limited liability company, who is personally known to me and who did (did not) take an oath.



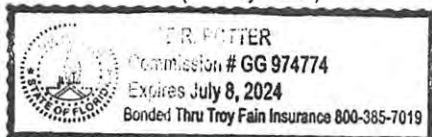
Notary Signature


JOSEPH G. MILLER, as Manager of CYPRESS KNEE, LLC, a Florida limited liability company



Printed Name of Notary

(Notary Seal)



My commission expires



5500 Orange Avenue

Street Address

Fort Pierce, FL 34947

City, State, Zip

(772) 475-6066

Telephone / Email

Orange Ave Development II LLC
28178 Hayes Rd
Roseville, MI 48066

OWNER CONSENT FORM

Project Name: Suchman 56.65 acres - Miller/Smith

Parcel ID: 240721200010003, 240721100010000, 240724100010003, & 240723100000005

Address: TBD

BEFORE ME THIS DAY PERSONALLY APPEARED RICHARD SMITH, THE MANAGER OF ORANGE AVENUE DEVELOPMENT II, LLC, A MICHIGAN LIMITED LIABILITY COMPANY WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG, Inc. and Engineering Design and Construction, Inc., both of whom have been engaged by Suchman Real Estate Co., a Florida corporation ("Suchman"), at Suchman's expense, to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

This CONSENT is subject to the terms and conditions of the Purchase and Sale Agreement last dated March 23, 2021 by and between Owner and Suchman, as amended.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by Richard Smith, the Manager of Orange Avenue Development II, LLC, a Michigan limited liability company, on behalf of such company, who is personally known to me or who has produced Driver's License (type of identification) as identification and who did (did not) take an oath.

Charles Arant

Notary Signature

CHARLES ARANT

Printed Name of Notary

(Notary Seal)

2-15-2024

My commission expires
CHARLES ARANT

Notary Public, State of Michigan
County of Macomb

My Commission Expires 02-15-2024
Acting in the County of MACOMB

[Signature]

Owner's Signature on behalf of Orange Avenue Development II, LLC, a Michigan limited liability company

Richard Smith, Manager

Owner's Name

28178 Hayes Road

Street Address

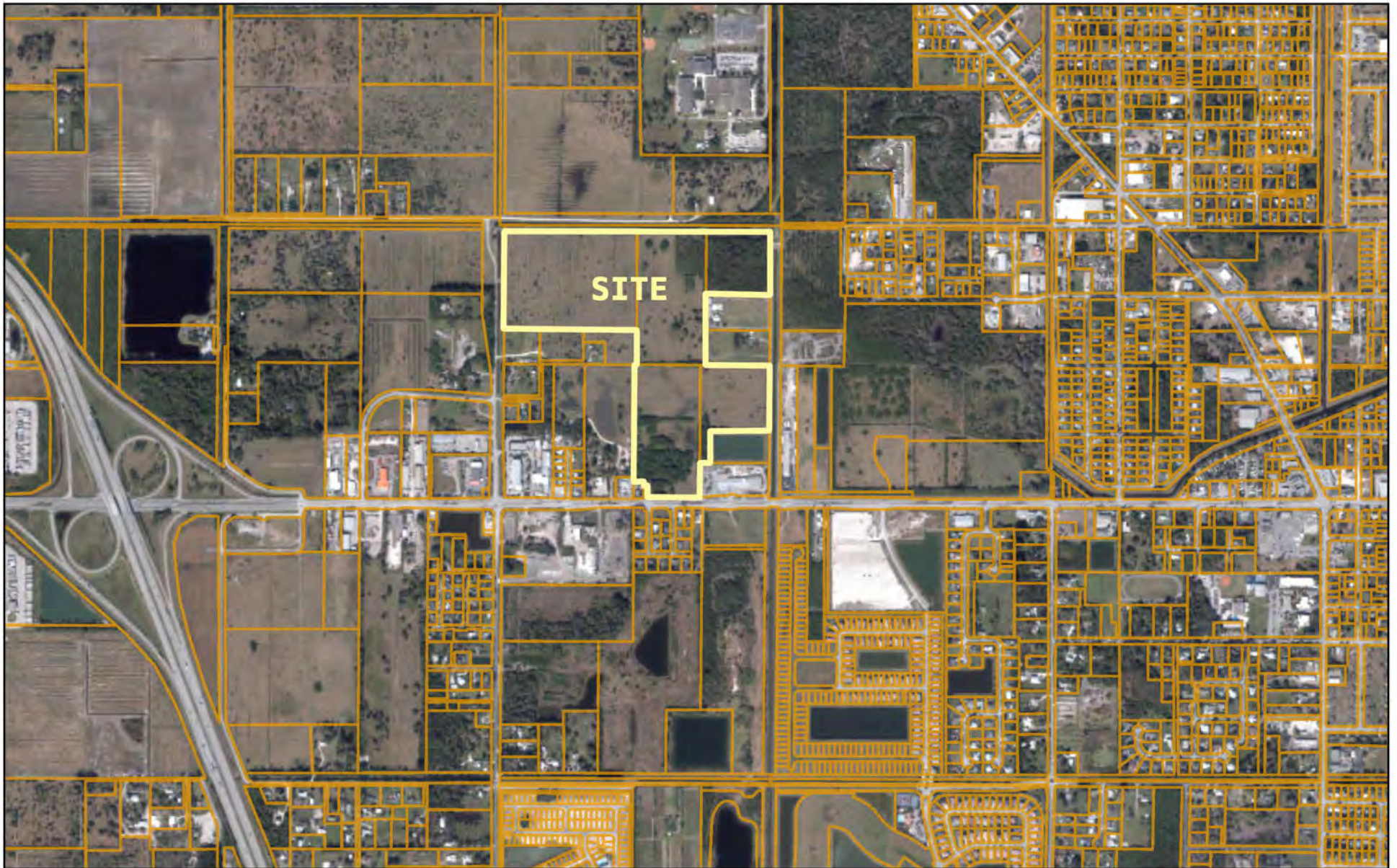
Roseville, MI 48066

City, State, Zip

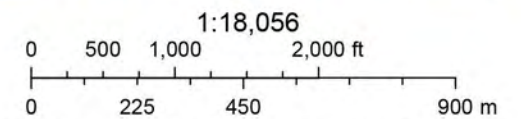
rsmith@wolverinebronze.com

Telephone / Email

GENERAL LOCATION

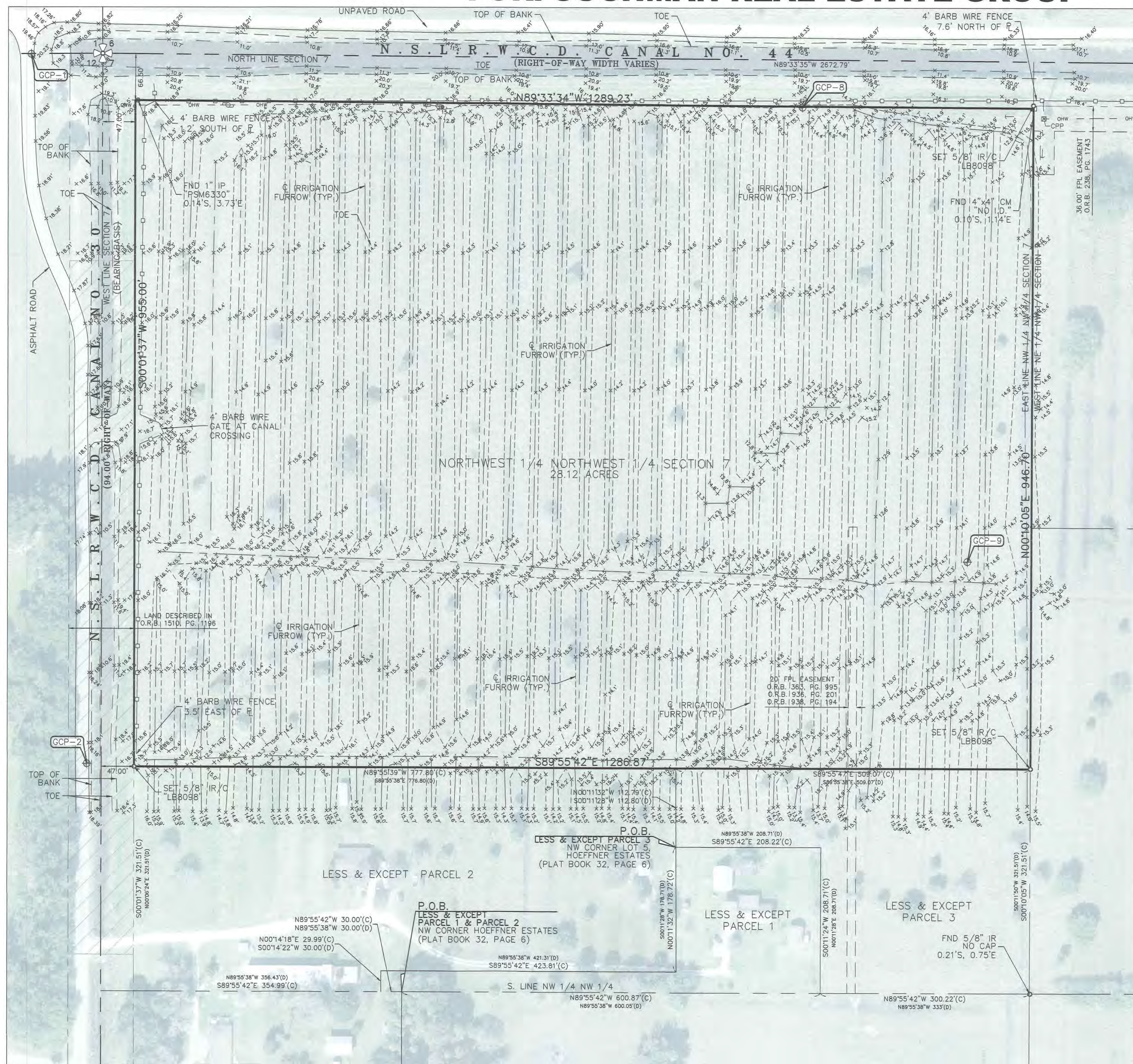


August 26, 2022



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

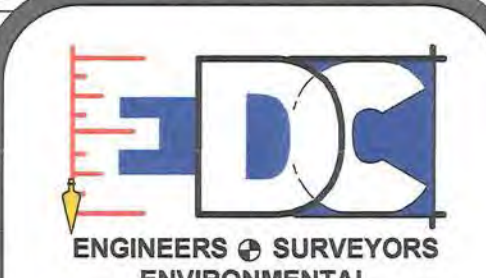
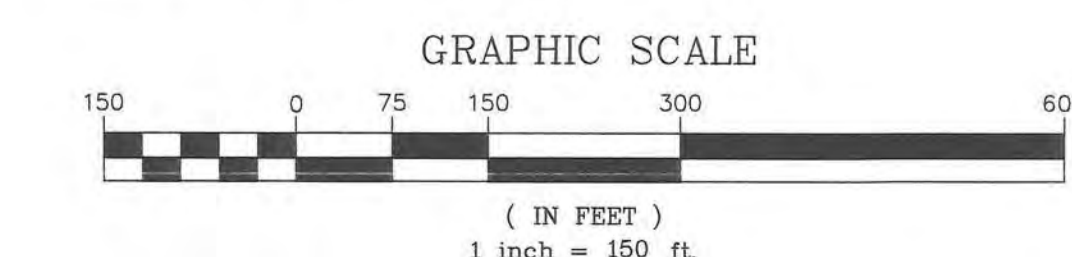
BOUNDARY & TOPOGRAPHIC SURVEY FOR: SUCHMAN REAL ESTATE GROUP



SYMBOL & ABBREVIATION LEGEND:

AL	AIR RELEASE VALVE	FND	FOUND	P.C.	POINT OF CURVATURE
ARC	ARC LENGTH	FPL	FPL MANHOLE	P.T.	POINT OF TANGENCY
ASPH	ASPHALT	FS	FOUR SQUARE FEET	P.O.T.	POINT OF TERMINUS
BFP	BACK FLOW PREVENTER	GAS/D	GAS VALVE	PVC	POLYVINYL CHLORIDE
BM	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	GIS	GEOSPATIAL INFORMATION SYSTEMS	PSL	FLORIDA PROFESSIONAL LAND SURVEYOR
BR	BIKE RACK	GND	GROUND	R	RADIUS
CATV	CABLE RISER	GL	GROUND LIGHT	RGE	RANGE
(C)	CALCULATED	GW	GUY WIRE ANCHOR	RTK	REAL TIME KINEMATIC
CATCH	CATCH BASIN	H	HANDICAP	RWY	RECLAIMED WATER VALVE
CLF	CHAIN LINK FENCE	HDPE	HIGH DENSITY POLYETHYLENE PIPE	RLS	REGISTERED LAND SURVEYOR
CHD	CHORD	HWF	HOG WIRE FENCE	RCP	REINFORCED CONCRETE PIPE
CO	CLEAN OUT	HYD	HYDRANT	R/W	RIGHT-OF-WAY
COMM	COMMUNICATION RISER	IN	INCH	R/C	ROD AND CAP
CONC	CONCRETE	INVT	INVERT	S	SANITARY MANHOLE
CP	CONCRETE LIGHT POST	IP	IRON PIPE	SV	SANITARY VALVE
CPM	CONCRETE MONUMENT	IR/C	IRON ROD AND CAP	SEC	SECTION
CPP	CONCRETE POWER POLE (GCP)	IRI	IRRIGATION CONTROL VALVE	○	PROPERTY CORNER
CPW	CONCRETE POWER POLE W/STREET LIGHT	L	LENGTH	○	RIGHT-OF-WAY CONTROL SIGN
CSP	CONCRETE SIGNAL LIGHT POST	★	LIGHT POST	+	SIGN
CMP	CORRUGATED METAL PIPE	MAG/D	MAG NAIL MAG BRAND NAIL	S	SOUTH
XAE	CROSS ACCESS EASEMENT	M	MAILBOX	SP	SPIGOT
CLB	CURB INLET	M.C.	MARTIN COUNTY	SV	SPRINKLER VALVE
(D)	DECORATIVE LIGHT POST	M.C.	MARTIN COUNTY	S.L.C.	ST. LUCIE COUNTY
DEED	DEED BOOK	MHW	MEAN HIGH WATER LINE	STA	STATION
DB	DEED BOOK DIAMETER (DIA.)	MWL	MEAN LOWER WATER LINE	STW	STORMWATER DRAINAGE MANHOLE
MON	MONUMENT	M	METAL LIGHT POST	+	STREET SIGN
MONV29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	M.P.	METAL PIPE	TR	TELEPHONE RISER BOX
E	EAST/EASTING	MW	MONITORING WELL	TOB	TOP OF BANK/BERM
EDW	EDGE OF WATER	MON	MONUMENT	T.O.N.	TOP OF NUT
EB	ELECTRIC BOX	NDVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
EH	ELECTRIC HAND HOLE (EHH)	N/D	NON DESCRIPTION NAIL AND DISK	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
EM	ELECTRIC METER	N.R.	NON RADIAL	TWNSHP	TOWNSHIP
EL	ELECTRICAL PANEL	N.AV08	NORTH AMERICAN VERTICAL DATUM OF 1988	Ⓣ	TRAFFIC HANDHOLD
EL/ELEV.	ELEVATION	N	NORTH OR NORTHING	TSCB	TRAFFIC SIGNAL CONTROL BOX
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	No.	NUMBER	TYP	TYPICAL
F.O.	FIBER OPTIC	NR	NORTH RECORDS BOOK	UNK	UNKNOWN
FOH	FIBER OPTIC HAND HOLE	OHW	OVER HEAD WIRES	UNK	UNKNOWN HANDHOLD
FM	FIBER OPTIC MARKER	PCN	PARCEL CONTROL NUMBER	RISER	UNKNOWN RISER BOX
FIBER	FIBER OPTIC RISER	PK NAIL	PARKER-KALON NAIL	Ⓣ	UNKNOWN TYPE MANHOLE
(W)	FIELD MEASURED	PK/D	PARKER-KALON NAIL & DISK	VCP	VITRIFIED CLAY PIPE
F.F.E.	FINISHED FLOOR ELEVATION	POP	PERMANENT CONTROL POINT	WM	WATER METER
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PRM	PERMANENT REFERENCE MONUMENT	WSM	WATER SERVICE METER (WV)
FPL	FLORIDA POWER AND LIGHT	(P)	PLAT BOOK	W	WEST
FT	FOOT	(P.B.)	PLAT DATA	WF	WOOD FENCE
FM	FORCE MAIN	P.O.B.	POINT OF BEGINNING	WPL	WOOD POLE STREET
		P.O.C.	POINT OF COMMENCEMENT	Ⓣ	WOOD POWER POLE
		P.C.C.	POINT OF COMPOUND CURVE		

BM	MARKER	ELEV.
GCP-1	SET MAG/D	20.14
GCP-2	SET MAG/D	18.37
GCP-8	SET 5/8" IR/C	14.07
GCP-9	SET 5/8" IR/C	14.18



10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9235
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRWN BY	INTD	CHEK BY	SV	FILE NAME	AS SHOWN	SCALE	DATE
							October 13, 2021

REVISION COMMENTS	DATE

**BOUNDARY & TOPOGRAPHIC SURVEY
FOR: SUCHMAN REAL ESTATE GROUP**

**LAND LYING IN THE NORTHWEST QUARTER OF
SEC. 07, TOWNSHIP 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA**



10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-260

2 OF 2

Z:\EDC\2021\01-260 - Suchman - 56.65-Ac Orange & Jensen\GIS\EDC\Draw - PDF\Survey\21-260 Boundary & Topo 08 Area.dwg, 01/14/2021 11:08 AM
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Landscape Plan - N/A

TECHNICAL MEMORANDUM

TO: LARRY SUCHMAN
CC: RJ KENNEDY, PE
FROM: STEVEN FRINK, EI
SUBJECT: Orange Ave & Jenkins Rd – Drainage Statement
DATE: JUNE 16, 2022

The project area is made up of 4 contiguous parcels for combined area of 80.06-acres. As the project lies within the jurisdiction of the North St Lucie River Water Control District (NSLRWCD), St Lucie County (SLC), and the South Florida Water Management District (SFWMD), all applicable rules and guidelines will need to be adhered to.

To satisfy the NSLRWCD, an evaluation of the stormwater discharge will need to be completed. The NSLRWCD requires that discharge be limited to 2-inches of rainfall depth over the project area for the 10-year – 3-day design storm event for any given 24-hour time period. This equates to a discharge rate of 13.34 ac-ft. St Lucie County will require an evaluation of the 25-year – 3-day storm event to ensure that the surrounding areas are not impacted. The 25-year – 3-day storm event will also be used to establish the minimum perimeter berm elevation for the project.

SFWMD requires an evaluation of the 25-year – 3-day storm event, the 100-year – 3-day storm event, and a nitrogen and phosphorus loading evaluation. As with SLC the 25-year – 3-day storm event will be used to establish the minimum perimeter berm elevation. The 100-year – 3-day storm event is utilized to establish the finished floor elevations of all habitual buildings on the property. Along with each storm event, an evaluation of the nitrogen and phosphorus loading, more commonly known as nutrient removal will need to be completed. The nutrient removal evaluation is completed in a pre-development and post-development condition. The analysis will ensure that the amount of nitrogen and phosphorus leaving the site in the post development condition does not exceed the pre-development condition.

The proposed drainage improvement will need to have a form of both dry and wet detention/retention for the commercial component of the development and only wet retention for the residential component. The drainage improvements typically occupy 15%-20% of the developed project area. A control structure will need to be designed to limit the discharge to the amount noted above and provide the required nutrient removal before discharging to the NSLRWCD Canal Number 44.



June 10, 2021

Lawrence E. Suchman
President & CEO
Suchman Real Estate Group
1550 Madruga Avenue #320
Coral Gables, FL 33146

VIA Email: larry@suchmangroup.com

Reference: **Environmental Assessment**
Orange and Jenkins Road
Fort Pierce, FL 34982
Parcel ID(s)# 2407-221-0001-000-1

Dear Mr. Suchman,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced parcels. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to St. Lucie County developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

A handwritten signature in black ink, appearing to read 'Anthony A. Adams', is written over a light gray circular stamp. The signature is fluid and cursive.

Anthony A. Adams, BS
Sr. Biologist | Certified Arborist



ENVIRONMENTAL ASSESSMENT

Parcel IDs: 2407-221-0001-000-1
Orange and Jenkins Road
Fort Pierce, FL 34947

Date: June 10, 2021
Project # 21-260

Prepared For:
Lawrence E. Suchman
President & CEO
Suchman Real Estate Group
larry@suchmangroup.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of one (1) tax parcel (Parcel ID #2407-221-0001-000-1) totaling 31.76 acres. The property is classified by the St. Lucie County Property Appraiser with a Future Land Use Designation of Residential. The parcels are located just east of Jenkins Road, north of Orange Avenue, in St. Lucie County, Florida. The subject property is further located within Section 07, Township 35 South, and Range 40 East, St. Lucie County, Florida.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on June 10, 2021 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The entirety of the habitat on the subject parcel consisted of the following FLUCCS (Florida Land Use & Cover Classification System) code; 212 – Improved Pasture. (See attached FLUCCS map for estimated acreages.) It is important to note that while there is native vegetation present, the native vegetation does not have significant associations greater than 50% and is therefore not considered to be native habitat.

Common Name	Species Name
Laurel Oak	<i>Quercus laurifolia</i>
Cabbage Palm	<i>Sabal palmetto</i>
Broom Grass	<i>Andropogon spp.</i>
Brazilian Pepper**	<i>Schinus terebinthifolia</i>
Caesar Weed**	<i>Urena lobata</i>
Cogon Grass**	<i>Imperata cylindrica</i>

*Nuisance Vegetation

**Exotic/Invasive Vegetation

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. These components were not found during the field reconnaissance on the property.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises, their burrows or habitat were observed on site. The subject parcel is habitat typically used by Caracara. However, no nest or Caracara were observed at the time of the site visit. In addition, no sandhill cranes or their nests were identified on site.

Due to anthropogenic disturbances onsite such as, cattle grazing or agricultural practices, many listed species may not be found onsite due to the lack of suitable foraging and nesting habitat. No other state or federally listed plant/animal species were found on site.

SOIL COMPOSITION:

Based on a review of the USDA Web Soil the site is composed of:

Riviera fine sand- This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops. Natural vegetation includes slash pine, cabbage palm, wax myrtle, blue maidencane, broom sedge, pineland threeawn, cord grass, panicums and a variety of sedges. Riviera Fine Sands are loamy, silicious, nearly level and poorly drained soils that formed in beds of sandy and loamy marine sediments. These soils are on broad, low flats and in depressional areas. The water table is within a depth of 10 inches for 2 to 4 months in most years and between a depth of 10 and 30 inches for most of the rest of the year.

Winder loamy sand- is poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets

SITE HISTORY:

After reviewing available aerial images on Google Earth, and the St. Lucie County Property Appraiser, the subject parcel appears to have remained undeveloped since 2004.

Prior to 2004 the subject property was a full-scale agricultural operation, consisting of row-crops, likely Citrus.

The most recent sale listed on the St. Lucie County Property Appraiser took place in December 2005.

This property lies in the North St. Lucie River Water Control District which can be seen on Permit# 56-00658-S with SFWMD.

ST LUCIE COUNTY REGULATIONS:

The following lists the St Lucie County Land Development Code that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

"5. Environmental Impact Report:

a. Applicability:

1. Whenever a submission of a site plan is required, an environmental impact report shall be provided if the proposed development meets any of the following:

a. The property is ten (10) acres or over;

b. The property, regardless of size, contains any wetland, or;

c. The property is identified on the "Inventory of Native Ecosystems for St. Lucie County," or;

d. The proposed development is located in whole or part within the One Hundred (100) Year Flood Plain, or;

e. The property is located anywhere on North or South Hutchinson Island.

2. *The Environmental Resources Director may authorize total or partial relief from the requirement of an Environmental Impact Report (EIR). Documentation shall be provided by the applicant requesting relief from the EIR. The applicant shall demonstrate that based on conditions unique to the proposed development all of the information foregone by such relief is not needed to determine environmental impact of the proposed development.*

Further development at this property will require an Environmental Impact Report (EIR) to go with a submittal to St. Lucie County. This EIR includes further detail on how the site plan interacts and affects the surrounding environment.

D. *Mitigation.* When native vegetation meeting the mitigation size thresholds in Table 1 below has been approved for removal based on meeting one (1) or more of the above standards, the **Vegetation Removal Permit shall only be used after an acceptable mitigation plan has been reviewed and approved by the Environmental Resources Director, or his/her designee.** Prior to the issuance of any zoning compliance, certificate of capacity or other recognized authorization for the commencement of the permitted development activity, the replacement vegetation shall be preserved, relocated, or planted, or the appropriate mitigation fees shall be paid to the County. Only native vegetation shall be allowed to meet any required mitigation. The replacement vegetation shall be the same species as that which was removed, unless proven to be impractical, in which case, an alternative native species, approved by the Environmental Resources Director, or his/her designee, shall be used. The quality and size of the replacement trees shall meet the minimum landscape requirements set forth in Section 7.09.03(E).

The Environmental Resources Director may authorize substitutions and phased or longer planting schedules that meet the environmental and aesthetic intent of the Land Development Code as long as the total diameter-at-breast-height requirement is still met, allowing trees to be mitigated with native shrubs and herbaceous plant materials at a ratio of one (1) inch to twenty-four (24) one-gallon plants. A waiver of all mitigation requirements shall require the approval of the Board of County Commissioners.

1. *Mitigation Sizes.* Mitigation shall be required for the loss of any healthy, native vegetation with the minimum sizes as outlined in Table 1 below.

Vegetation shall be measured as "DBH", or diameter at breast height, which refers to trunk diameter at four and one-half (4½) feet above grade; or "C.T.", or clear trunk, which refers to the measurement of palm trees from grade to the base of the living fronds, or base of the head of palm trees. The three (3) multiple trunk species below, Seagrape, Pigeon Plum, and Wax Myrtle, shall qualify for mitigation when one (1) of their trunks meets the minimum size threshold listed below.

There will need to be a tree inventory conducted on the subject parcel before clearing activities commence. St. Lucie County regulations require a full mitigation plan for all trees that are subject to proposed impacts prior to issuing a Vegetation Removal Permit.

SUMMARY:

It is the professional opinion of EDC that there is no native upland habitat located on site, which is identified as FLUCCS Code 212 – Improved Pasture. The site consists of 31.76 acres designated with a Future Land Use of Residential Urban (RU), as well as Residential Single Family-2 (RS-2), and southern parcels zoned as Commercial, General (CG).

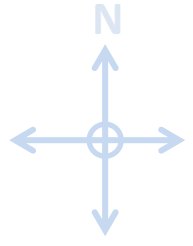
It is our professional opinion that there are no wetlands located on the subject parcel.

No gopher tortoises, burrows, or habitat were observed on site. In addition, no sandhill cranes or their nests were identified on site. Furthermore, no other state-listed species were observed.



Environmental Assessment

Orange and Jenkins
Fort Pierce, St. Lucie County, FL



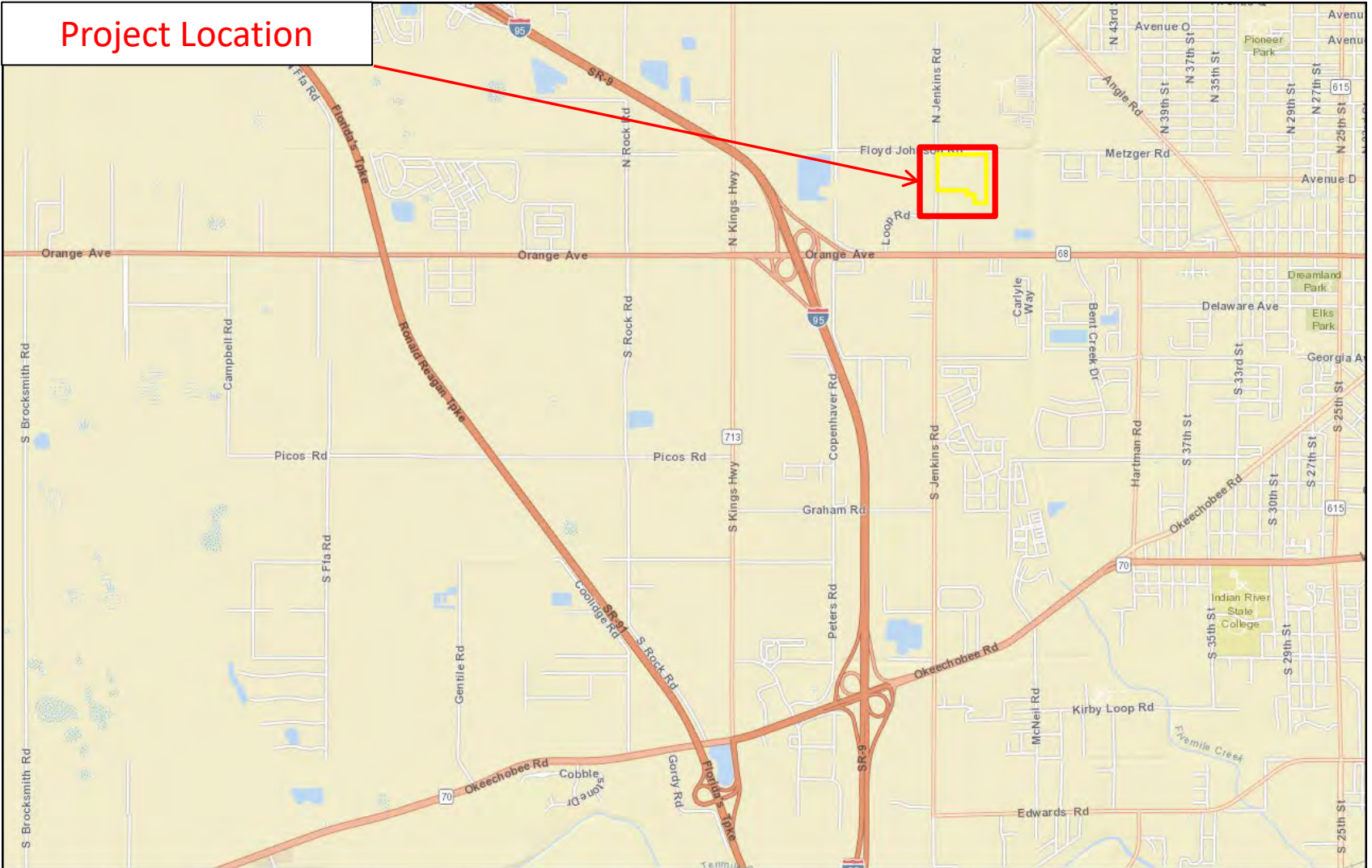
Location Map

Project: 21-260

Suchman Group

06/10/2021

Project Location

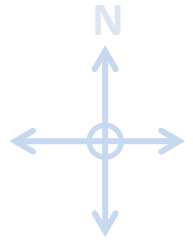




Environmental Assessment

Orange and Jenkins
Fort Pierce, St. Lucie County, FL

Property Appraiser Map



Project: 21-160

Suchman Group

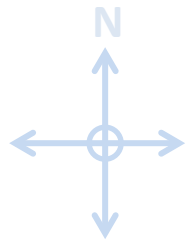
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Environmental Assessment

Orange and Jenkins
Fort Pierce, St. Lucie County, FL

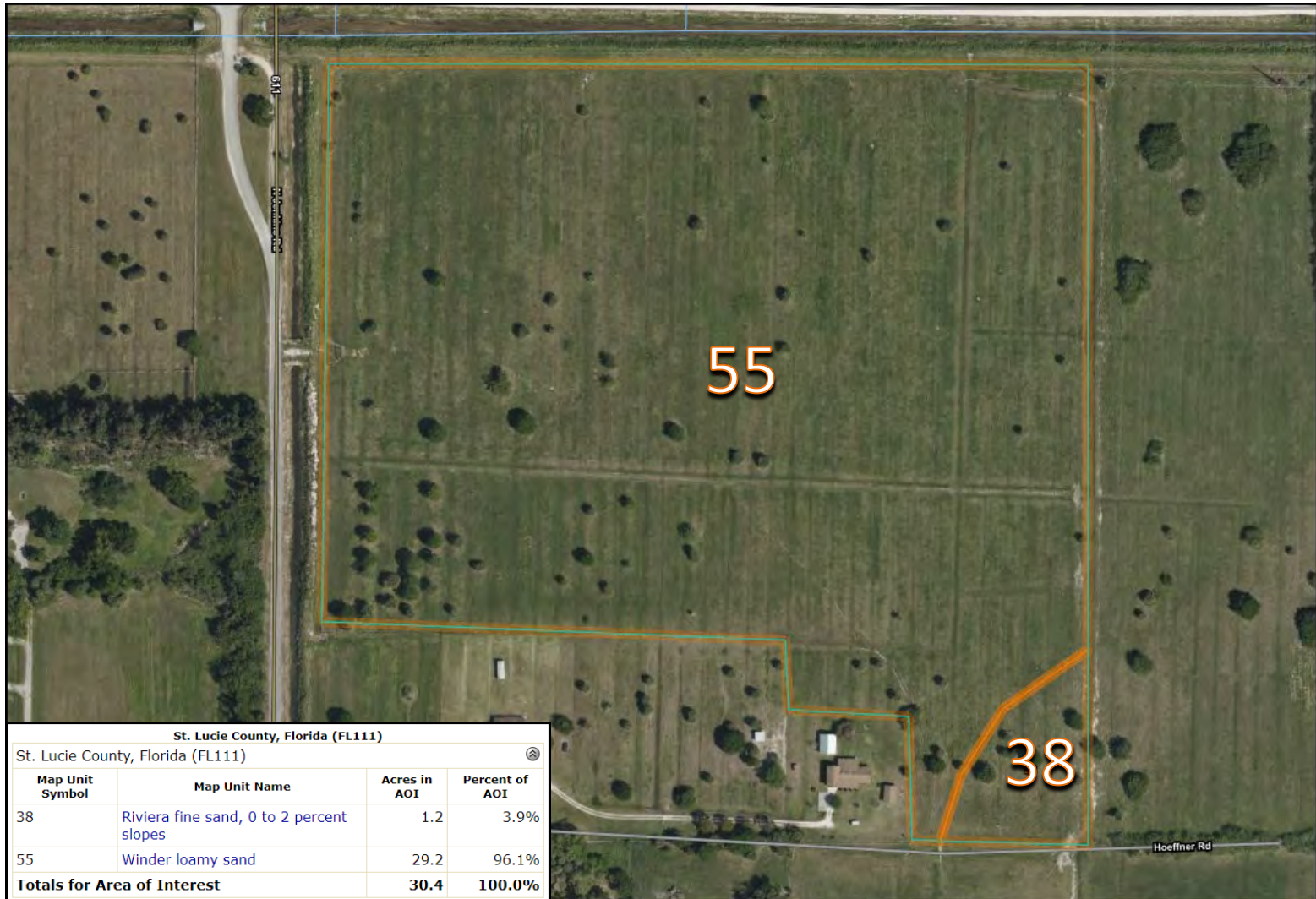


Soil Map

Project: 21-160

Suchman Group

06/10/2021





Environmental Assessment

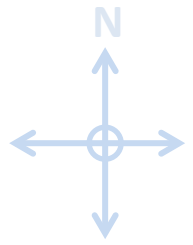
Orange and Jenkins
Fort Pierce, St. Lucie County, FL

Florida Land Use, Cover and Forms Classification System (FLUCCS) Map

Project: 21-260

Suchman Group

06/10/2021



FLUCCS Codes	
211	Improved Pasture – 31.76 ac.
*This map demonstrates an approximation of habitat boundaries on site.	

**LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA**

AACE FILE NO. 22-181



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph: 772-807-9191 Fx: 772-807-9192
www.aaceinc.com

TABLE OF CONTENTS

**LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA**

AACE FILE NO. 22-181

		PAGE #
1.0	<u>INTRODUCTION</u>	1
	1.1 Site Location and Description	1
	1.2 Project Description	2
2.0	<u>LIMITED SUBSURFACE SOIL EXPLORATION PROGRAM</u>	2
	2.1 Review of USDA Soil Survey	2
	2.2 Field Work	3
3.0	<u>LABORATORY TESTING PROGRAM</u>	4
4.0	<u>GENERAL SUBSURFACE SOIL AND GROUNDWATER CONDITIONS</u>	4
	4.1 General Soil Profile	4
	4.2 Measured Groundwater Level	5
	4.3 Soil Hydraulic Conductivity Testing	5
5.0	<u>PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION</u>	5
	5.1 General	5
	5.2 Structures	6
	5.3 Pavements	6
	5.4 Stormwater Ponds and Use of Fill Soils (Borrow Suitability)	6
6.0	<u>CLOSURE</u>	7
	<ul style="list-style-type: none">• Figure No. 1 Site Vicinity Maps• Figure No. 2 Field Work Location Plan • Sheets No. 1-6 Soil Boring Profiles • Appendix I USDA NRCS Web Soil Survey Summary Report• Appendix II General Notes• Appendix III Soil Hydraulic Conductivity Test Results• Appendix IV Project Limitations and Conditions	





ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE File No. 22-181

May 26, 2022

Engineering Design & Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Attention: Mr. Roderick J. Kennedy, P.E.

**LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA**

1.0 INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a subsurface exploration and preliminary geotechnical engineering analyses for the above referenced project. The purpose of performing this evaluation was to explore shallow soil types and groundwater levels in order to provide preliminary Geotechnical Engineering recommendations for the development of the subject property. Our work included Standard Penetration Test (SPT) borings, auger borings, soil hydraulic conductivity (exfiltration) testing, laboratory testing, and engineering analysis.

This report documents our explorations and presents our findings, and summarizes our preliminary opinions. We note that it is recommended that additional subsurface soil explorations be performed once the site has been cleared and the final locations and details of the proposed development features have been determined. Complete recommendations for site preparation procedures and foundation design for the individual project components can be provided once these additional exploratory efforts have been completed.

1.1 Site Location and Description

The ±85-acre subject site consists of the following five (5) contiguous properties located on the north side of Orange Avenue/SR-68, approximately 1 mile east of Interstate 95, in St. Lucie County, Florida (within Section 7, Township 35 South, Range 40 East):

- Parcel ID 2407-221-0001-000-1
- Parcel ID 2407-212-0001-000-3
- Parcel ID 2407-211-0001-000-0
- Parcel ID 2407-231-0000-000-5
- Parcel ID 2407-241-0001-000-3

A Site Vicinity Map (2021 aerial photograph) which depicts the location of the site is included on the attached Figure No. 1. The site location is further shown superimposed on the “Fort Pierce NW, Florida” USGS topographic quadrangle map, also included on Figure No. 1. The USGS map depicts the subject site as relatively level and having an approximate surface elevation of 19-20 feet relative to the National Geodetic Vertical Datum of 1929. The subject site is depicted as mainly vacant/undeveloped pasture and citrus-growing land on the USGS map.

1.2 Project Description

Based on our conversations and our review of the forwarded project-related information (including a conceptual site plan), we understand that the proposed site development will consist of a mixture of multi- and single-family development with commercial features fronting Orange Avenue, all with associated paving and drainage improvements (including several stormwater ponds). We further understand that the site is in due diligence phase and that only limited geotechnical information is needed at this point.

Should our understanding of the future site development differ significantly from what is described above, we request that we be contacted and given the opportunity to review proposed development plans as they relate to the opinions and recommendations presented herein.

2.0 LIMITED SUBSURFACE SOIL EXPLORATION PROGRAM

Subsurface conditions were explored through a review of the U.S. Department of Agriculture (USDA) Web Soil Survey, through site reconnaissance, and by the performance of Standard Penetration Test (SPT) borings, auger borings, and soil hydraulic conductivity tests. The purposes of the exploration were (1) to investigate subsurface conditions (i.e. soil types, groundwater levels, etc.) at the subject site, (2) to preliminarily obtain a measure of pertinent engineering properties of subsurface materials and (3) to present restrictions (if any) which these soil and groundwater conditions may place on the future site development.

2.1 Review of USDA Soil Survey

Based on our review of the USDA NRCS Web Soil Survey, the site is generally located in an area characterized by the following six (6) surficial soil types ranging in areal extent from less than 1 acre to more than 50 acres:

- Chobee loamy sand, frequently flooded, 0 to 1 percent slopes (Map Unit 11)
Loamy alluvium found within depressions on historic marine terraces, with loamy sand and sandy clay loam present to depths in excess of 80 inches below grade.
- Hilolo loamy sand, 0 to 2 percent slopes (Map Unit 16)
Calcareous sandy and loamy marine deposits found within flatwoods on historic marine terraces, with loamy sand, sandy loam, and sandy clay loam present to depths in excess of 80 inches below grade.

- Pineda sand, 0 to 2 percent slopes (Map Unit 32)
Sandy and loamy marine deposits found within drainageways and flats on historic marine terraces, with sands, loamy sands, and sandy loam present to depths in excess of 80 inches below grade.
- Riviera fine sand, 0 to 2 percent slopes (Map Unit 38)
Sandy and loamy marine deposits found within drainageways and flats on historic marine terraces, with fine sand, fine sandy loam, and sandy clay loam present to depths in excess of 80 inches below grade.
- Wabasso sand, 0 to 2 percent slopes (Map Unit 48)
Sandy and loamy marine deposits found within flatwoods on historic marine terraces, with sand, sandy clay loam and loamy sand present to depths in excess of 80 inches below grade.
- Winder loamy sand (Map Unit 55)
Sandy and loamy marine deposits found within flats on historic marine terraces, with loamy sand, sands, sandy clay loam, and sandy loam present to depths in excess of 80 inches below grade.

The approximate location of the site is shown superimposed on a copy of the USDA NRCS Web Soil Survey aerial photograph on Figure No. 1. Further, excerpts from the USDA NRCS Web Soil Survey summary report are included in Appendix I.

2.2 Field Work

The limited field exploration program consisted of performing twenty (20) Standard Penetration Test (SPT) borings and twenty (20) auger borings at selected, accessible locations within the boundaries of the site. The SPT borings (ASTM D1586) were advanced to depths of 15 to 30 feet below the existing grades, and the auger borings (ASTM D1452) were advanced to depths of about 5 to 7 feet using 3-inch diameter hand (bucket) augers. Further, four (4) SFWMD soil hydraulic conductivity (exfiltration) tests were completed within the site.

Our site visits and field work were performed in the period May 20-25, 2022. The field work locations shown on Figure No. 2 were determined in the field by our field crew using the provided site plan, a hand-held GPS instrument, aerial photographs, and existing site features as references. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 30 feet of those shown on Figure No. 2. In general, the borings were completed at accessible locations in a wide-spaced grid across the site.

Summaries of AACE's field procedures are included in Appendix II, and the individual boring profiles are presented on the attached Sheets No. 1 through 6. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

3.0 LABORATORY TESTING PROGRAM

Our drillers observed the soil recovered from the borings, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The recovered soil samples, along with the field boring logs, were transported to our Port St. Lucie soils laboratory where they were visually examined by AACE's project engineer to determine their engineering classification. The visual classification of the samples was performed in general accordance with the Unified Soil Classification System, USCS.

In addition, representative samples were selected for index laboratory testing, consisting of moisture content tests (ASTM D2216), percent fines tests (ASTM D1140), and organic content tests (ASTM D2974). These tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils.

The results of our visual classifications and laboratory analyses are presented on the soil boring profiles on Sheets No. 1 through 6.

4.0 GENERAL SUBSURFACE SOIL AND GROUNDWATER CONDITIONS

4.1 General Soil Profile

Detailed subsurface conditions are illustrated on the soil boring profiles presented on Sheets No. 1 through 6. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, at the locations and depths explored, our borings encountered a thin mantle of topsoil (sands with roots/organics) followed by very loose to medium dense fine sands (SP), slightly clayey fine sands (SP-SC) and clayey fine sands (SC) to depths of about 18-23 feet below grade. At this depth, very loose to loose fine sands (SP) and slightly silty fine sands (SP-SM) were encountered, followed by very loose to dense fine sands (SP) with varying shell content reaching the termination depths of our deeper borings near 30 feet below grade.

The above soil profile is outlined in general terms only; please refer to Sheets No. 1 through 6 for individual soil profile details.

4.2 Measured Groundwater Level

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheets No. 1 through 6. As can be seen, at the time of our field work, the groundwater table was encountered at depths ranging from approximately 3.5 to 6.5 feet below the existing ground surface, with this range likely due to similar, minor variations in site topography. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. We further note that several active flow wells (artesian wells) were observed throughout the property, which may influence the ambient groundwater conditions.

4.3 Soil Hydraulic Conductivity Testing

Four (4) soil hydraulic conductivity tests were performed at the approximate locations shown on Figure No. 2. In general, the tests were performed in substantial accordance with methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (ERPIM), Volume IV, and yielded the following results (Table 1).

Table 1 - Soil Hydraulic Conductivity Test Results

Test No.	Groundwater Depth (ft-bls)	Flow Rate, Q (cfs)	Hydraulic Conductivity, K (cfs/sqf - ft head)
EX-1	4.5	8.9×10^{-4}	3.3×10^{-5}
EX-2	4.5	6.7×10^{-4}	2.4×10^{-5}
EX-3	5.3	6.7×10^{-4}	2.3×10^{-5}
EX-4	>6 (not encountered)	4.5×10^{-4}	1.5×10^{-5}

The individual soil hydraulic conductivity test reports are included in Appendix III.

5.0 PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION

5.1 General

The following preliminary evaluation is based on a review of the attached soil boring profiles, our understanding of the project and its current status, and on our experience with similar projects and subsurface conditions. Once plans for development of the subject site have been finalized, the preliminary evaluation presented herein should be supplemented with additional field explorations designed specifically for the proposed mixed-use residential and commercial construction.

5.2 Structures

In summary, it is our preliminary opinion that the soils on this site are generally adequate to support future low-rise residential and commercial construction on conventional shallow foundations following typical site preparation methods.

Overall, future site preparation procedures for this site will include clearing of the vegetation currently present on the site (making sure to fully remove stumps, agricultural piping/structures, etc.), backfilling of craters from such features, leveling of uneven terrain, cleaning/filling of ditches, and proofrolling of the building and roadway areas with heavy vibratory compaction equipment.

Once the site has been properly prepared, conventional shallow foundations or monolithic slabs proportioned for an allowable soil bearing pressure of 2,500 pounds per square foot (psf) can be used for support of future construction.

5.3 Pavements

The results of our preliminary exploration indicate that the subject site, if prepared properly, is typically suitable for supporting parking/drive areas using conventional light-duty or heavy-duty flexible pavement sections with an asphaltic concrete wearing surface, a calcareous base course, and compacted, stabilized subgrade. In addition, rigid pavements (i.e. concrete atop properly designed base and subgrade sections) will be suitable.

Site preparation is anticipated to consist of the removal of organic topsoil and buried organics, and densification of near-surface soils by compacting the cleared and grubbed ground surface with conventional compaction equipment prior to the placement of embankment soils and/or pavement.

We do note that the groundwater table was encountered at relatively shallow depths at some locations, with some seasonal rise to be expected. In order to reduce the potential for premature roadway distress, including base deterioration or failure, a minimum separation of 18 inches should be maintained between the estimated normal seasonal high groundwater level and the bottom of the limerock/coquina pavement base course. If this is not possible, the use of an asphaltic "black-base" (i.e. FDOT Type B-12.5) and/or the installation of roadway edge underdrains may be required.

5.4 Stormwater Ponds and Use of Fill Soils (Borrow Suitability)

Based on visual examination the recovered soil samples, and on our experience from numerous similar residential development projects St. Lucie County, we offer the following general comments with regards to the suitability of the encountered soils for use as structural fill materials:

- Fine sands (SP) should be suitable to serve as fill soils and with proper moisture control should densify using conventional compaction equipment. Soils obtained from below the water table may require time to dry sufficiently. However, these materials should be suitable for relatively unrestricted use as fill and embankment.
- Slightly clayey fine sands (SP-SC) and slightly silty fine sands (SP-SM) with fines contents less than 10-15 percent are suitable for structural fill, but will likely be more difficult to compact due to their inherent nature to retain excess soil moisture. If the use of slightly clayey soils is desired, it may be necessary to stockpile these soils in order for them to drain. Thinner lifts (perhaps 6 to 8 inches in loose thickness) may be required for placement and compaction of these soils. Further, it may become necessary to mix these soils with drier, cleaner granular sands prior to placement to increase the “workability” of these soils.
- Clayey fine sands (SC) with fines content in excess of 15-18 percent are generally considered undesirable for use as structural fill because of the difficulty in conditioning and working the material due to its high fines content. However, these clayey can typically be mixed with sands with less fines content (i.e. less than 5 percent passing the U.S. No. 200 sieve) and likely be used provided that the post-mixing fines content is not greater than 10 percent.
- Organic topsoil is not considered suitable for use as any type of fill, other than in landscaped areas or other non-structural areas.

If it is attempted to blend the more clayey soils with the sands containing less fines, we would recommend obtaining post-mix samples for laboratory determination of moisture contents, fines content, in addition to optimum moisture contents/maximum density relationships, so as to determine whether the soils were sufficiently mixed, and to provide guidelines for placement and compaction procedures. For the more clayey fill materials, it will be prudent to compact the soils within 1 to 2 percent of the materials’ optimum moisture contents. Nevertheless, once excavated and/or dredged, we recommend that all soils be stockpiled as high as possible so as to increase the rate of drainage, prior to placement and compaction.

Further, mechanical manipulation (e.g. disking, point-plowing, etc.) can typically be used to mixed and dry clayey soils. If the clayey soils remain saturated they could be used in non-structural areas.

6.0 CLOSURE

The preliminary geotechnical evaluation submitted herein is based on the data obtained from the soil borings presented on Sheets No. 1 through 6, our understanding of the proposed project and its current status, and the assumed loading conditions previously described. Should the proposed site development differ significantly from what is described herein we request that we be notified to ensure that the preliminary recommendations presented herein are valid for the project. Additional limitations and conditions to this report are presented in Appendix IV.

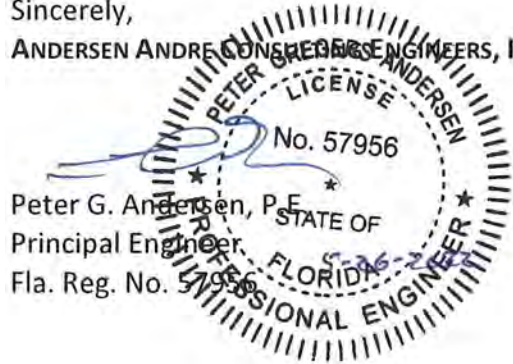
This report includes the recommendation to perform additional exploratory borings within future development areas prior to completing project plans and specifications. Specific and design-level geotechnical engineering recommendations for site preparation, grading, foundation design, pavement construction, etc. can be provided following these additional explorations.

This report has been prepared in accordance with generally accepted soil and foundation Engineering Design & Construction, Inc. for the proposed subject project. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956



David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969

A handwritten signature in blue ink, appearing to read "D. Andre".

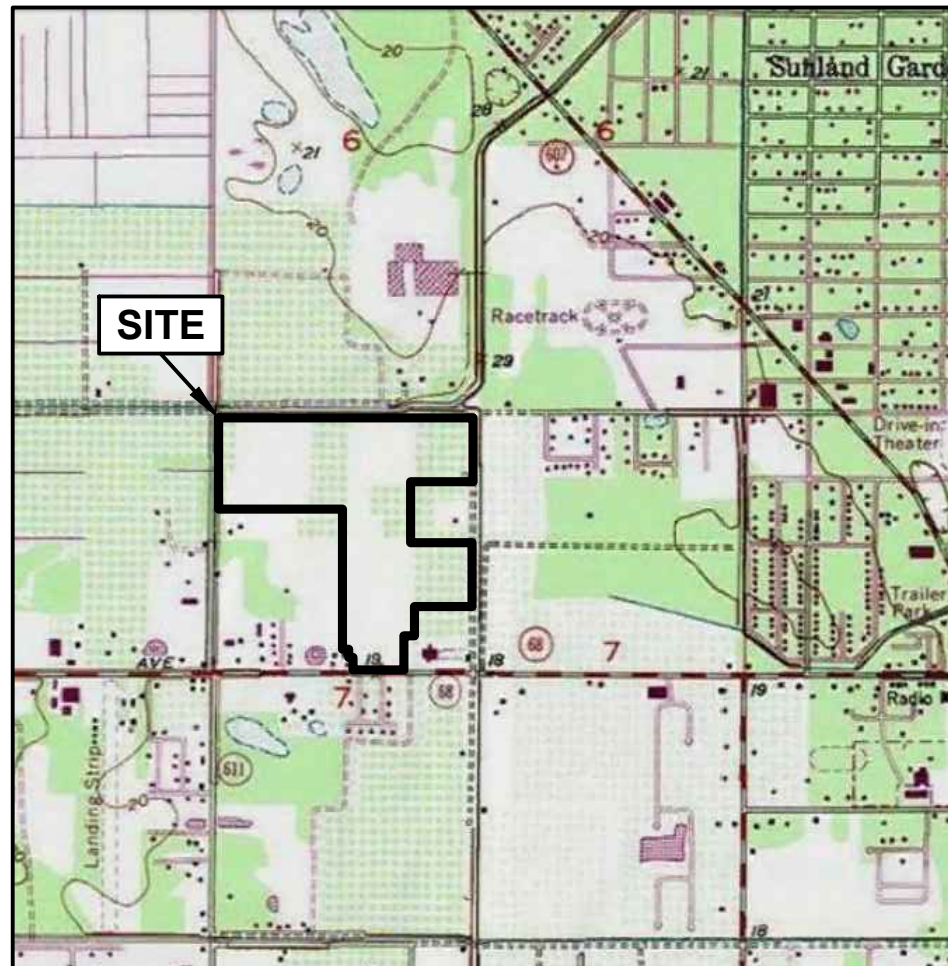
5/26/22



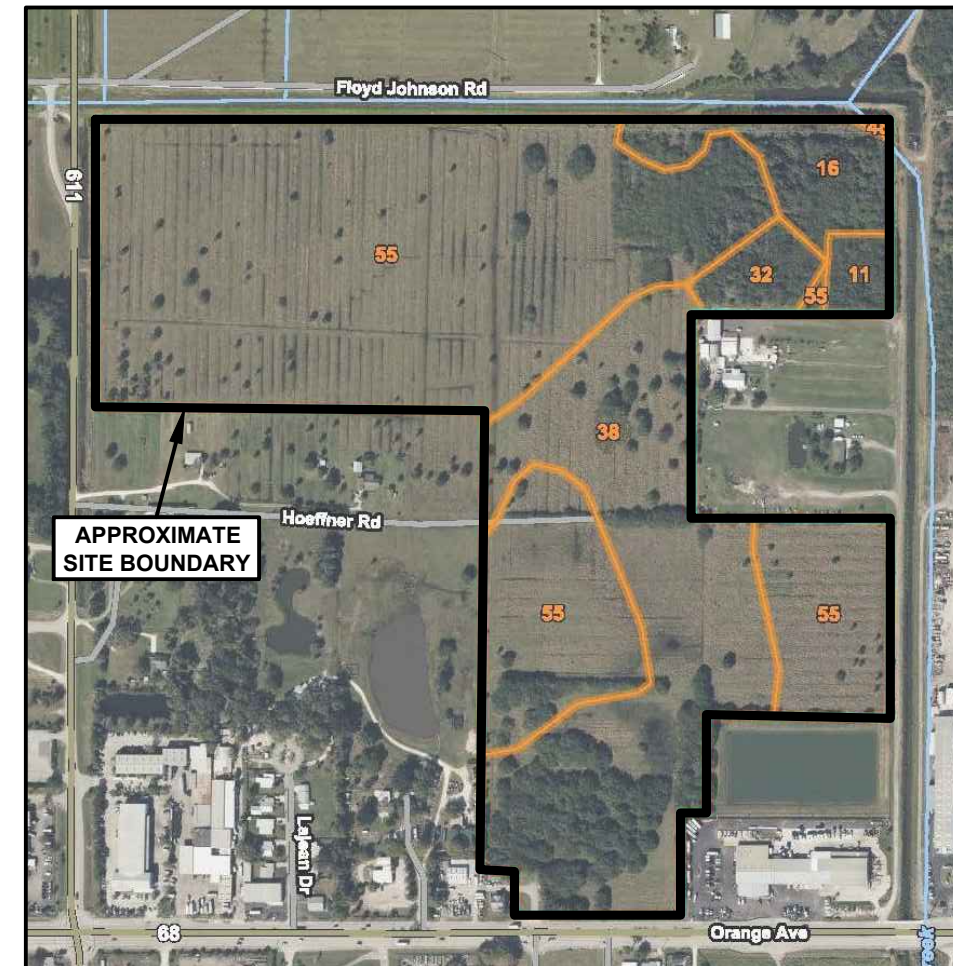
2021 AERIAL PHOTOGRAPH



USGS QUADRANGLE MAP OF "FT. PIERCE NW, FL"



USDA SOIL SURVEY MAP



PUBLIC LAND SURVEY SYSTEM

Section 7 Township 35 South, Range 40 East

ST. LUCIE COUNTY PROPERTY APPRAISER

- Parcel ID 2407-221-0001-000-1 (31.76 acres)
- Parcel ID 2407-212-0001-000-3 (19.45 acres)
- Parcel ID 2407-211-0001-000-0 (8.47 acres)
- Parcel ID 2407-231-0000-000-5 (18.36 acres)
- Parcel ID 2407-241-0001-000-3 (10.37 acres)

USDA NRCS SOIL TYPES WITHIN SITE BOUNDARY

- Map Unit 11: Chobee loamy sand, frequently ponded, 0 to 1 percent slopes
- Map Unit 16: Hilolo loamy sand, 0 to 2 percent slopes
- Map Unit 32: Pineda sand, 0 to 2 percent slopes
- Map Unit 38: Riviera fine sand, 0 to 2 percent slopes
- Map Unit 48: Wabasso sand, 0 to 2 percent slopes
- Map Unit 55: Winder loamy sand



NOT TO SCALE

Graphical sources:
 - Google Earth Pro
 - QUADS/Earth Survey
 - USDA NRCS Web Soil Survey



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SITE VICINITY MAPS




SUBSURFACE SOIL EXPLORATION AND
 GEOTECHNICAL ENGINEERING EVALUATION
 ±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
 ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA
 Checked by: DPA
 AAACE File No: 22-181

Date: May 2022
 Date: May 2022

Figure No. 1

LEGEND

- TB-#**  Standard Penetration Test Boring
- #**  Hand Auger Boring
- EX-#**  SFWMD Exfiltration Test
(Usual Open Hole, Constant-Head)

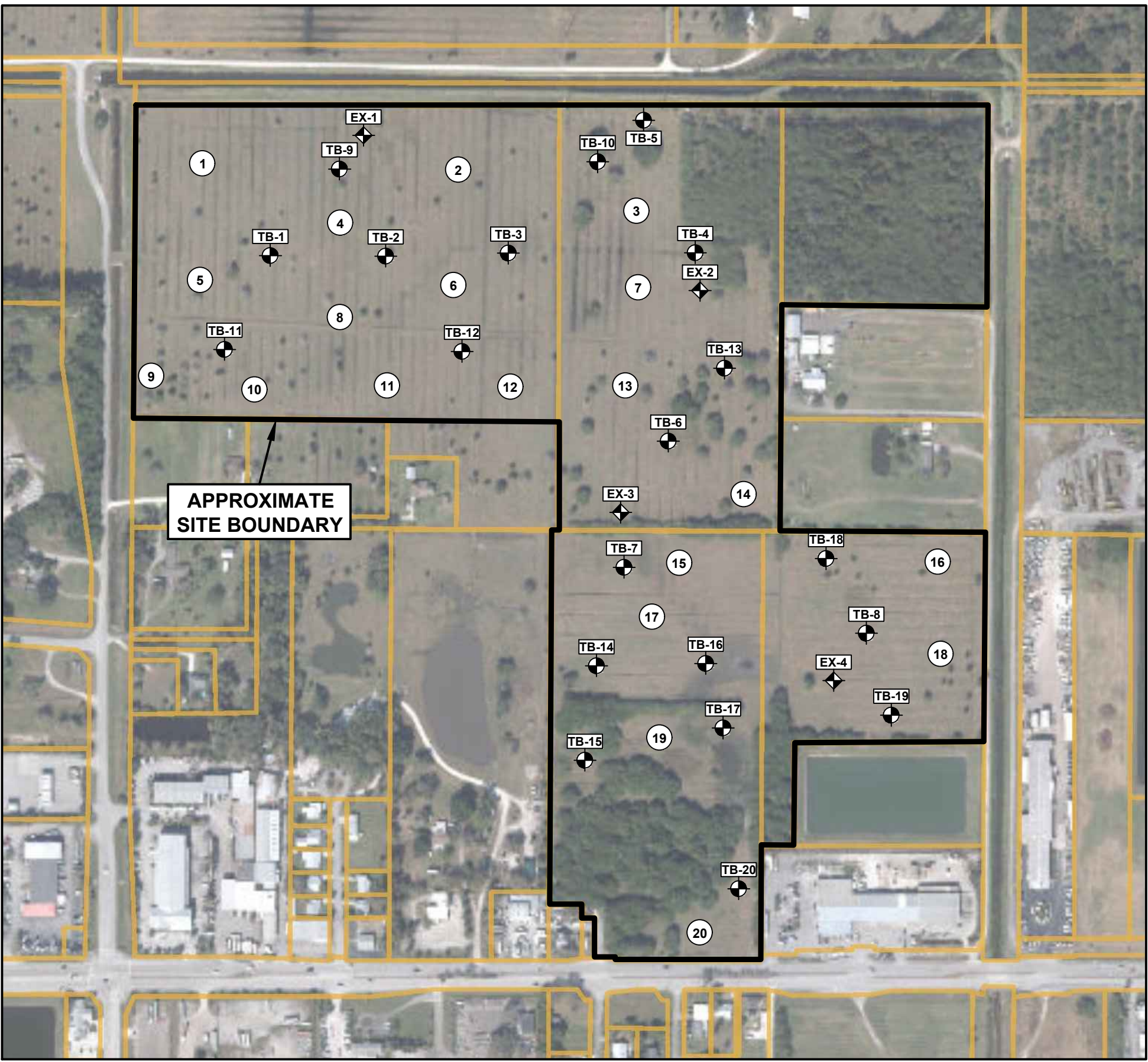
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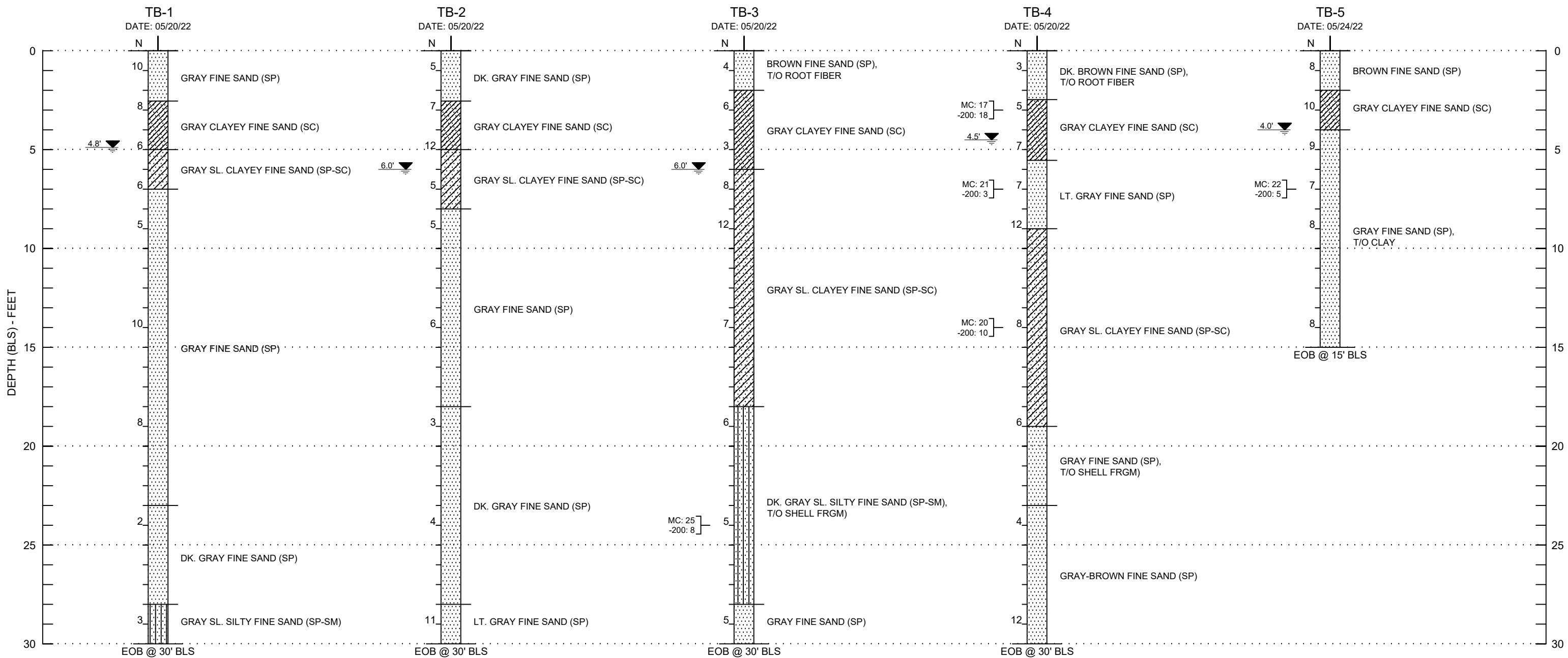
Shown and noted boring locations are approximate. All boring locations were located using the provided site plan, aerial photographs, existing site features, and a hand-held GPS instrument. Atmospheric disturbances and local weather conditions may affect the accuracy of the GPS instrument readings. As such, the shown field work locations should be considered accurate only to the degree implied by the method of measurement used.



NOT TO SCALE

Graphical source:
St. Lucie County Property Appraiser





SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY CLAYEY FINE SAND (SP-SC)
- CLAYEY FINE SAND (SC)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-10" of topsoil (sands with roots/organics) encountered in some borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



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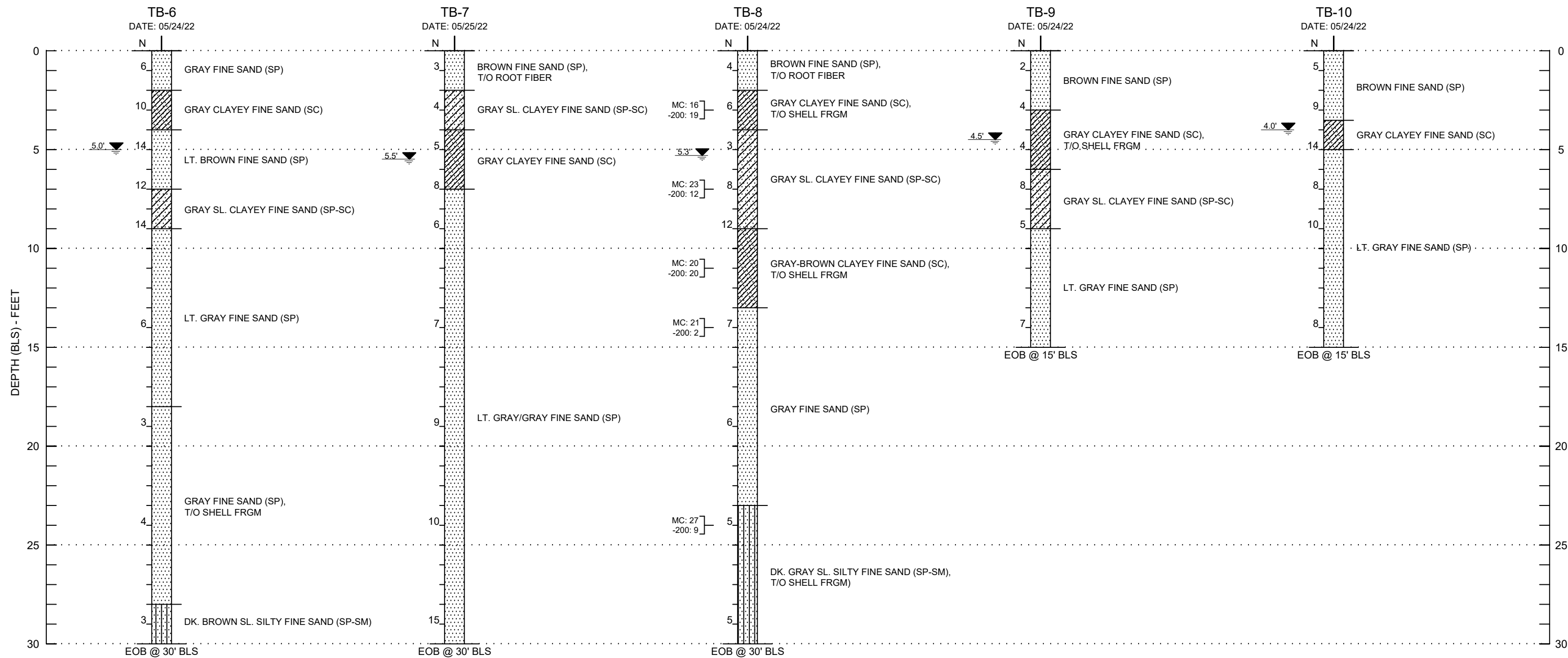
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA





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Checked by: DPA
AAACE File No: 22-181

Date: May 2022
Date: May 2022


Sheet No. 1

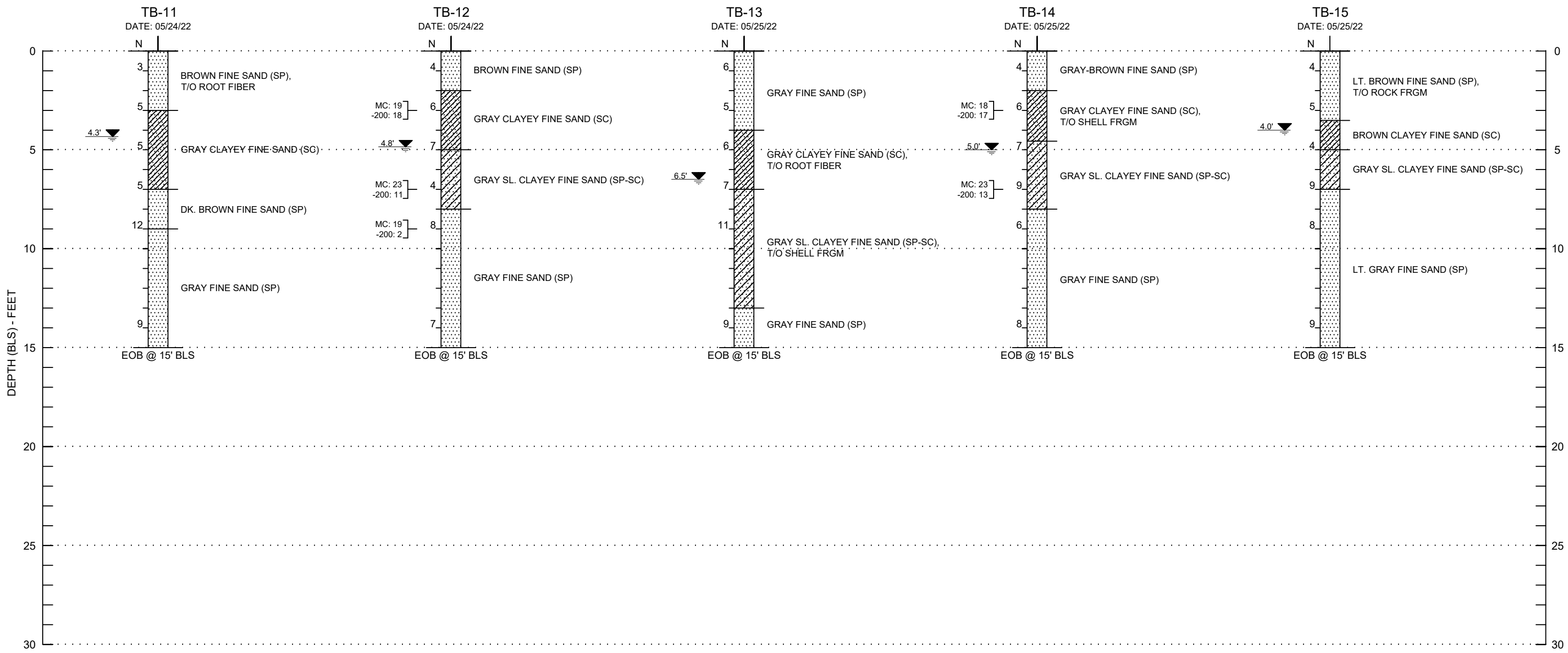


SOIL GRAPHICAL LEGEND:





-  FINE SAND (SP)
-  SLIGHTLY CLAYEY FINE SAND (SP-SC)
-  CLAYEY FINE SAND (SC)
-  SLIGHTLY SILTY FINE SAND (SP-SM)

DRILLING NOTES:


TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



SOIL GRAPHICAL LEGEND:

-  FINE SAND (SP)
-  SLIGHTLY CLAYEY FINE SAND (SP-SC)
-  CLAYEY FINE SAND (SC)
-  SLIGHTLY SILTY FINE SAND (SP-SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



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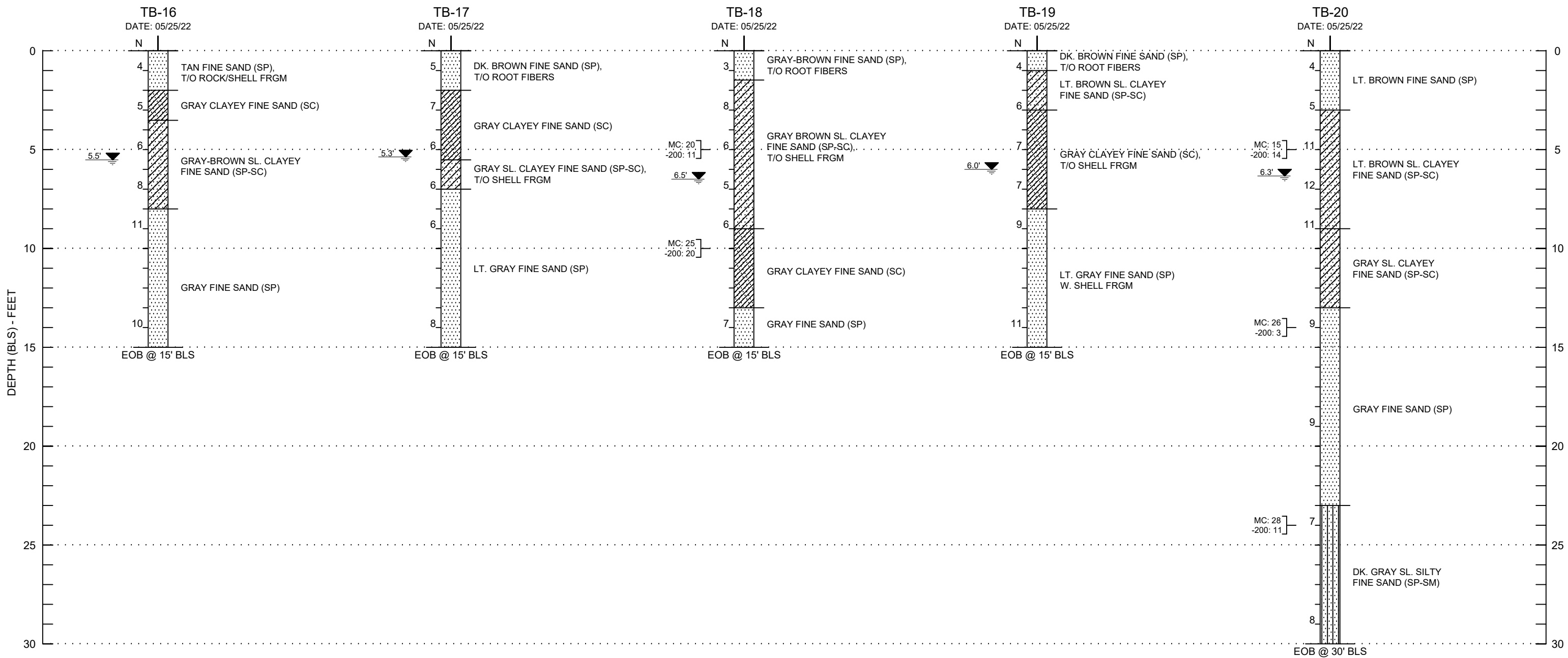
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND
 GEOTECHNICAL ENGINEERING EVALUATION
 ±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
 ST. LUCIE COUNTY, FLORIDA





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 Checked by: DPA
 AAACE File No: 22-181

Date: May 2022
 Date: May 2022

Sheet No. 3



SOIL GRAPHICAL LEGEND:

-  FINE SAND (SP)
-  SLIGHTLY CLAYEY FINE SAND (SP-SC)
-  CLAYEY FINE SAND (SC)
-  SLIGHTLY SILTY FINE SAND (SP-SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
XX	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



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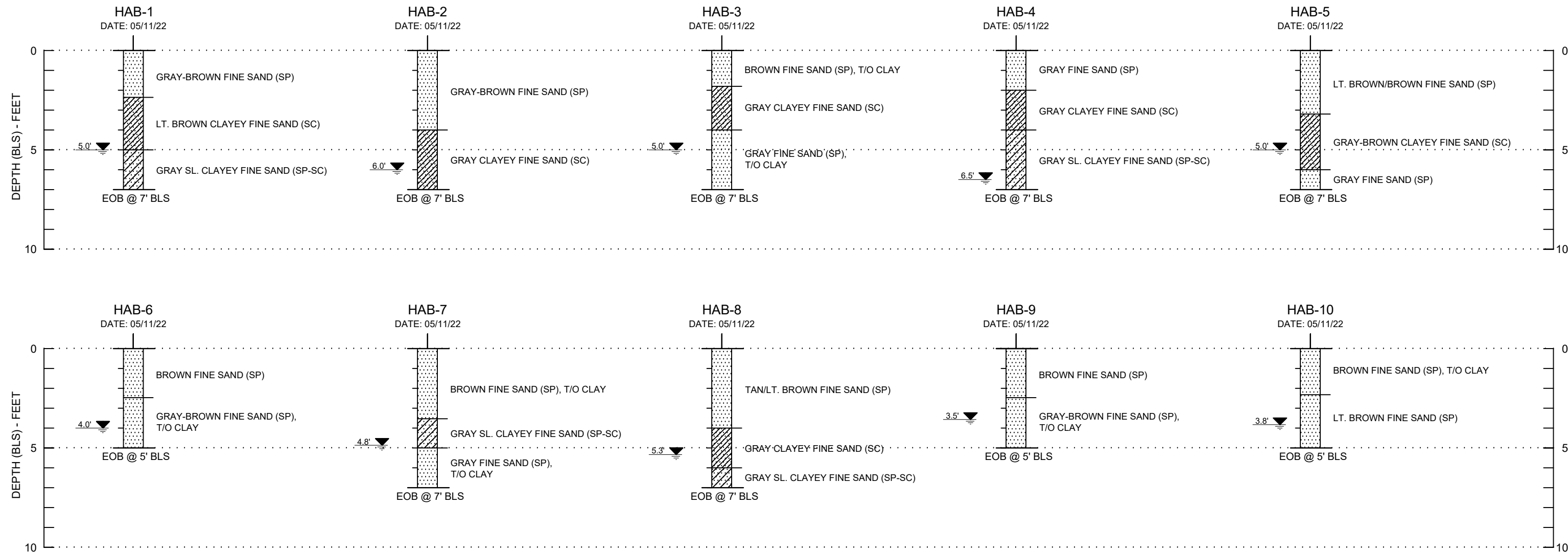
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND
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 ST. LUCIE COUNTY, FLORIDA





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 Checked by: DPA
 AAACE File No: 22-181

Date: May 2022
 Date: May 2022

Sheet No. 4



SOIL GRAPHICAL LEGEND:

-  FINE SAND (SP)
-  SLIGHTLY CLAYEY FINE SAND (SP-SC)
-  CLAYEY FINE SAND (SC)
-  SLIGHTLY SILTY FINE SAND (SP-SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
XX	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



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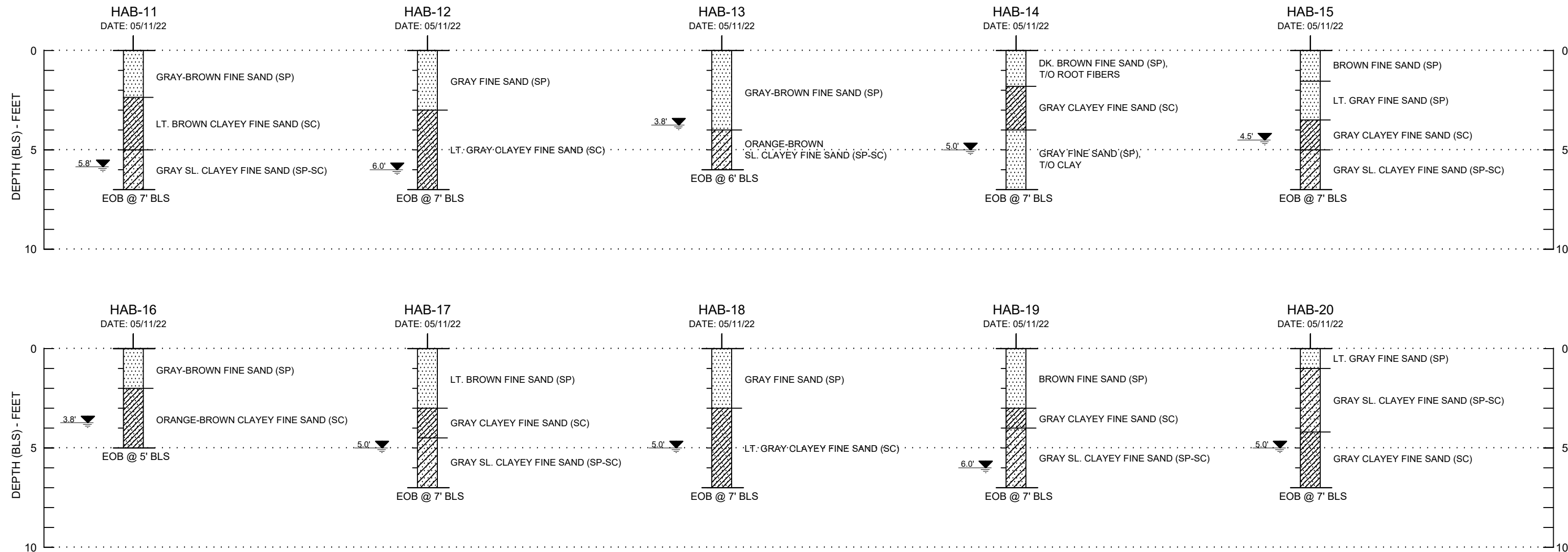
SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
±85-ACRES OFF ORANGE AVENUE (SUCHMAN)
ST. LUCIE COUNTY, FLORIDA





Drawn by: PGA
Checked by: DPA
AAACE File No: 22-181

Date: May 2022
Date: May 2022

Sheet No. 5



SOIL GRAPHICAL LEGEND:

-  FINE SAND (SP)
-  SLIGHTLY CLAYEY FINE SAND (SP-SC)
-  CLAYEY FINE SAND (SC)
-  SLIGHTLY SILTY FINE SAND (SP-SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
XX	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:
EOB	END OF BORING	INSIDE DIAMETER: 1.375"
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"
FRGM	FRAGMENTS	LENGTH: 24"
SP, SP-SC, SC, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]	SPT HAMMER:
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	AVERAGE DROP: 30"
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	WEIGHT: 140 LBS
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	TYPE: SAFETY/MANUAL



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SOIL BORING PROFILES

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ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA

Date: May 2022

Checked by: DPA

Date: May 2022

AAACE File No: 22-181

Sheet No. 6

APPENDIX I

USDA NRCS Web Soil Survey Summary Report



United States
Department of
Agriculture

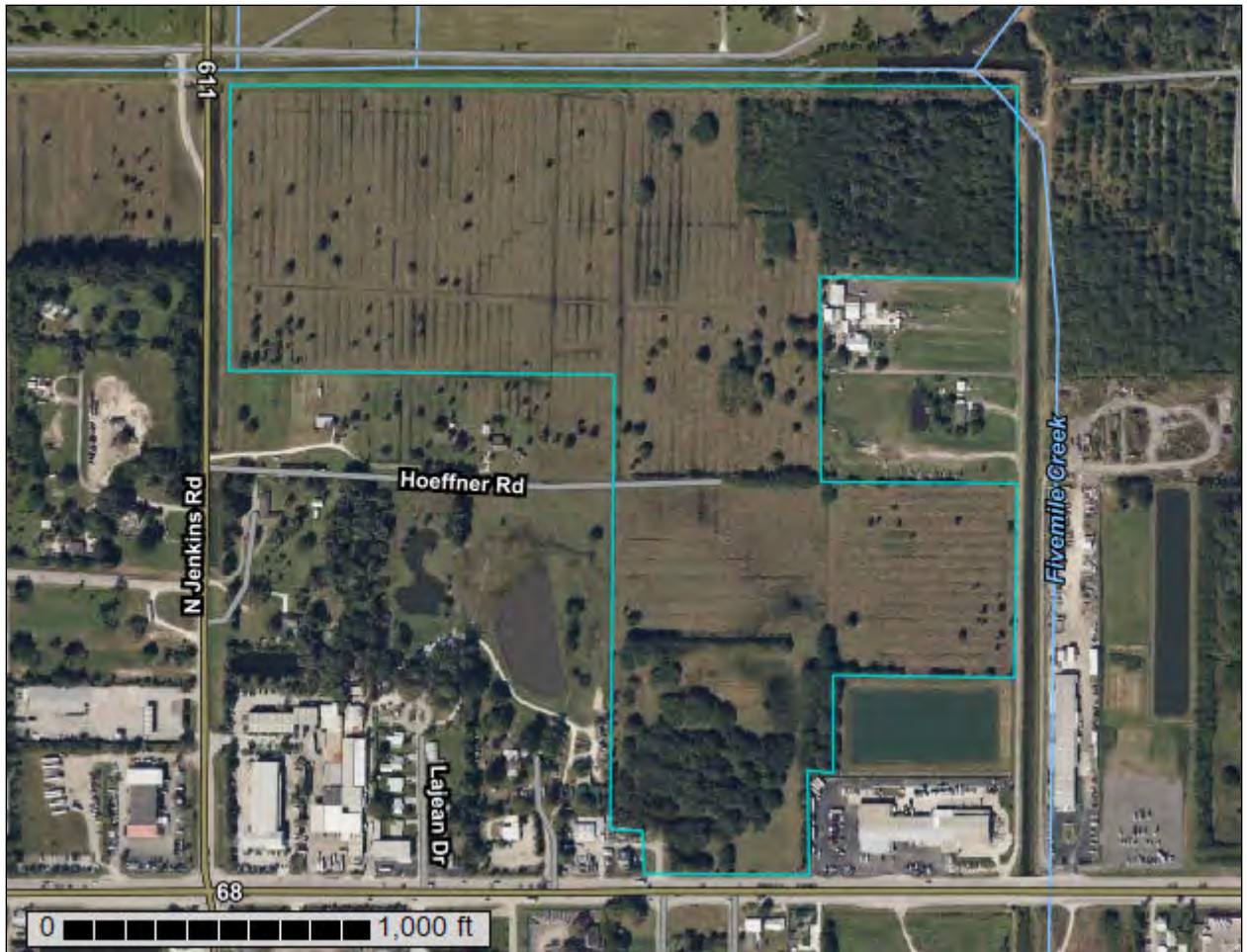
NRCS

Natural
Resources
Conservation
Service

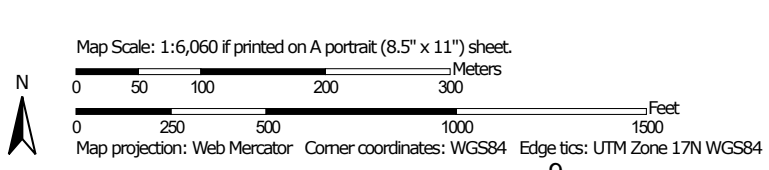
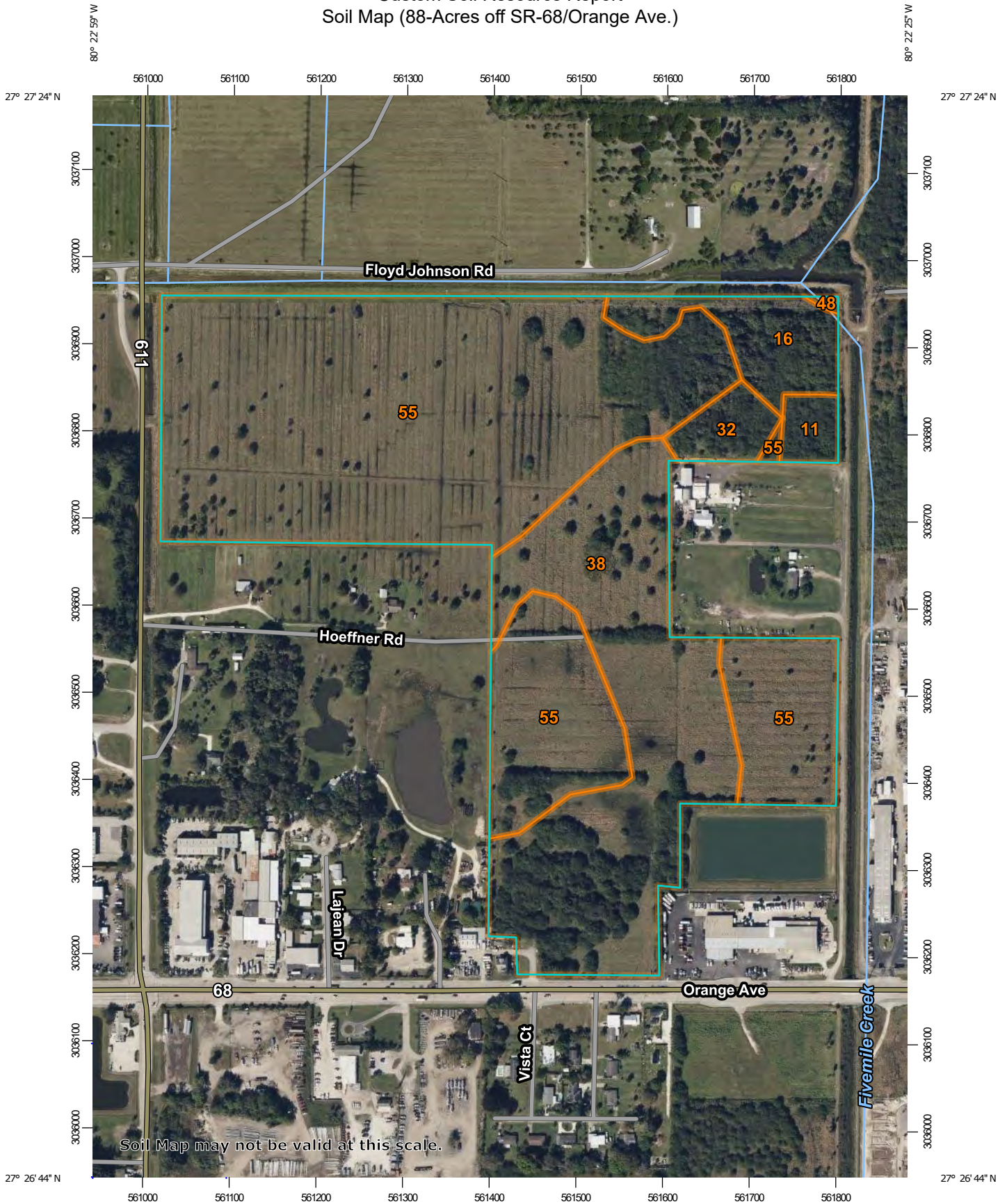
A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **St. Lucie County, Florida**

88-Acres off SR-68/Orange Ave.




Custom Soil Resource Report
Soil Map (88-Acres off SR-68/Orange Ave.)





MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
 Survey Area Data: Version 15, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 6, 2019—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (88-Acres off SR-68/ Orange Ave.)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes	1.3	1.5%
16	Hilolo loamy sand, 0 to 2 percent slopes	4.5	5.3%
32	Pineda sand, 0 to 2 percent slopes	2.0	2.3%
38	Riviera fine sand, 0 to 2 percent slopes	23.8	28.1%
48	Wabasso sand, 0 to 2 percent slopes	0.1	0.1%
55	Winder loamy sand	53.0	62.6%
Totals for Area of Interest		84.7	100.0%

Map Unit Descriptions (88-Acres off SR-68/ Orange Ave.)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit

Custom Soil Resource Report

descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

St. Lucie County, Florida

11—Chobee loamy sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwd
Elevation: 0 to 70 feet
Mean annual precipitation: 48 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Chobee and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy alluvium

Typical profile

A - 0 to 11 inches: loamy sand
Btg - 11 to 40 inches: sandy clay loam
Btkg - 40 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL)
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL), Freshwater Marshes and Ponds (R156BY010FL)

Custom Soil Resource Report

Hydric soil rating: Yes

Minor Components

Kaliga

Percent of map unit: 4 percent

Landform: Depressions on flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Linear, concave

Across-slope shape: Concave, linear

Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)

Hydric soil rating: Yes

Brynwood

Percent of map unit: 4 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)

Hydric soil rating: Yes

Floridana

Percent of map unit: 4 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, convex

Across-slope shape: Concave, linear

Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)

Hydric soil rating: Yes

Winder

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Convex, linear

Across-slope shape: Concave, linear

Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)

Hydric soil rating: Yes

16—Hilolo loamy sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2z1ft

Elevation: 0 to 100 feet

Custom Soil Resource Report

Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Hilolo and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hilolo

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand
Btkg1 - 6 to 12 inches: fine sandy loam
Btkg2 - 12 to 28 inches: sandy clay loam
Btkg3 - 28 to 53 inches: fine sandy loam
Cg - 53 to 80 inches: loamy fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.60 to 2.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: Yes

Minor Components

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf

Custom Soil Resource Report

Down-slope shape: Linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pople

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 4 percent
Landform: Depressions on marine terraces, drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Concave, convex, linear
Across-slope shape: Concave, linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL), Wetland Hardwood Hammock (R156BY012FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

32—Pineda sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x1nb

Custom Soil Resource Report

Elevation: 0 to 100 feet
Mean annual precipitation: 47 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pineda and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 19 inches: sand
Bw - 19 to 35 inches: sand
Btg/E - 35 to 38 inches: sandy loam
Btg - 38 to 60 inches: sandy loam
Cg - 60 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Malabar

Percent of map unit: 6 percent

Custom Soil Resource Report

Landform: — error in exists on —

Landform position (three-dimensional): Tread, dip, talf

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL), Slough (R155XY011FL)

Hydric soil rating: Yes

Wabasso

Percent of map unit: 5 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL), South Florida Flatwoods (R155XY003FL)

Hydric soil rating: No

Valkaria

Percent of map unit: 2 percent

Landform: Drainageways on flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Linear

Across-slope shape: Linear, concave

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL), Slough (R155XY011FL)

Hydric soil rating: Yes

Brynwood

Percent of map unit: 2 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL), South Florida Flatwoods (R155XY003FL)

Hydric soil rating: Yes

38—Riviera fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzw2

Elevation: 0 to 80 feet

Mean annual precipitation: 44 to 59 inches

Mean annual air temperature: 68 to 77 degrees F

Frost-free period: 350 to 365 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera and similar soils: 80 percent

Custom Soil Resource Report

Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 28 inches: fine sand
Bt/E - 28 to 32 inches: fine sandy loam
Btg - 32 to 42 inches: sandy clay loam
C - 42 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.60 to 6.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 8 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pinellas

Percent of map unit: 4 percent

Custom Soil Resource Report

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: No

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Floridana

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

48—Wabasso sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyr
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso

Setting

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand

E - 6 to 25 inches: sand

Bh - 25 to 30 inches: sand

Btg - 30 to 58 inches: sandy clay loam

Cg - 58 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: 9 to 50 inches to strongly contrasting textural stratification

Drainage class: Poorly drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Very low (about 1.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: C/D

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)

Hydric soil rating: No

Minor Components

Brynwood

Percent of map unit: 6 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Custom Soil Resource Report

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, convex
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

55—Winder loamy sand

Map Unit Setting

National map unit symbol: 1jpwk
Elevation: 0 to 30 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Winder, drained and bedded, and similar soils: 67 percent
Winder, hydric, and similar soils: 15 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Winder, Drained And Bedded

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, concave
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand

Custom Soil Resource Report

E - 6 to 12 inches: sand
Btg1 - 12 to 33 inches: sandy clay loam
Btg2 - 33 to 49 inches: sandy loam
Cg1 - 49 to 61 inches: loamy sand
Cg2 - 61 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 12 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: No

Description of Winder, Hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, concave
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: loamy sand
E - 6 to 12 inches: sand
Btg1 - 12 to 33 inches: sandy clay loam
Btg2 - 33 to 49 inches: sandy loam
Cg1 - 49 to 61 inches: loamy sand
Cg2 - 61 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None

Custom Soil Resource Report

Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G156BC341FL)
Hydric soil rating: Yes

Minor Components

Riviera

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Hallandale

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Floridana

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G156BC245FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Wabasso

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G156BC141FL)

Hydric soil rating: No

Winder, shell substratum, hydric

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear, concave

Across-slope shape: Linear

Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic
lowlands (G156BC341FL)

Hydric soil rating: Yes

Wabasso, gravelly substratum

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G156BC141FL)

Hydric soil rating: No

APPENDIX II

General Notes

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
SOIL BORING, SAMPLING AND TESTING METHODS

GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	<u>N-Value</u>	<u>Description</u>
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	<u>N-Value</u>	<u>Description</u>	<u>Qu</u>
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

POWER AUGER BORINGS

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

ROCK CORING

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

SFWMD EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recorded and the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

LABORATORY TEST METHODS

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA
CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
 Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5%	– no mention of gravel in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– gravelly (shell, limerock, cemented sands)

SANDS:

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
 MEDIUM SAND: No. 40 (425 μm) Sieve to No. 10 (2 mm) Sieve
 FINE SAND: No. 200 (75 μm) Sieve to No. 40 (425 μm) Sieve

Descriptive adjectives:

0 - 5%	– no mention of sand in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– sandy

SILT/CLAY: < #200 (75μM) Sieve

SILTY OR SILT: PI < 4
 SILTY CLAYEY OR SILTY CLAY: 4 ≤ PI ≤ 7
 CLAYEY OR CLAY: PI > 7

Descriptive adjectives:

< - 5%	– clean (no mention of silt or clay in description)
5 - 15%	– slightly
16 - 35%	– clayey, silty, or silty clayey
36 - 49%	– very

ORGANIC SOILS:

Organic Content	Descriptive Adjectives	Classification
0 - 2.5%	Usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add "with organic fines" to group name
5 - 30%	organic	SM with organic fines Organic Silt (OL) Organic Clay (OL) Organic Silt (OH)

**THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA
CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES**

Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER:

Organic Content	Descriptive Adjectives	Classification
30 - 75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE:

<u>Descriptive Term</u>	<u>Thickness</u>
with interbedded	
seam	-- less than ½ inch (13 mm) thick
layer	-- ½ to 12-inches (300 mm) thick
stratum	-- more than 12-inches (300 mm) thick
pocket	-- small, erratic deposit, usually less than 1-foot
lens	-- lenticular deposits
occasional	-- one or less per foot of thickness
frequent	-- more than one per foot of thickness
calcareous	-- containing calcium carbonate (reaction to diluted HCL)
hardpan	-- spodic horizon usually medium dense
marl	-- mixture of carbonate clays, silts, shells and sands

ROCK CLASSIFICATION (FLORIDA) CHART:

<u>Symbol</u>	<u>Typical Description</u>
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA
CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

LEGEND FOR BORING LOGS

N:	Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches
R:	Refusal (less than six inches advance of the split spoon after 50 hammer blows)
MC:	Moisture content (percent of dry weight)
OC:	Organic content (percent of dry weight)
PL:	Moisture content at the plastic limit
LL:	Moisture content at the liquid limit
PI:	Plasticity index (LL-PL)
qu:	Unconfined compressive strength (tons per square foot, unless otherwise noted)
-200:	Percent passing a No. 200 sieve (200 wash)
+40:	Percent retained above a No. 40 sieve
US:	Undisturbed sample obtained with a thin-wall Shelby tube
k:	Permeability (feet per minute, unless otherwise noted)
DD:	Dry density (pounds per cubic foot)
TW:	Total unit weight (pounds per cubic foot)

APPENDIX III

Soil Hydraulic Conductivity Test Reports

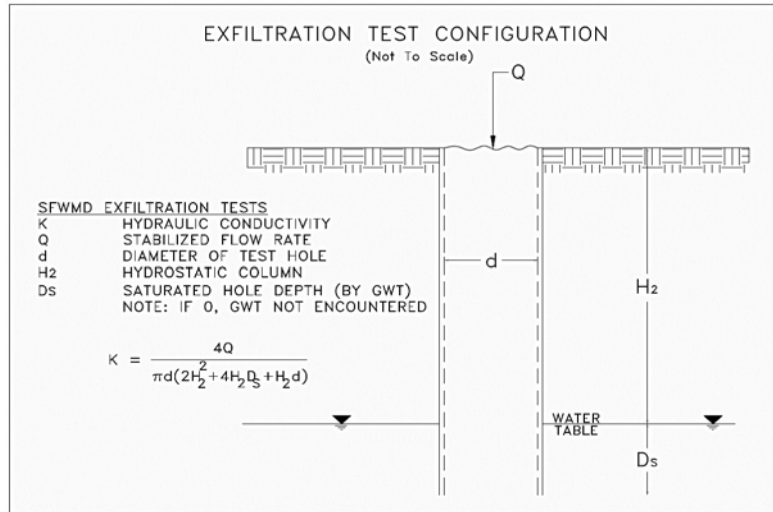


ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	EX-1	Project Name	85 Acres of Orange Avenue (Suchman)	Weather Conditions	Clear
		Project Number	22-181	Temperature	85F
		Test Location	Refer to Figure No. 2	Technician	DT
		Date	05/24/2022	Engineer	PA

DIAMETER OF TEST HOLE (FEET): $d =$	0.5
DEPTH OF TEST HOLE (FEET): $H_1 =$	6
DEPTH TO WATER TABLE (FEET): $H_2 =$	4.5
SATURATED HOLE DEPTH (FEET): $D_s =$	1.5
METER READING (Gallons): $V_i =$	0 @ 0.00 MIN
METER READING (Gallons): $V_f =$	4 @ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.40
"STABILIZED" FLOW RATE (CFS): $Q =$	8.9E-04
HYDRAULIC CONDUCTIVITY (CFS / FT ² - FT. HEAD): $K =$	3.3E-05



Soil Profile	
Depth (in-bls)	Description
0 - 3	Topsoil
3 - 36	Gray fine sand (SP)
36 - 72	Gray clayey fine sand (SC)
Groundwater encountered 54 inches below grade	

NOTES:
 The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).
 The K-value was calculated based on the exfiltration test procedure as shown hereon.
 The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

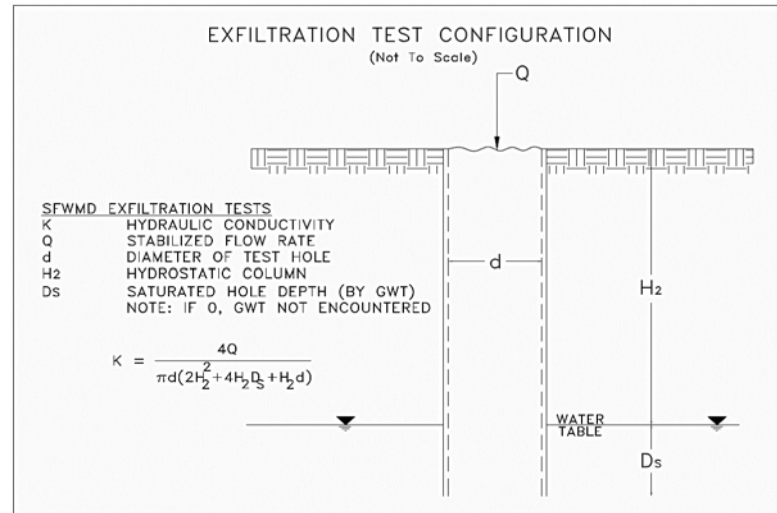


ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	EX-2	Project Name	85 Acres of Orange Avenue (Suchman)	Weather Conditions	Clear
		Project Number	22-181	Temperature	80F
		Test Location	Refer to Figure No. 2	Technician	DT
		Date	05/20/2022	Engineer	PA

DIAMETER OF TEST HOLE (FEET): $d =$	0.5
DEPTH OF TEST HOLE (FEET): $H_1 =$	6
DEPTH TO WATER TABLE (FEET): $H_2 =$	4.5
SATURATED HOLE DEPTH (FEET): $D_s =$	1.5
METER READING (Gallons): $V_i =$	0 @ 0.00 MIN
METER READING (Gallons): $V_f =$	3 @ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.30
"STABILIZED" FLOW RATE (CFS): $Q =$	6.7E-04
HYDRAULIC CONDUCTIVITY (CFS / FT ² - FT. HEAD): $K =$	2.4E-05



Soil Profile	
Depth (in-bls)	Description
0 - 3	Topsoil
3 - 30	Dark gray fine sand (SP), t/o organics
30 - 66	Gray clayey fine sand (SC)
66-72	Light gray slightly clayey fine sand (SP-SC)
Groundwater encountered 54 inches below grade	

NOTES:
 The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).
 The K-value was calculated based on the exfiltration test procedure as shown hereon.
 The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

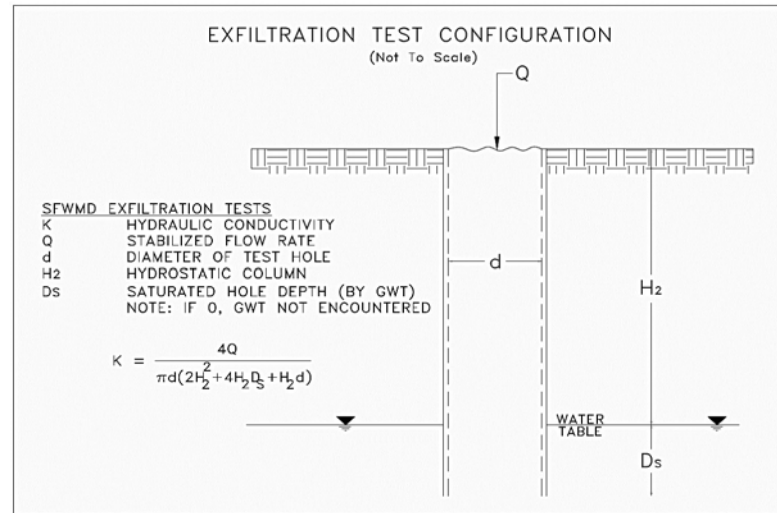


ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	EX-3	Project Name	85 Acres of Orange Avenue (Suchman)	Weather Conditions	Clear
		Project Number	22-181	Temperature	88F
		Test Location	Refer to Figure No. 2	Technician	DT
		Date	05/25/2022	Engineer	PA

DIAMETER OF TEST HOLE (FEET): $d =$	0.5
DEPTH OF TEST HOLE (FEET): $H_1 =$	6
DEPTH TO WATER TABLE (FEET): $H_2 =$	5.3
SATURATED HOLE DEPTH (FEET): $D_s =$	0.7
METER READING (Gallons): $V_i =$	0 @ 0.00 MIN
METER READING (Gallons): $V_f =$	3 @ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.30
"STABILIZED" FLOW RATE (CFS): $Q =$	6.7E-04
HYDRAULIC CONDUCTIVITY (CFS / FT ² - FT. HEAD): $K =$	2.3E-05



Soil Profile	
Depth (in-bls)	Description
0 - 3	Topsoil
3 - 24	Brown fine sand (SP), t/o roots/organics
24 - 48	Gray slightly clayey fine sand (SP-SC)
48 - 72	Gray clayey fine sand (SC)
Groundwater encountered 64 inches below grade	

NOTES:
 The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).
 The K-value was calculated based on the exfiltration test procedure as shown hereon.
 The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

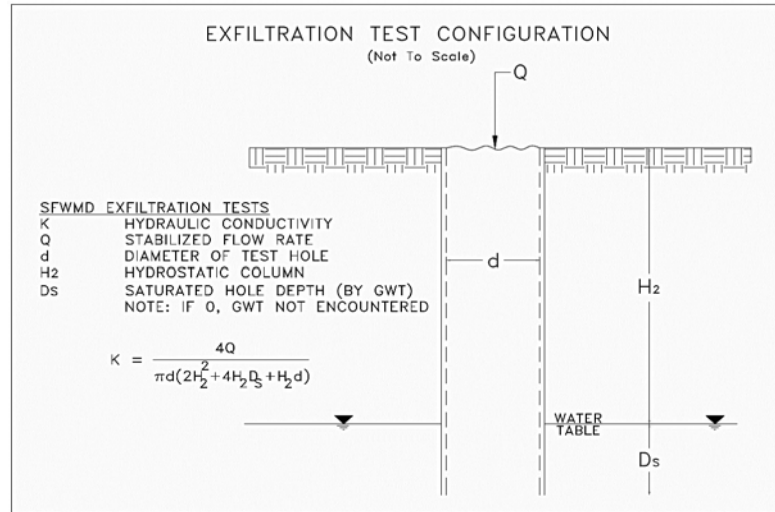


ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	EX-4	Project Name	85 Acres of Orange Avenue (Suchman)	Weather Conditions	Clear
		Project Number	22-181	Temperature	83F
		Test Location	Refer to Figure No. 2	Technician	DT
		Date	05/24/2022	Engineer	PA

DIAMETER OF TEST HOLE (FEET): $d =$	0.5
DEPTH OF TEST HOLE (FEET): $H_1 =$	6
DEPTH TO WATER TABLE (FEET): $H_2 =$	6
SATURATED HOLE DEPTH (FEET): $D_s =$	0
METER READING (Gallons): $V_i =$	0 @ 0.00 MIN
METER READING (Gallons): $V_f =$	2 @ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.20
"STABILIZED" FLOW RATE (CFS): $Q =$	4.5E-04
HYDRAULIC CONDUCTIVITY (CFS / FT ² - FT. HEAD): $K =$	1.5E-05



Soil Profile	
Depth (in-bls)	Description
0 - 2	Topsoil
2 - 36	Dark brown fine sand (SP), t/o roots
36 - 72	Gray clayey fine sand (SC)
Groundwater not encountered	

NOTES:

The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).

The K-value was calculated based on the exfiltration test procedure as shown hereon. The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

APPENDIX IV

AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Project Limitations and Conditions

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by a Andersen Andre Consulting Engineers, Inc. representative.

SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata change may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, "hard" or "soft" drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

LOCATION OF BURIED OBJECTS

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.

Important Information about Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL
BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Beach/Dune Protection Plan - N/A

Lighting Plan - N/A

Design Review - N/A



CONCURRENCY CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential	RU (SLC)	RS-2 (SLC)
South	Commercial/Industrial	I (FP) IND, RU, COM (SLC)	I-3 (FP) IL, RS-2, CG (SLC)
East	Industrial	CI, I (FP) IND (SLC)	I-1 (FP) IL, (SLC)
West	Commercial/Industrial	MXD (SLC)	CG, IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU(SLC)/COM(SLC)	RS-2(SLC)/CG(SLC)	5 du/ac & 1 FAR	84.79 ac	Zone X
**Proposed	RH(FP)/GC(FP)	PD(FP)	18 du/ac & 1 FAR	84.79 ac	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 160,885
**Proposed Zoning/FLU	Total gallons per day 399,633
**Change in Demand	Total gallons per day +238,777

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 147,504
**Proposed Zoning/FLU	Total gallons per day 354,731
**Change in Demand	Total gallons per day +207,226

C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	903.36	960.44	+57.08
Urban District	5 acres per 1,000 people	225.84	240.11	+14.27
Community	2.5 acres per 1,000 people	112.92	120.05	+7.14
Neighborhood	1.36 acres per 1,000 people	61.43	65.30	+3.88

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name	Samuel Gaines Academy	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.60 Miles	0.50 Miles
Current Zoning/FLU Enrollment Demand	451	1,052
**Proposed Zoning/FLU Enrollment Demand	237	552
**Change in Demand	- 214	- 500

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	50 Yards
**Proposed Zoning/FLU	196 Yards
*Change in Demand	+ 146 Yards

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See Stormwater Statement
---------------	--------------------------

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	13,068	370/1,212
**Proposed Zoning/FLU	5,966	344/479
*Change in Demand	Trips -7,102	Trips - 26 / -733
Impact to Capacity	None	

IV. Project Description

PHASING	
Is this project (phase) part of a larger project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.	
Total Project: Residential Units: 1,439	Single Family: Multifamily:
Non-residential (square footage): 20,516	
Mixed-use (describe use):	
(If this is a single phase project, name it Phase I – Total)	

RESIDENTIAL DATA					
Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No

- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
 If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
 If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding



Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- Environmental Study
- Traffic Impact Report
- *** Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: 4918 Orange Avenue, 5220 Orange Avenue, & TBD
2. Property Tax ID(s): 2407-221-0001-000-1, 2407-212-0001-000-3, 2407-211-0001-000-0, 2407-241-0001-000-3, & 2407-231-0000-000-5
3. Total Acreage: 84.79 Acres
4. Existing Future Land Use Designation: RH, High Density Residential/GC, Commercial General (Upon Annexation)
5. Existing Zoning Classification: E-2, Residential Single-Family 2 du/ac / C-3, General Commercial (Upon Annexation)
6. Proposed Zoning Classification: PD, Planned Development
7. Other applications being submitted concurrent with this application, if any: Annexation

- 8. Describe the existing uses, improvements and structures on the amendment lands: Currently Vacant

- 9. Are there any identified or possible historical structures on the amendment lands? No

- 10. The reason for making this request: See Attached Narrative

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential	RU (SLC)	RS-2 (SLC)
South	Commercial/Industrial	I (FP) IND, RU, COM (SLC)	I-3 (FP) IL, RS-2, CG (SLC)
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Proposed	RH(FP)/GC(FP)	PD(FP)	18 du/ac & 1 FAR	84.79 ac	N/A

II. Public Facilities Information:

A. Potable Water:	
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Neighborhood	1.36 acres per 1,000 people	61.43	65.30	+3.88

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	K-8	High
School Name	Samuel Gaines Academy	Westwood high School
City	Fort Pierce	Fort Pierce
Distance	1.60 miles	0.50 miles
Current Zoning Enrollment Demand	451	1,052
Proposed Zoning Enrollment Demand	237	552
Change in Demand	-214	-500

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	50 yards
Proposed Zoning	196 yards
Change in Demand	+ 146 yards

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See stormwater statement
---------------	--------------------------

III. Transportation Analysis

G. Traffic		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	13,068	370/1,212
Proposed Zoning	5,966	344/479
Change in Demand	Trips -7,102	Trips -26/-733
Impact to Capacity	None	

12. Name of Owner(s): Cypress Knee, LLC
 Mailing Address: 5500 Orange Ave
 City Fort Pierce State Florida Zip 34947
 Phone # _____
 E-mail: todm@redtaildg.com

13. Name of Applicant: Suchman Real Estate Group
 Mailing Address: 100 S. 2nd Street
 City Fort Pierce State Florida Zip 34950
 Phone # 772-742-1555 Fax # _____
 E-mail: _____

14. Name of Representative: Tod Mowery, AICP
 Mailing Address: 100 S. 2nd Street
 City Fort Pierce State Florida Zip 34950
 Phone # 772-742-1555 Fax # _____
 E-mail: todm@redtaildg.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Tod Mowery
 Applicant's Signature _____ Date _____

TBD

Florida

34950

Address

State

Zip

772-742-1555

Phone

Fax

E-mail Address

16. **Property Owners Acknowledgements:** - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

See Agent Authorization Letters

Property Owner's Name (Please Print)

Phone

Address

State

Zip

Property Owner's Signature

Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or has produced _____ as ident

Signature of Notary

(seal)

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	



SUCHMAN Real Estate Co.
Lawrence E. Suchman
14411 S. Dixie Hwy Suite 214
Palmetto Bay, FL 33176

Re: Suchman AB (Ft. Pierce) - Rezoning & Capacity Analysis – Traffic Statement
Parcel IDs 2407-221-0001-000-1/-212-0001-000-3/-211-0001-000-0/-241-0001-000-3
/-231-0000-000-5

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the Zoning Atlas Map Amendment and Capacity Analysis applications associated with ±84.7 acres being annexed into the City of Fort Pierce. The site is located at the northeast corner of Jenkins Road and Orange Avenue in unincorporated St. Lucie County, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel IDs associated with this project are 2407-221-0001-000-1/-212-0001-000-3/-211-0001-000-0/-241-0001-000-3/-231-0000-000-5.

The Existing Future Land Use designation on ±8.91 acres is Commercial (COM) with a Commercial General (CG) Zoning designation and the Existing Future Land Use designation on ±75.79 acres is Residential Urban (RU) with a Residential Single-Family-2 (RS-2) Zoning designation in unincorporated St Lucie County. Figure 2 includes a map showing the current FLU and Zoning designation in St. Lucie County.

The Future Land Use designation upon annexation is expected to be General Commercial (GC) with a General Commercial Zone (C-3) Zoning Designation on ±8.91 acres and a Future Land Use designation of Low Density Residential (RL) with Residential single-family—two units per acre (E-2) Zoning designation on ±75.79 acres in the City of Fort Pierce.

The proposed Future Land Use designation is General Commercial (GC) on ±4.53 acres and Medium Density Residential (RM) on ±80.17 acres. The proposed Zoning Classification on all parcels is Planned Development Zone (PD).

According to Sec. 125-212. of the City's Land Development Code: The PD District is intended to provide a process for the evaluation of individually planned developments which are not otherwise permitted in the zoning districts established by the land development code. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare. The Planned Development (PD) district is designed to allow an applicant to submit a proposal for consideration, for any use or any mixture of uses. The approval of planned development rezoning rests with the city commission.



Figure 1 : Project Location

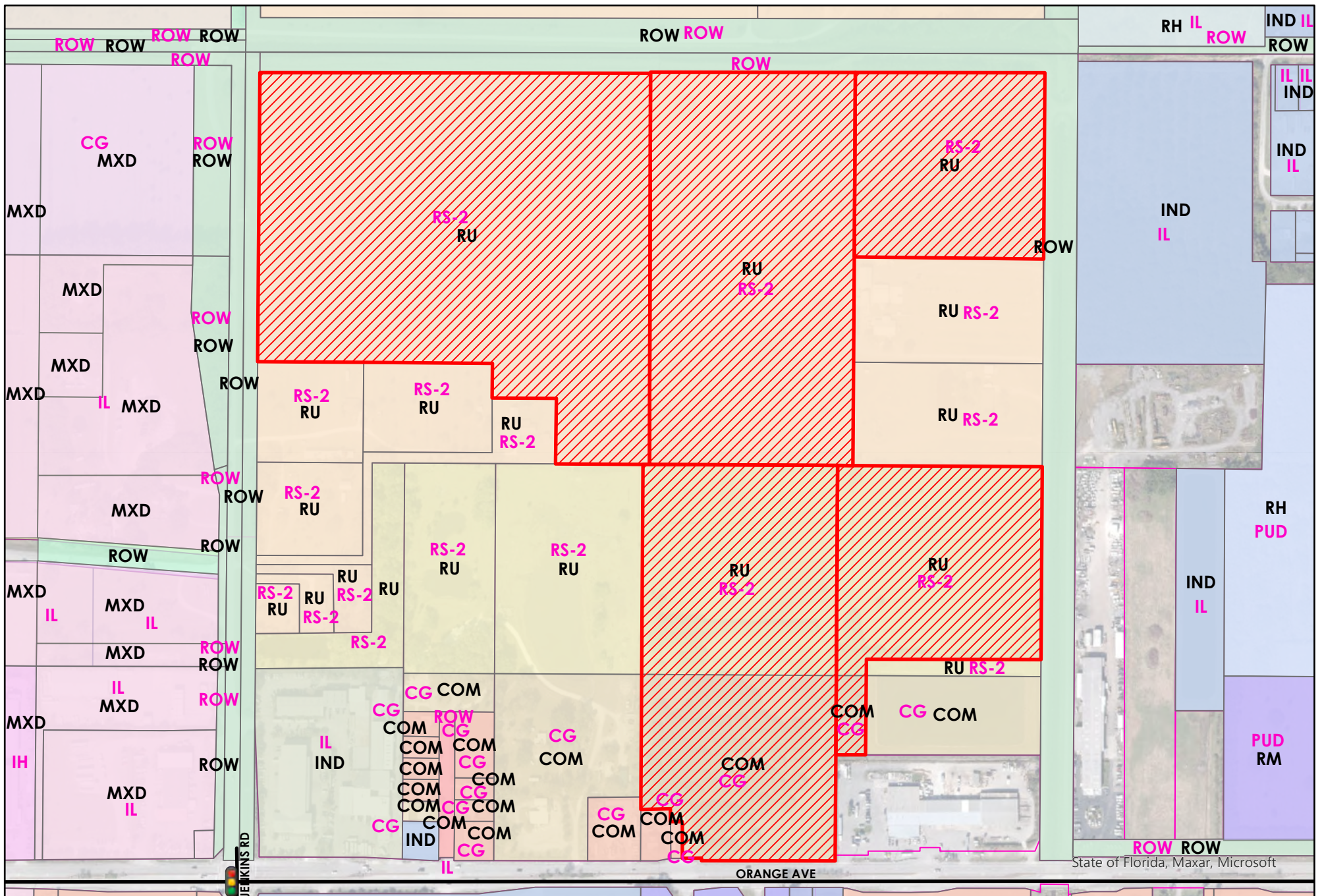


Figure 2:
CURRENT FUTURE LAND USE & ZONING
SUCHMAN



Project trip generation rates used for this analysis were based on the *Institute of Transportation Engineering (ITE) Trip Generation Manual 11th Edition*. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions while Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the current and proposed Zoning. Exhibit 1 includes a copy of the ITE trip generation rates.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Shopping Center (>150k)	820	37.01	62%	38%	0.84	48%	52%	3.40
Single-Family Detached	210	9.43	26%	74%	0.70	63%	37%	0.94
Multifamily Housing (Low-Rise)	220	6.74	24%	76%	0.40	63%	37%	0.51
Strip Retail Plaza (<40k)	822	54.45	60%	40%	2.36	50%	50%	6.59

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
COM & RU FLU With CG & RS-2 Zoning [County Existing] → RL & GC FLU With E-2 & C-3 Zoning [Upon Annexation]								
Retail	388,120 ¹ SF	14,364	202	124	326	634	686	1,320
Residential	152 ² DUs	1,433	28	78	106	90	53	143
	Σ	15,797	230	202	432	724	739	1,463
Pass-By	19%	2,729	38	24	62	120	131	251
Net Current Zoning		13,068	192	178	370	604	608	1,212
RM & GC FLU With PD Zoning [Proposed]								
Retail	19,016 ³ SF	1,035	27	18	45	63	62	125
Residential	793 ⁴ DUs	5,345	76	241	317	255	149	404
	Σ	6,380	103	259	362	318	211	529
Pass-By	40%	414	11	7	18	25	25	50
Net Proposed Zoning		5,966	92	252	344	293	186	479
Net Traffic		(7,102)	(100)	74	(26)	(311)	(422)	(733)

¹ 8.91 Acres X 43,560 SF X 1.0 FAR

² 75.79 Acres X 2 DU/Acre

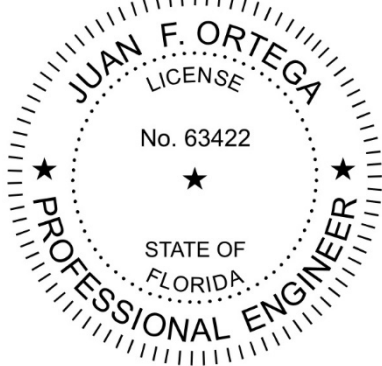
³ Proposed PD Plan

⁴ 80.17 Acres X 9.88 DU/Acre

The proposed Zoning for the Suchman property has been evaluated following the *City of Fort Pierce Zoning Atlas Map Amendment and Capacity Analysis applications*. This analysis shows that the proposed Zoning for the Suchman property will not be expected to generate additional traffic. Therefore, the proposed Suchman property application will be in compliance with the *City of Fort Pierce Land Development Code*.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:

- Exhibit 1: ITE Trip Generation Rates
- Exhibit 2: Rezoning & Capacity Applications Excerpt

Land Use: 820

Shopping Center (>150k)

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Additional Data

Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 108

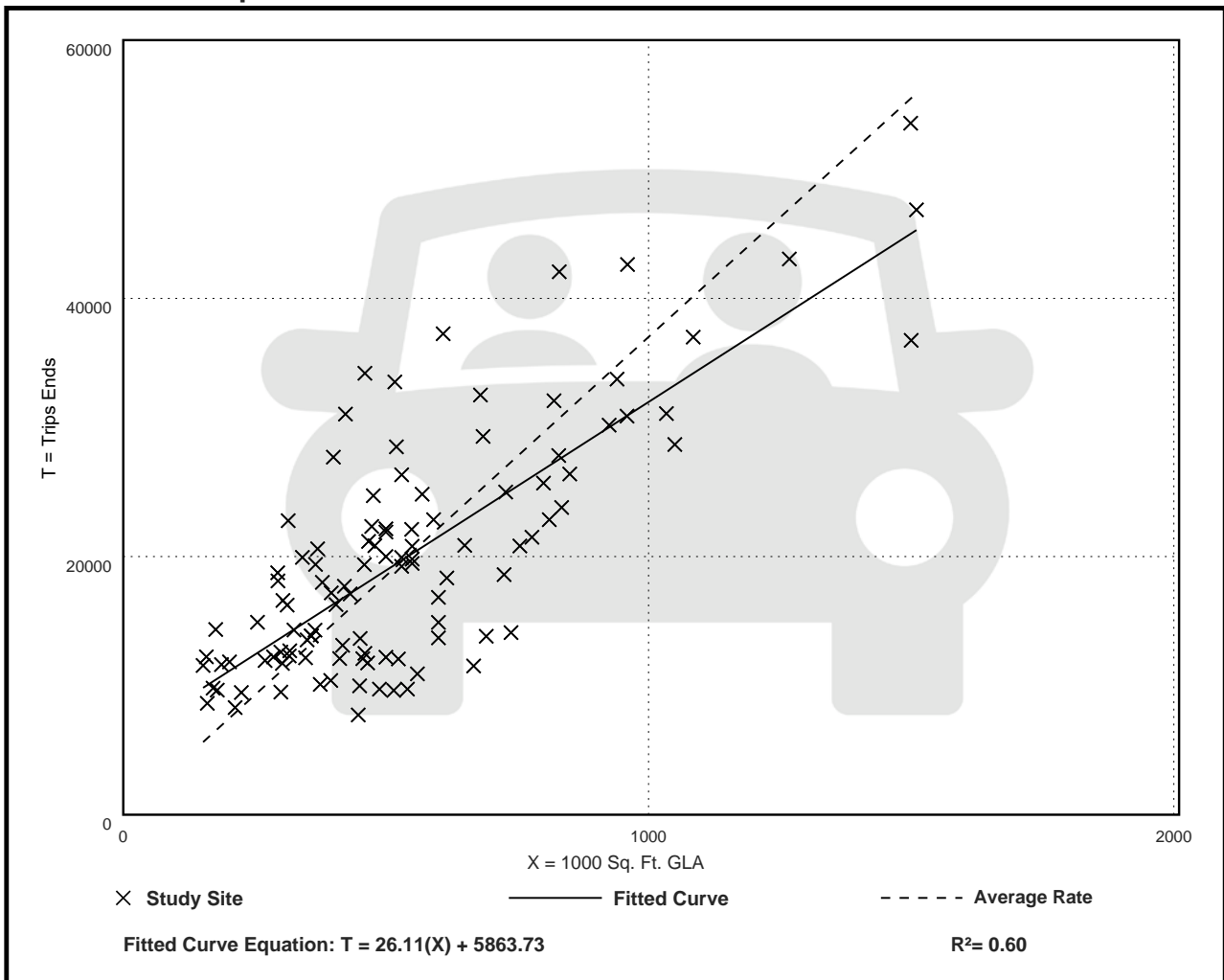
Avg. 1000 Sq. Ft. GLA: 538

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 44

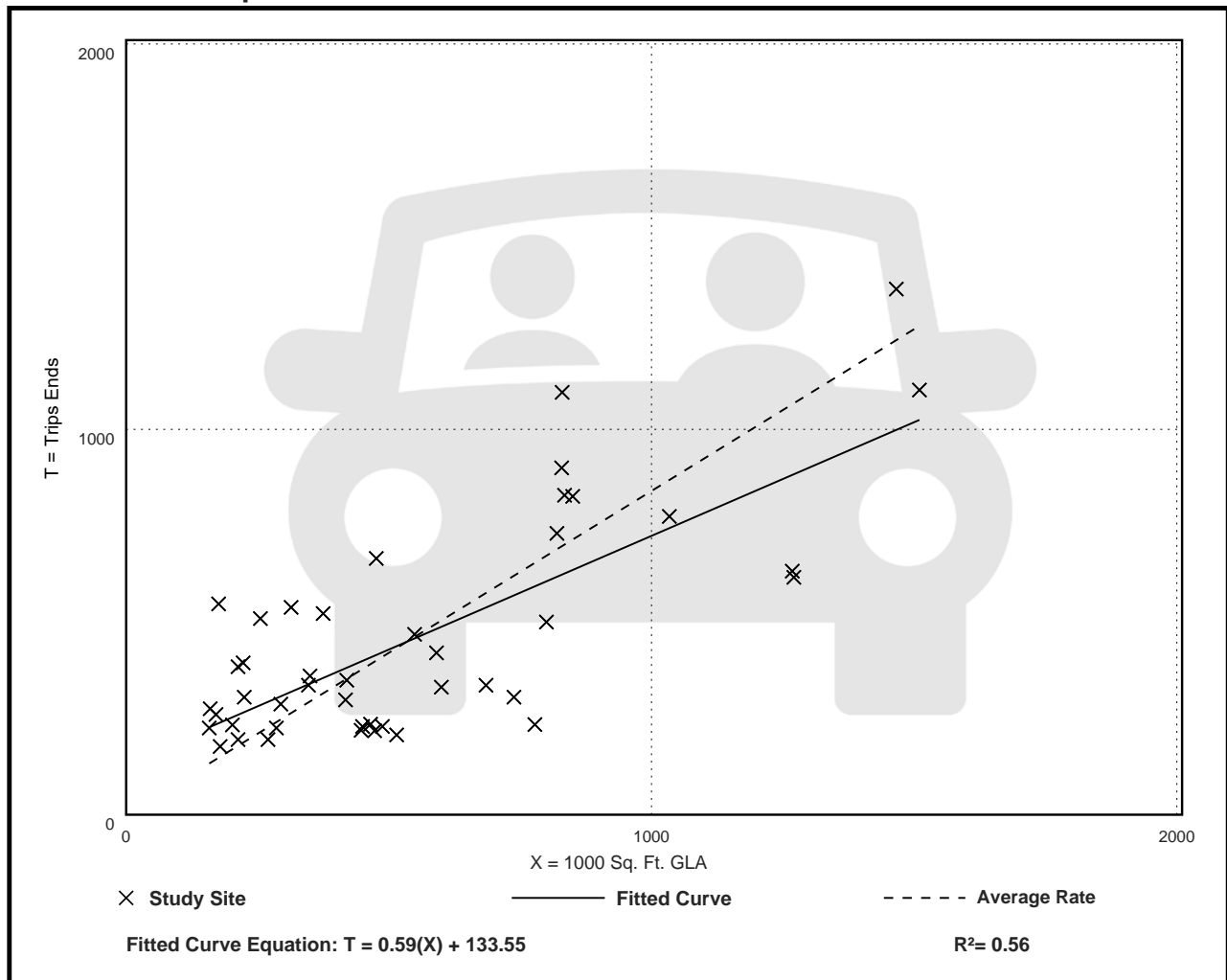
Avg. 1000 Sq. Ft. GLA: 546

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 126

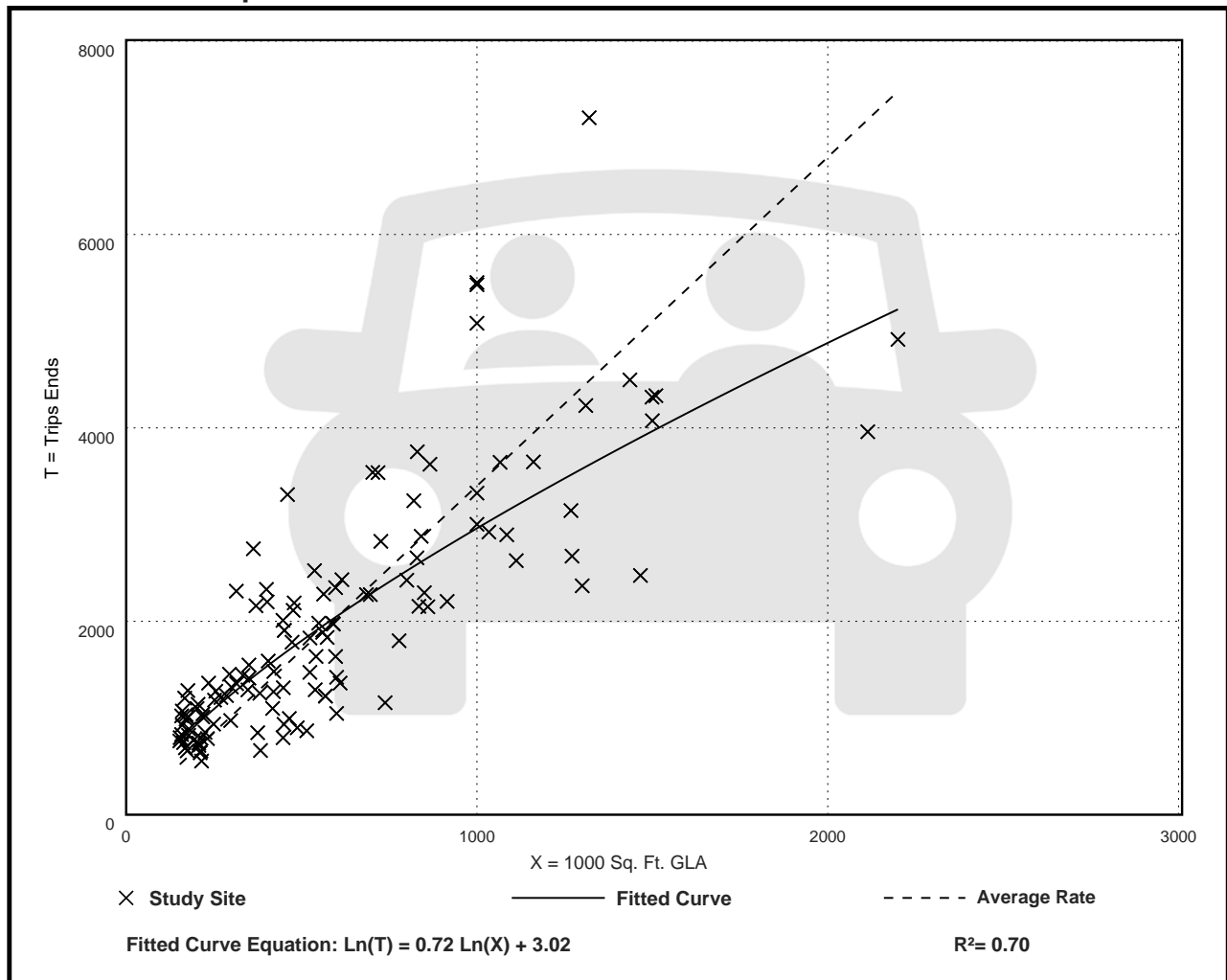
Avg. 1000 Sq. Ft. GLA: 581

Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

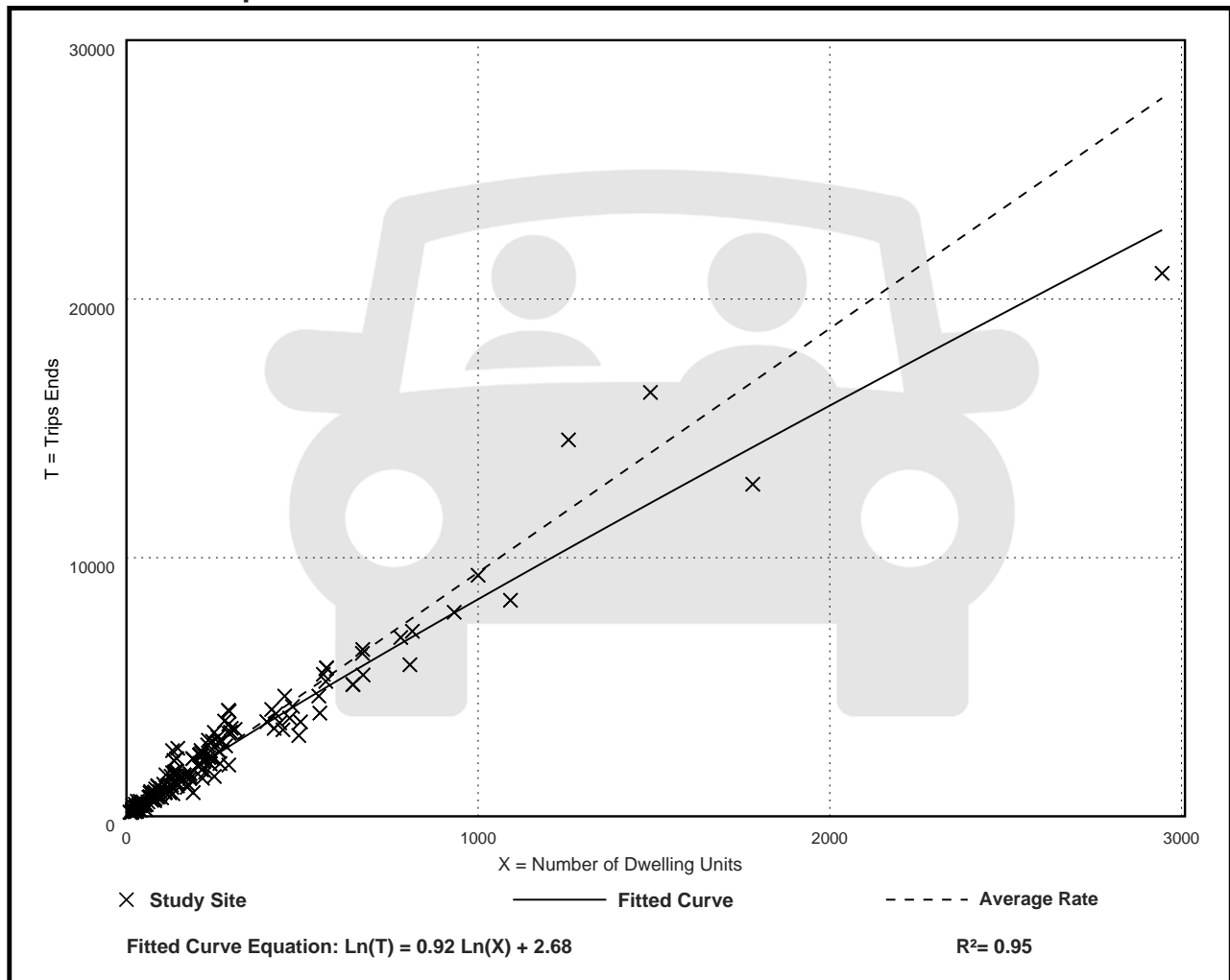
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

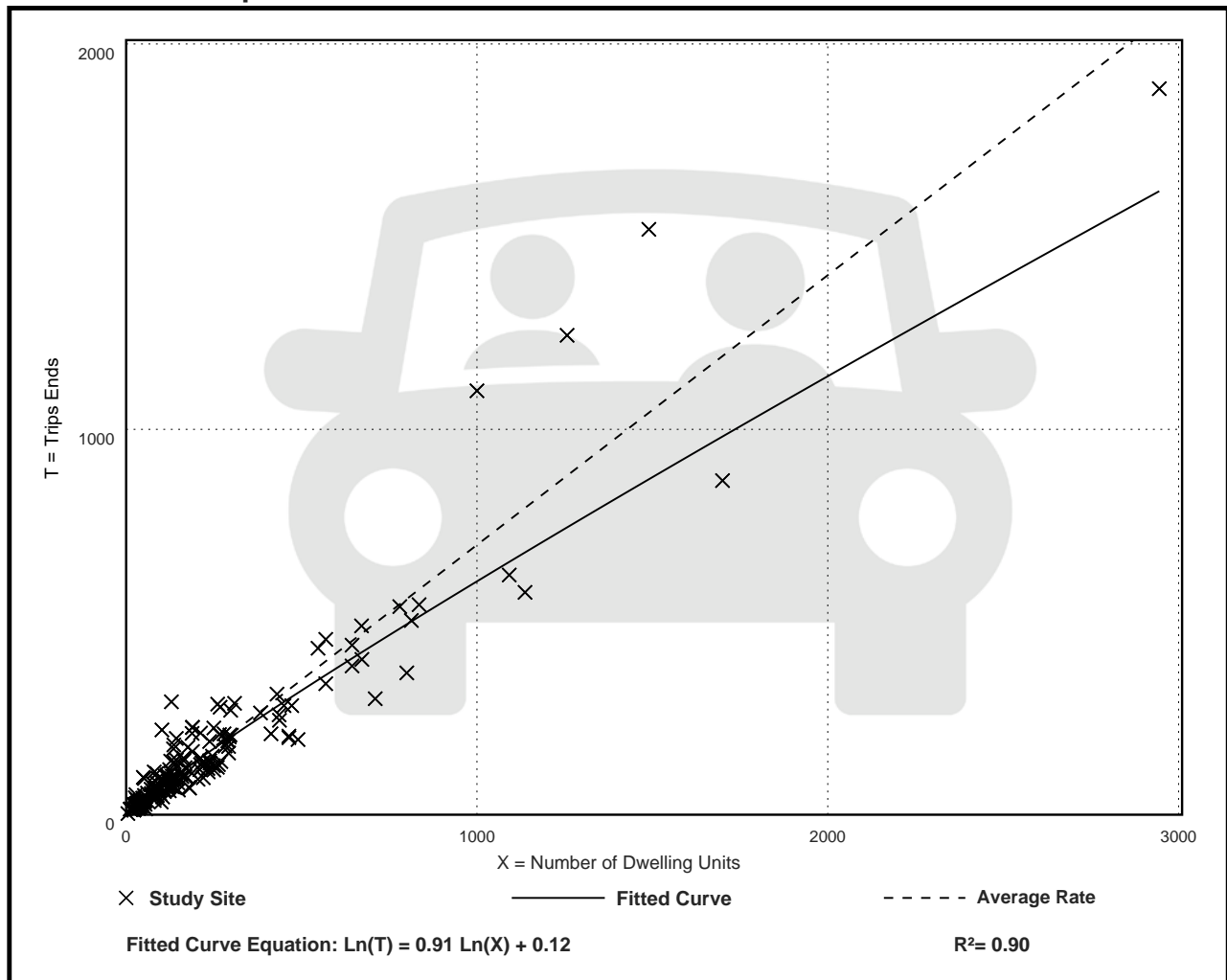
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

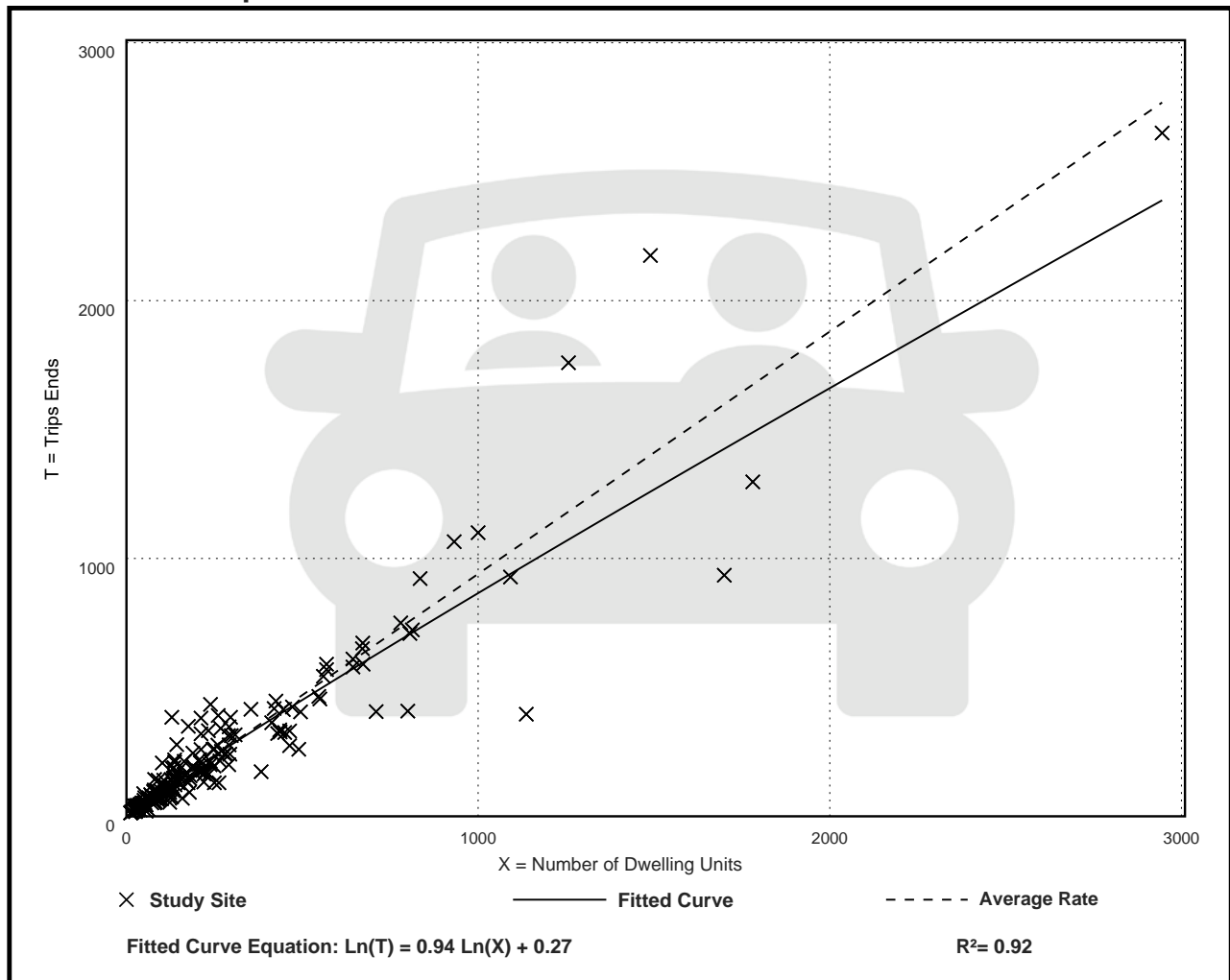
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

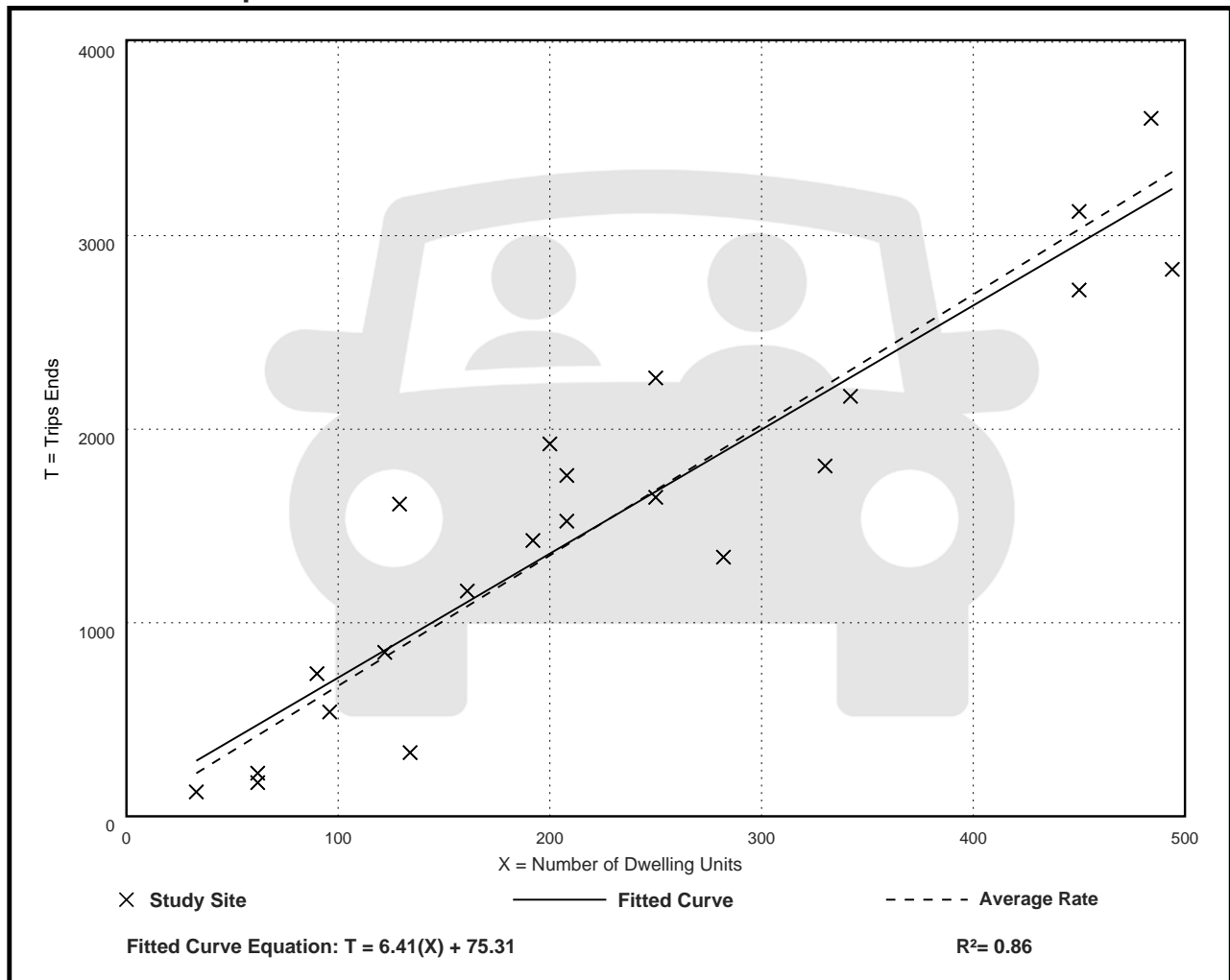
Avg. Num. of Dwelling Units: 229

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

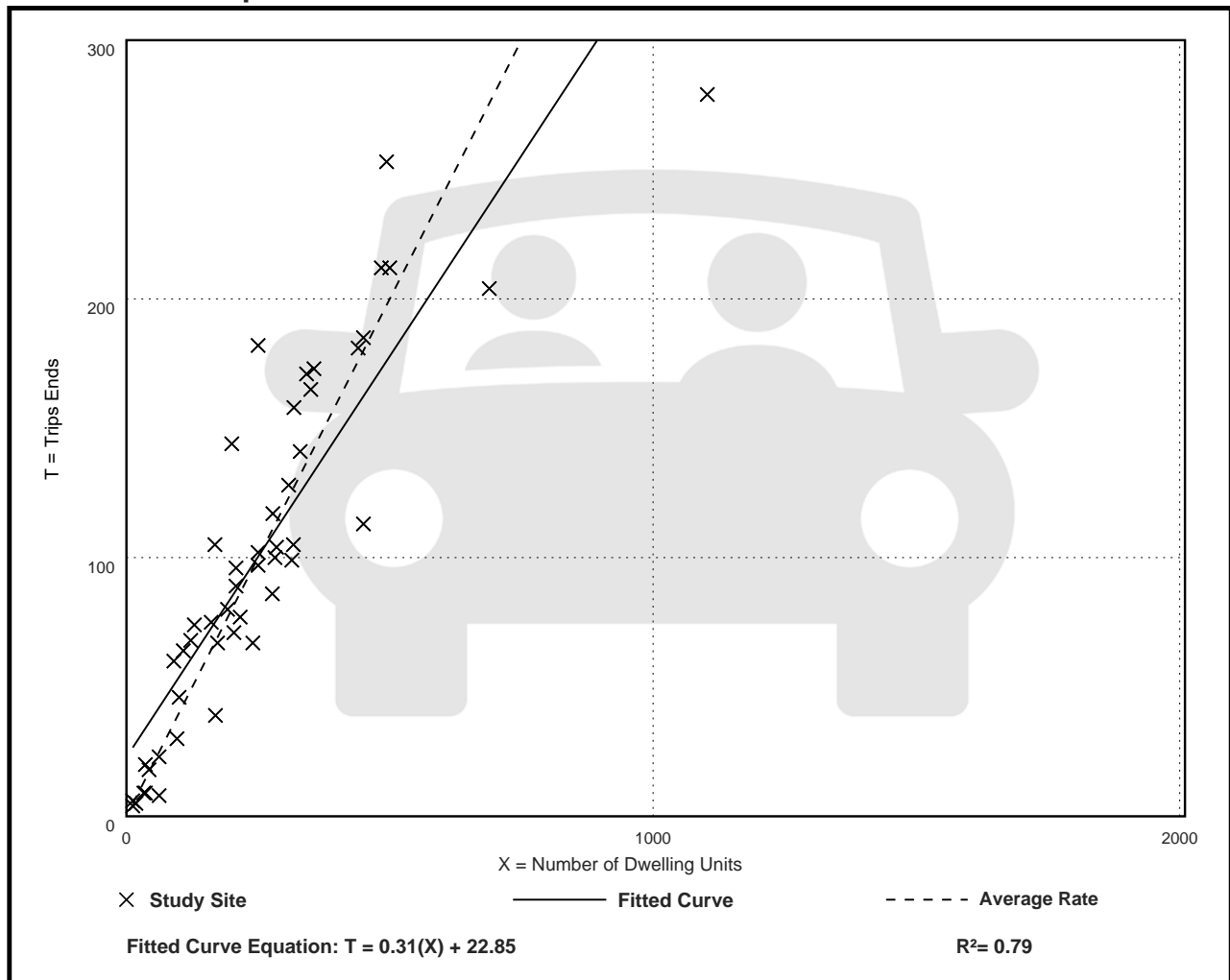
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

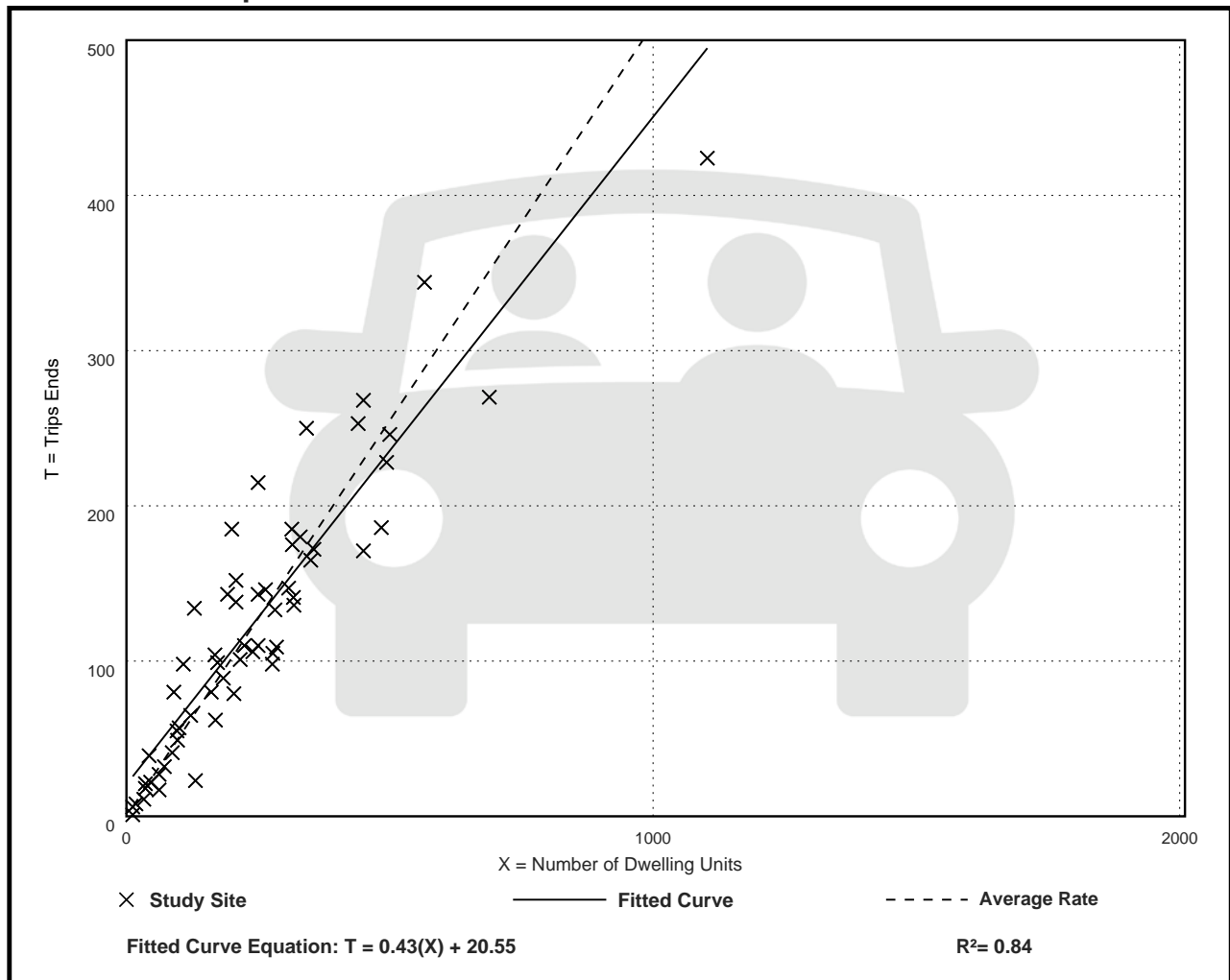
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE Trip Generation Manual, 11th Edition

Land Use Code		820							
Land Use	Setting	Time Period	Pass-By Characteristics for Individual Sites						
	Shopping Center (> 150k)								
	General Urban/Suburban								
	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k	16 Sites with GLA between 300 and 900k							
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k	19% for Sites with GLA between 300 and 900k							
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Primary (%)	Diverted (%)	Total (%)	Adj Street Peak Hour Volume	Source
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24
667	Illinois	1994	200	16	53	31	84	2770	24
738	New Jersey	1994	283	13	75	12	87	8059	24
800	California	1994	205	21	51	28	79	7474	24
808	California	1994	240	13	73	14	87	4035	24

Land Use: 822

Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k) (822)

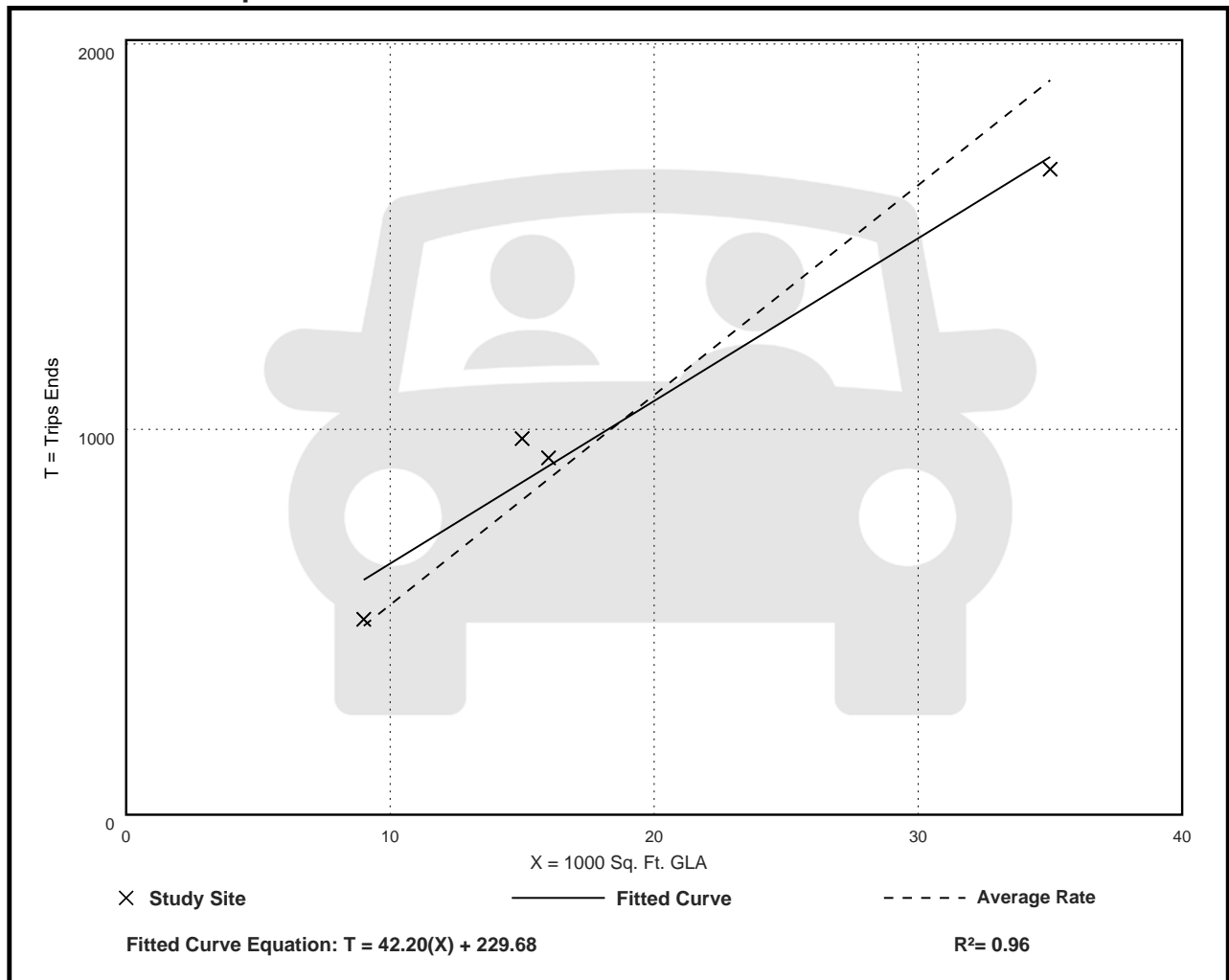
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation



Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

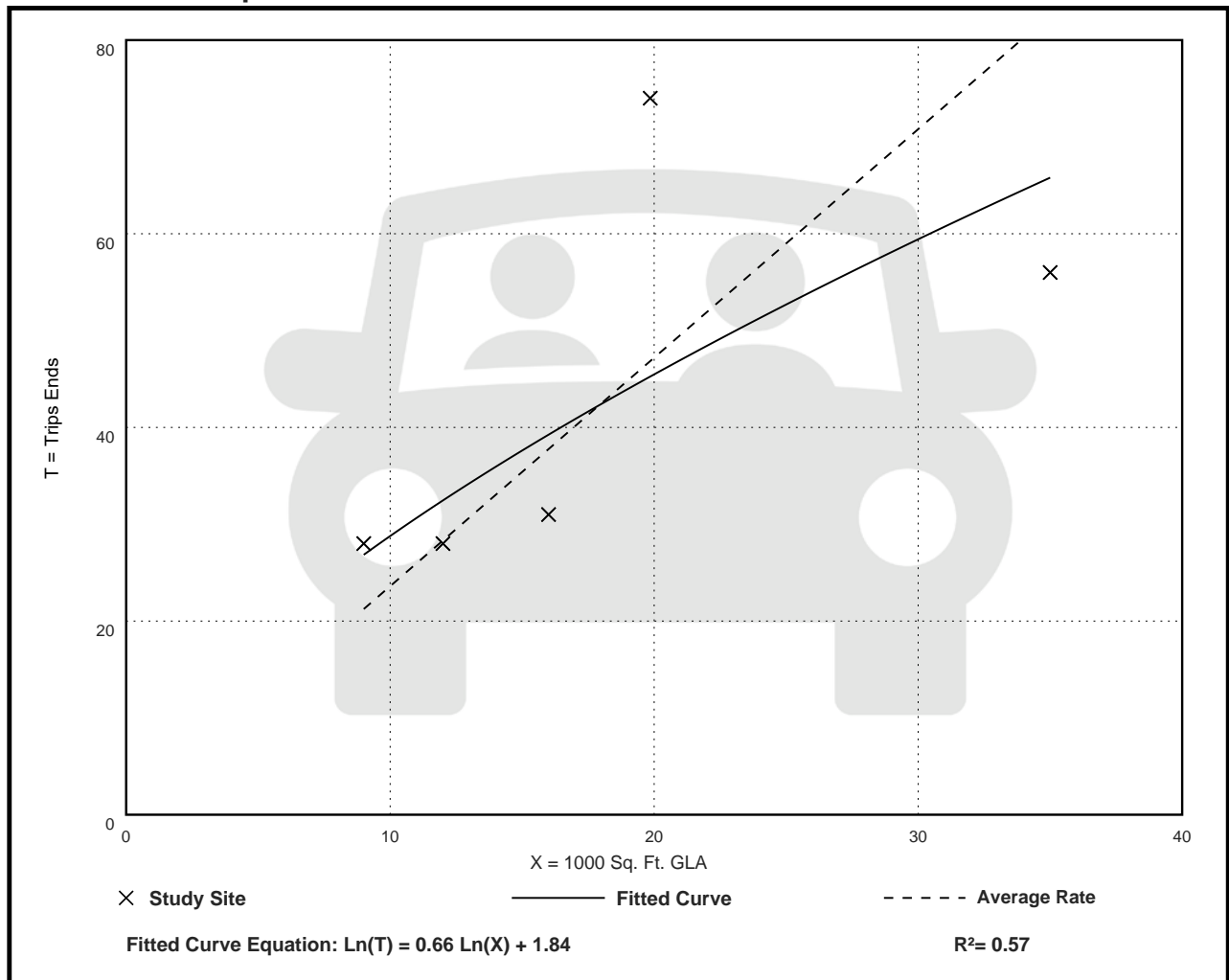
Avg. 1000 Sq. Ft. GLA: 18

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

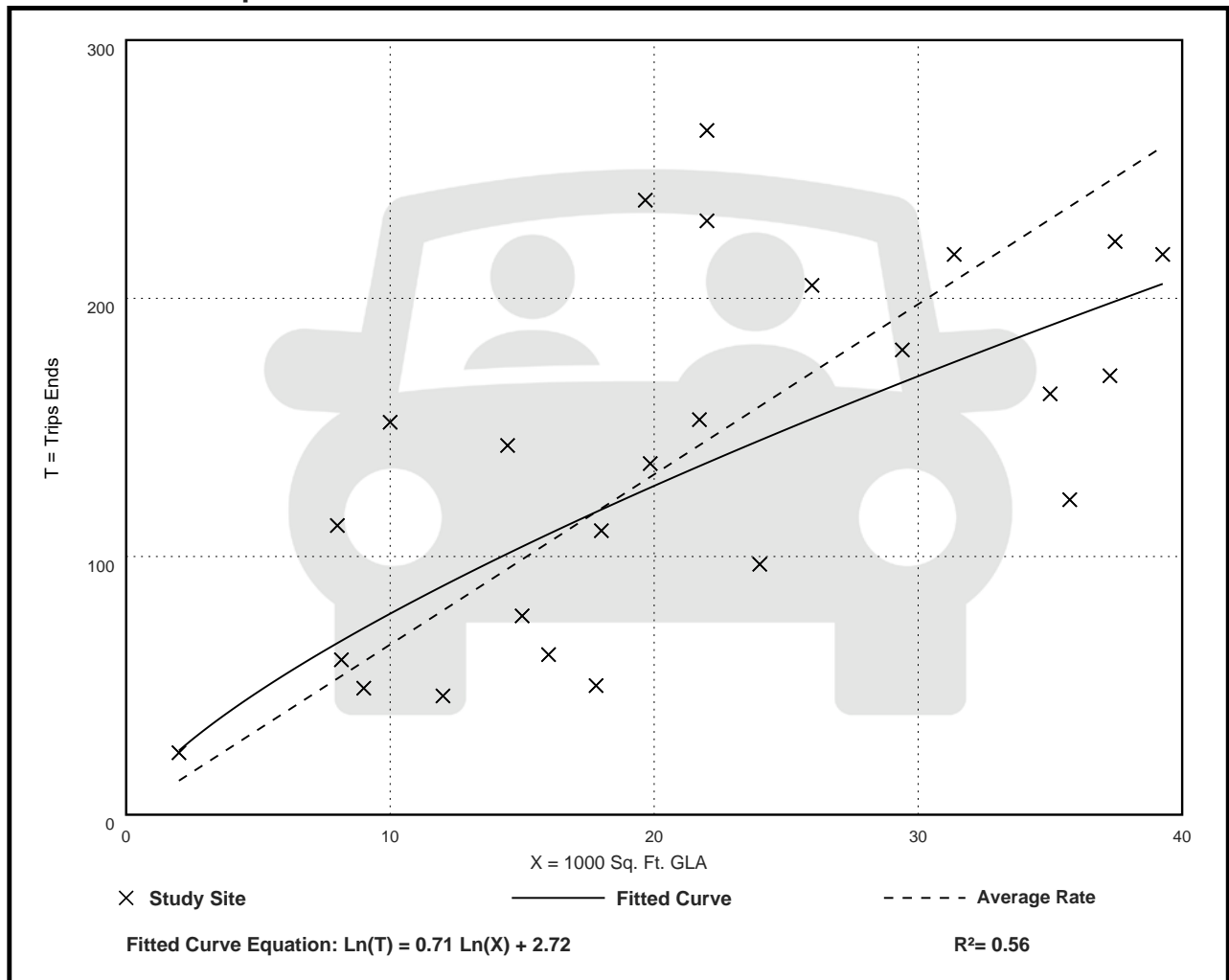
Avg. 1000 Sq. Ft. GLA: 21

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE Trip Generation Manual, 11th Edition

Land Use Code		821							
Land Use		Shopping Plaza (40 - 150k)							
Setting		General Urban/Suburban							
Time Period		Weekday PM Peak Period							
# Data Sites		15							
Average Pass-By Rate		40%							
Pass-By Characteristics for Individual Sites									
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

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III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	13,068	370/1,212
Proposed Zoning	5,966	344/479
Change in Demand	Trips -7,102	Trips -26/-733
Impact to Capacity	None	

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	13,068	370/1,212
**Proposed Zoning/FLU	5,966	344/479
*Change in Demand	Trips -7,102	Trips -26/-733
Impact to Capacity	None	

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West Orange Development Requirements (1)											
Lot Type	Maximum Gross Density Du/AC	Min Lot Size	Min Lot Width	Min Lot Depth	Min Road Frontage	Minimum Yard				Max Building Height (2)	Maximum Lot Coverage
						Front	Rear	Side	Side Corner		
General Commercial	N/A	5,000 sf	50'	100'	50'	0'	0'	0'	0'	65'	60.00%
Attached Townhome	N/A (3)	1,600 sf	20'	80'	20'	20'	10'/2' (4)	0'/5' (5)	5'	45'	50.00%
Detached Townhome	N/A (3)	1,600 sf	20'	80'	20'	20'	10'/2' (4)	5'	5'	45'	50.00%
Detached Single-Family	N/A (3)	4,000 sf	40'	80'	40'	20'	10'/2'(4)	5'	5'	45'	50.00%
Apartment (6)	N/A (3)	10,000 sf	100'	100'	100'	10' (6)	10' (6)	10' (6)	10' (6)	65'	50.00%
Cluster (7)	N/A (3)	10,000 sf	100'	100'	100'	10'	10'	0'/5'(8)	10'	25'	50.00%
<p>1. For any criteria that this table does not address the requirements of this Planned Development will default to the requirements of the respective underlying zoning district for each category, this includes uses listed within the use table continued in City Code 125-187. The General Commercial lot types will follow the criteria of City Code 125-200 in any instance where a development criteria is not addressed above and will follow the C-3 zoning uses within City Code 125-187. The Townhome and Apartment Lots will follow the criteria of City Code 125-194 in any instance where a development criteria is not addressed above and will follow the R-4 zoning uses within City Code 125-187.</p>											
<p>2. Height is measured from grade.</p>											
<p>3. Maximum Residential Density shall be determined by the Future Land Use in accordance with the City Comprehensive Plan. Development may be clustered, so that individual parcels may exceed the maximum units/acre within a given area, provided that the Planned Development Area in total does not exceed the allotted units/acre for the overall development. This Planned Development will contain areas with a Future Land Use of 12 units/acre and some areas with 15 units/acre.</p>											
<p>4. Principle/main structures have a 10' rear yard setback and accessory structures have a 2' rear yard setback.</p>											
<p>5. Attached interior townhome units have a 0' side yard setback. Attached exterior townhome units and accessory structures have a 5' side yard setback.</p>											
<p>6. <i>Apartment developments are unique in that they are usually developed with multiple buildings in mind and the development criteria for the apartment lots are designed to allow the greatest possible creativity when developing a site plan for apartments within this development. The setbacks are set to 10' minimum with 5' additional per 10' over 40' building height. Likewise, the proposed setbacks also allow the development to be pushed back from the road to create a more traditional style of development.</i></p>											
<p>7. (a) Minimum unit size is 700 sq.ft. (b) Minimum building separation distance is 20'. (c) Maximum units per lot is 5. (d) Minimum one sidewalk should connect to lot. (e) All units must connect to main sidewalk that connects to parking or individually connect.</p>											
<p>8. Duplex units allowed on individual lots or attached along lot lines.</p>											
<p>*The regulation for fences, walls, and hedges will follow City Code 125-322 (c)(4)</p>											
<p>*Unless otherwise noted above accessory structures will follow setback regulations for each lot type</p>											

September 28, 2023

Mr. Brandon Creagan, LEED Green Associate
Planner
City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, Florida 34950

RECEIVED

OCT 02 2023

CITY OF FORT PIERCE
PLANNING & ZONING

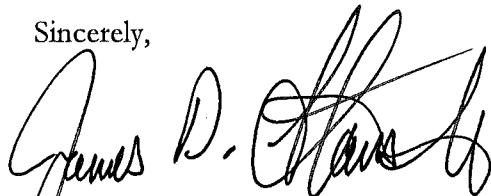
RE: Amendment not Transmitted within 10 Working Days Timeframe
City of Fort Pierce 23-02ESR, West Orange

Dear Mr. Creagan:

The Florida Department of Commerce received the adopted amendment package to City of Fort Pierce's Comprehensive Plan amendment number COM# 23-02ESR. Pursuant to Section 163.3184(3), F.S., all comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph 163.3184(3)(b)2., F.S. The amendment was adopted on August 21, 2023, and transmitted on September 12, 2023, which is fifteen (15) working days after adoption.

The adopted amendment will not be processed. If we may be of further assistance, please, contact Donna Harris, Plan Processor, at 850-717-8491 or via email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dh

cc: External Agencies

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY

March 17, 2023

The Honorable Linda Hudson
Mayor, City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, Florida 34950

Dear Mayor Hudson:

The Department of Economic Opportunity (“Department”) has reviewed the proposed comprehensive plan amendment for the City of Fort Pierce (Amendment No. 23-02) received on February 15, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

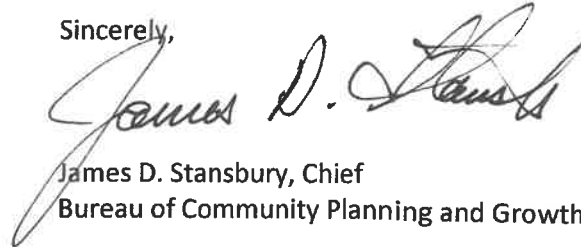
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Yazmin Valdez, Planning Analyst, by telephone at (850) 717-8524 or by email at Yazmin.Valdez@DEO.MyFlorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/yv

Enclosure(s): Procedures for Adoption

cc: Kev Freeman, Planning Director, City of Fort Pierce

Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**”

(<https://fldeo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Kevin Freeman

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 16, 2023 5:08 PM
To: Kevin Freeman; DCPexternalagencycomments
Cc: Plan_Review
Subject: Fort Pierce 23-02ESR Proposed

City of Fort Pierce

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To: Kev Freeman, Planning Director

Re: Fort Pierce 23-02ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department offers the following technical assistance:

The St. Lucie River and Estuary Basin Management Action Plan (BMAP) outlined by 403.067, (7), F.S. and adopted by secretarial order, identifies and frames actions to address and restore impaired state waters. The Clean Waterways Act (Chapter 2020-150, Laws of Florida) further refines actions taken by the BMAPs. The location of this project is within the St. Lucie River and Estuary BMAP, and activities associated with these land use changes have the potential to impact water quality. Appropriate measures should be taken to minimize any potential additional nutrient loadings to the St. Lucie River Watershed. These measures include the proper treatment and disposal of wastewater in accordance with BMAP requirements, implementation of current and future onsite sewage treatment and disposal system (OSTDS) prohibitions, stormwater controls, and the implementation of adequate sediment and erosion control practices to mitigate any groundwater or surface

water impacts. Any additional nutrient loading to the basin will be evaluated and may require additional restoration actions by the City.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Kevin Freeman

From: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>
Sent: Friday, March 17, 2023 8:55 AM
To: DCPexternalagencycomments; Kevin Freeman
Cc: Krane, John; Fasiska, Christine; Bush, Lois; Stroh, Justin; Shanmugam, Raj; Naselius, Ben; buchwaldp@stlucieco.org; MPA Kori Benton; Stephanie Heidt; haysd@stlucieco.org
Subject: City of Fort Pierce 23-2ESR - FDOT District Four Review Comments

You don't often get email from larry.hymowitz@dot.state.fl.us. [Learn why this is important](#)

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Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed City of Fort Pierce 23-2 comprehensive plan amendment relating to the 85-acre West Orange future land use amendments. This amendment includes changing future land uses from St. Lucie County designations of RU (Residential Urban) and COM (Commercial) to City designations of RH (High Density Residential) on approximately 80 acres and to CG (General Commercial) on approximately 5 acres.

FDOT is providing the following technical assistance comments and recommendations consistent with Section 163.3168(3), Florida Statutes. These technical assistance comments will not form the basis of a challenge. These comments are intended to strengthen the City's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

FDOT appreciates the early and continuing consultation and coordination proffered by the City.

Technical Assistance Comment #1

The City's amendment package for the annexed area does not contain companion amendments to the Transportation and Capital Improvements Elements for the Comprehensive Plan to be internally consistent and reflect the Jenkins Road Area Plan and other relevant long-term transportation facilities and services (funded and unfunded) needed to accommodate the demands generated by the recommended future land uses at the City adopted level of service standards.

The Jenkins Road Area Plan created by St. Lucie County can provide the City a highly connected network of streets to support growth without overburdening important state and regional roadways.

Recommendations for Comment #1

The Department recommends the City amend the Transportation and Capital Improvements Elements prior to adoption of the amendment to incorporate the Jenkins Road Area Plan network and other relevant long-term transportation facilities and services (funded and unfunded).

This recommendation aligns with City of Fort Pierce Comprehensive Plan, Transportation Element, Objective 2.6, which states, “The City shall coordinate its transportation system with the plans and programs of St. Lucie County, St. Lucie County TPO and FDOT to maintain and enhance regional mobility.”

Furthermore, the Department recommends the City work with the property owner and developer to ensure compatibility of the proposed development with the Jenkins Road Area Network Plan.

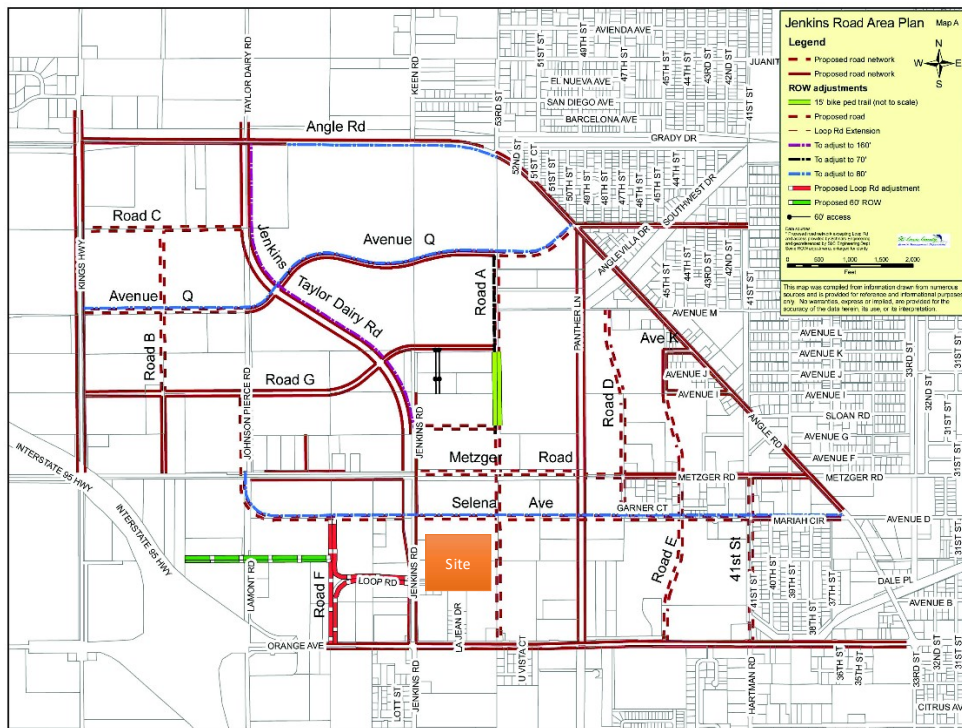


Figure 1: Jenkins Road Area Plan, St. Lucie County

Technical Assistance Comment #2

The maximum density is unclear for the development, with a discrepancy between Medium Density and High-Density Residential calculations for traffic statement. The maximum allowable floor area ratio (FAR) for 4.53 acres of General Commercial could result in 197,326 sq. ft., which should be utilized in the trip generation calculation. Also, the maximum allowable intensity for High-Density Residential would result in 1,443 du, which should be utilized in the trip generation calculation. Future changes to the development mix that increase intensities could lead to significant unreviewed impacts, by the review agencies, to the transportation system.

Recommendations for Comment #2

In the traffic statement, the Department recommends the City consider revising trip generation with the maximum intensities allowable for the High-Density Residential land use. The revised traffic analysis should consider the cumulative impact of traffic from nearby proposed amendments on the surrounding roadway network. This should ensure that any changes in the proposed development’s land use mix intensities does not result in unreviewed and unforeseen impacts on the transportation system.

The Department requests an electronic copy of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Please don't hesitate to contact me if you have any questions or need assistance with any of the recommendations. We appreciate hearing from the City prior to adoption.

Thank you.



Larry Hymowitz

Planning Specialist, Policy and Mobility Planning Section

Planning & Environmental Management - FDOT District Four

p: (954) 777-4663 f: (954) 677-7892

a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309

e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us



Together our actions have the power to save lives!



Kevin Freeman

From: Manning, Terese <tmanning@sfwmd.gov>
Sent: Friday, March 17, 2023 9:12 AM
To: Kevin Freeman
Cc: barbara.powell@deo.myflorida.com; James Stansbury (james.stansbury@deo.myflorida.com); Stephanie Heidt (sheidt@tcrpc.org)
Subject: City of Fort Pierce, DEO #23-1ESR and #23-2ESR Comments on Proposed Comprehensive Plan Amendment Package

City of Fort Pierce

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Dear Mr. Freeman:

The South Florida Water Management District (District) has completed its review of the two proposed Future Land Use Map amendment packages submitted by the City of Fort Pierce (City). The packages include amending the City's Comprehensive Plan Future Land Use Map for a total of 9 parcels. There appears to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Town is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the Town's Work Plan needs to be updated and adopted **by May 2023**. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

The District requests that the City forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information. For assistance after March 31, 2023, please contact Jim Harmon at jharmon@sfwmd.gov or 561-682-6777.

Sincerely,

Ms. Terry Manning, Senior Policy and Planning Analyst

South Florida Water Management District

Water Supply Implementation Unit

3301 Gun Club Road

West Palm Beach, FL 33406

Phone: 561-682-6779

Fax: 561-681-6264

E-Mail: tmanning@sfwmd.gov



WEST ORANGE

Future Land Use Map Amendment (Ordinance 23-012)

CITY OF FORT PIERCE
CITY COMMISSION REGULAR MEETING
Monday, August 21, 2023



INTERSTATE 95

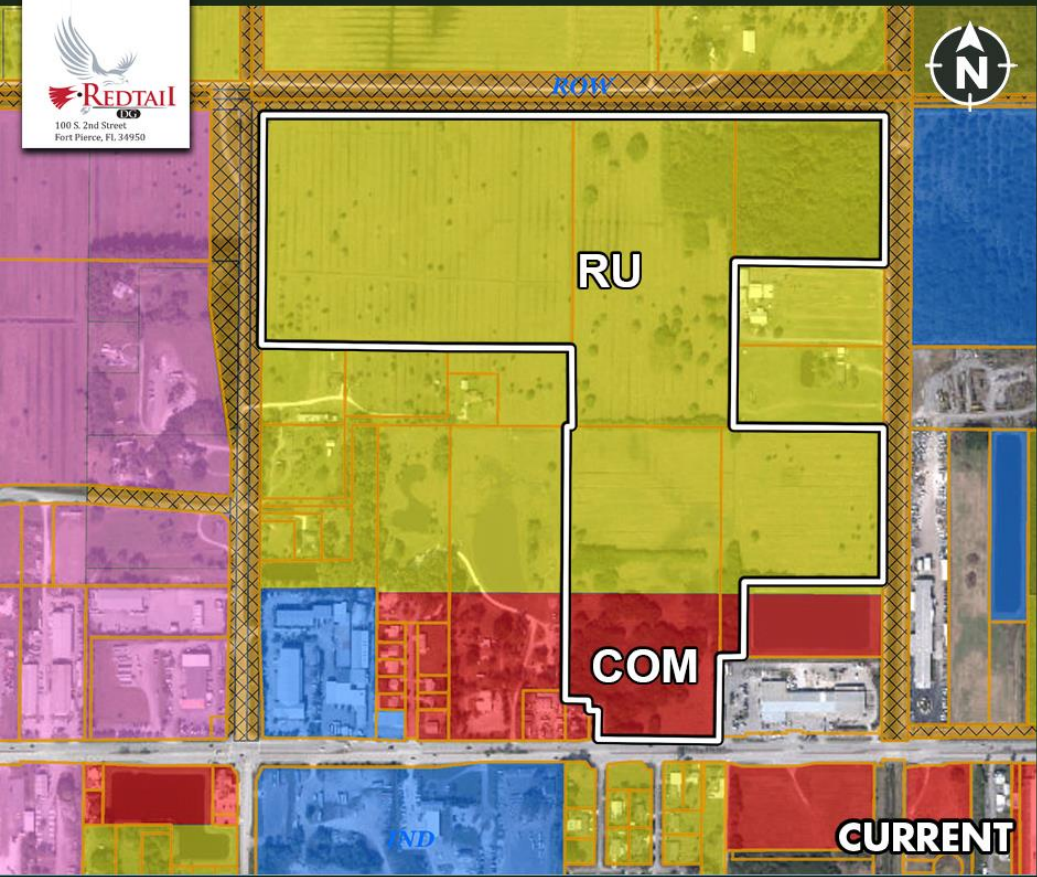
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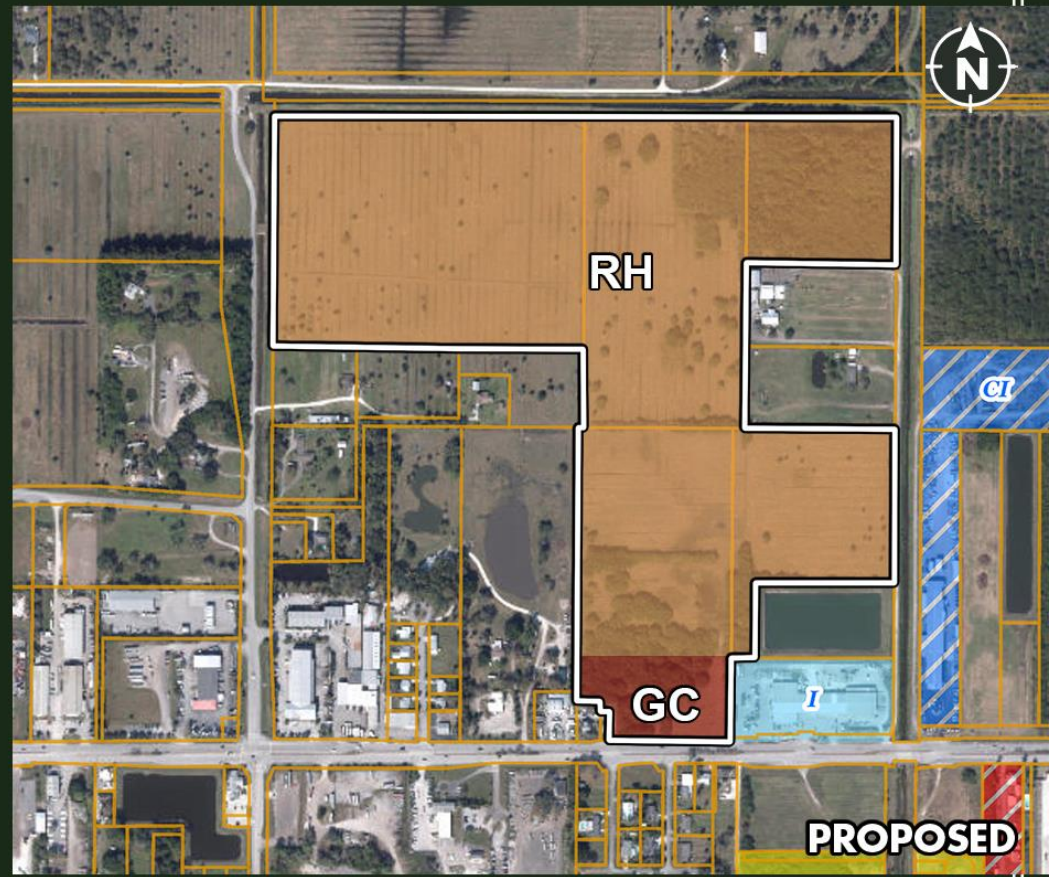
ORANGE AVENUE

WEST ORANGE





CURRENT: St Lucie County
 Residential Urban (RU) - 75.96 acres
 Commercial (COM) - 8.83 acres



PROPOSED: Fort Pierce
 Residential High (RH) - 80.29 acres
 General Commercial (GC) - 4.50 acres



THANK YOU FOR ATTENTION
COMMENTS?

WEST ORANGE
FUTURE LAND USE MAP AMENDMENT



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

To : File

FROM: John Andrews, P.E. – City Engineer

**RE : PD and Site Plan West Orange – 4918 & 5220 Orange Avenue
TBD
TRC Project 22-02000003**

DATE : July 20, 2022

This is to advise you that we have completed the review of the following documents as received by this office on July 8, 2022:

- | | |
|---|---|
| <input type="checkbox"/> Development Permit Compliance Review | <input checked="" type="checkbox"/> PD and Site Plan |
| <input type="checkbox"/> Construction Drawings | <input type="checkbox"/> Test Reports & Related Documents |
| <input type="checkbox"/> Executed Construction Contract | <input type="checkbox"/> Record Drawings |
| <input type="checkbox"/> Permits | <input type="checkbox"/> Annexation |

Based on our reviews and appropriate site final inspection, we

- | | | | |
|---|---|--|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | | |
| <input type="checkbox"/> Annexation Approval | <input checked="" type="checkbox"/> PD & Site Plan Approval | <input type="checkbox"/> DPCR Approval | <input type="checkbox"/> C/O |

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- See attached for Engineering Comments

ENGINEERING COMMENTS:

1. Based on the conceptual plan submittal, the Engineering Department has no objection at this time to "Parcel 1 – Commercial", "Parcel 2 – Multifamily", "Parcel 3 – Residential", "North-South Road" and "East-West Road" development. Further comments will be provided at the time of Site Plan and Preliminary Plat submittals.



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: 7.21.22
Property Address: Planned Development and Conceptual Site Plan - West Orange - 4918 and 5220 Orange Avenue and TBD

Please be advised that the project may trigger the requirements indicated below:

- 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
- 2. Pre-construction meeting with the City's Building Department is requested.
- 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.
- 4. Means of egress is required.
- 5. Means of ingress is required.
- 6. Must meet the following Accessibility requirements:
 - Accessible route
 - Handicapped parking spaces
 - Means of egress
- 7. Change of Use required
 - to include a signed and sealed Life Safety Plan
 - to include a signed and sealed detailed comprehensive building plan.
- 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
- 9. Flood Development Permit required.
- 10. Building Permit required.
- 11. Signed and sealed construction drawings required.
- 12. Will need to meet the Fire Code.
- 13. Sprinkler system is required.
- 14. Smoke alarm system is required.
- 15. Other

Additional Comments/Requirements:

--

Building Official's or Representative's Signature _____ Date: 7/15/22



THE SUNRISE CITY

FORT PIERCE

POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

July 21, 2022

Case # 22-43900002

Planner: City of Ft. Pierce Planning Department

Planned development and conceptual site plan

West Orange Annexations, 4918 and 5220 Orange Avenue, Fort Pierce, FL and one TBD location

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.





Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 43900002

West Orange PD & Conceptual Site Plan – 4918 & 5220 Orange Ave & TBD

Comments

FPUA W/WW Engineering: The conceptual plan is approved

Water and wastewater services are available to serve the subject property from Orange Ave. To connect to these services please submit Utility Plan (3 complete sets) along with a completed plan review application to the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida, 34947. Please use the link below to our website for a step-by-step guide through the entire process, including utility details and permit applications. For questions please contact John Biggs at 772-466-1600 ext. 3474

<https://fpu.com/water-and-wastewater-engineering-downloads/>

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Develop W Orange – 4918 & 5220 Orange Avenue. Approved.

Electric service - The property is not in the FPUA electric service area. Located in FPL service area.

Gas service is available to the site (from Jenkins Road / Orange Avenue). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service). For more information and incentive available, please contact Billy Dupre.

Billy Dupre
Business Development Representative
Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpu.com
Office: (772)-466-1600 Ext.4705

(Con't pg 2)



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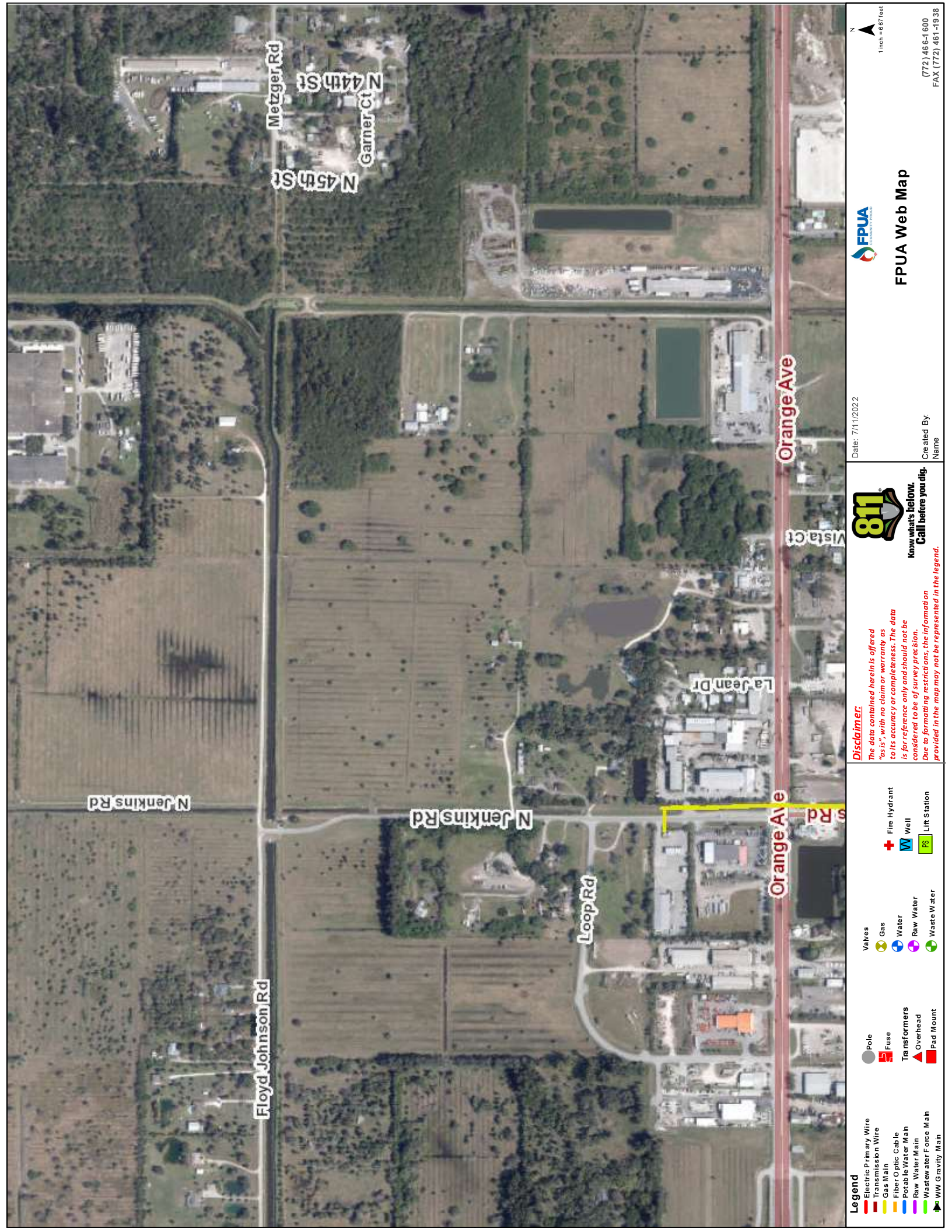
Utility easement may be required for all propose FPUA gas facilities within the site.

Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Attached is a copy of the FPUA GIS Map (Gas).



0071122 -- GIS Map
-- Gas.pdf



FPUA Web Map

Date: 7/11/2022

Created By:
Name



Disclaimer:
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- | | |
|-----------------------|--------------|
| Electric Primary Wire | Fire Hydrant |
| Transmission Wire | Well |
| Gas Main | Lift Station |
| Fiber Optic Cable | |
| Potable Water Main | Raw Water |
| Raw Water Main | Waste Water |
| Wastewater Force Main | |
| WW Gravity Main | |
| Pole | |
| Fuse | |
| Transformers | |
| Overhead | |
| Pad Mount | |

July 19, 2022

PROJECT: West Orange
REF: TRC App. #22-02000002
TO: Vennis Gilmore
FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. Public Works does not have any comments regarding the annexation.
2. The site is located within the Jenkins Overlay District. The proposed plan does not appear to align with the Jenkins Overlay District Map. The plan would need to be revised to match the approved map or a text amendment will be required.
3. An application for a text amendment to the Jenkins Overlay District has been submitted by another applicant. This applicant may wish to coordinate proposed changes to the overlay district with the other applicant or submit a separate text amendment to the Jenkins Overlay District.
4. Provide response and the TIS or TIR directly to the County for review. The city does not provide for you.
5. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please remit a Site Development Permit application, an electronic set of plans and a minimum of one hard copy of all necessary plans and documents to the Engineering Division of the County. The application may be found on the County's website, Public Works Department link.
6. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org.

Cc: Alicia Rosenthal



BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: West Orange – 4918 and 5220 Orange Avenue

REVIEW DATE: 7/15/2022

PLANNER: VENNIS GILMORE

REVIEWED BY: Lieutenant Andres Elizondo

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: X

Site Plan Rejected: _____

The Following Revisions Are Necessary:

- 1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at <https://www.slcfcd.com>**
- 2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
- 3. Please send the Fire District electronic plans for the site and buildings.**
- 4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
- 5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

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www.slcfcd.com



- 16.1.4). Surface.** Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).
- 6. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**
 - 7. The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**
 - 8. The Fire District reserves the right for future comments at the site plan & building construction phase.**
 - 9. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**
 - 10. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.**
 - 11. Where a one- or two-family dwelling, or townhouse, is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 13D or NFPA 13R, as applicable, the distance in 18.2.3.2.1 shall be permitted to be increased to 150 ft (46 m). NFPA 1.18.2.3.2.1.1.**
 - 12. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**
 - 13. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**
 - 14. Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the**

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closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.

15. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".
16. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).
17. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.
18. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at <http://www.slcfd.com/182/Applications-Permits> under fire permits).
19. Hydrants shall be located no more than 15ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants (SLCFD Fire Prevention Code Resolution 690-20).
20. **Minimum Size of Water Mains**
The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by

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ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal



Telephone: (772) 621-3322
Fax: (772) 621-3604

the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

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5160 N.W. Milner Drive, Port St. Lucie, Florida 34983-3392

Telephone: (772) 621-3400 Fax: (772) 621-3500

www.slcfcd.com

From: [SANDERS, MARVIN E.](#)
To: [Vennis Gilmore](#); [Planning Department](#)
Subject: 22-4390002 West Orange PD & Conceptual Site Plan
Date: Tuesday, July 19, 2022 4:46:46 PM
Attachments: [image.png](#)
[image.png](#)

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The St. Lucie County School District has reviewed the above reference project and we have the following comments:

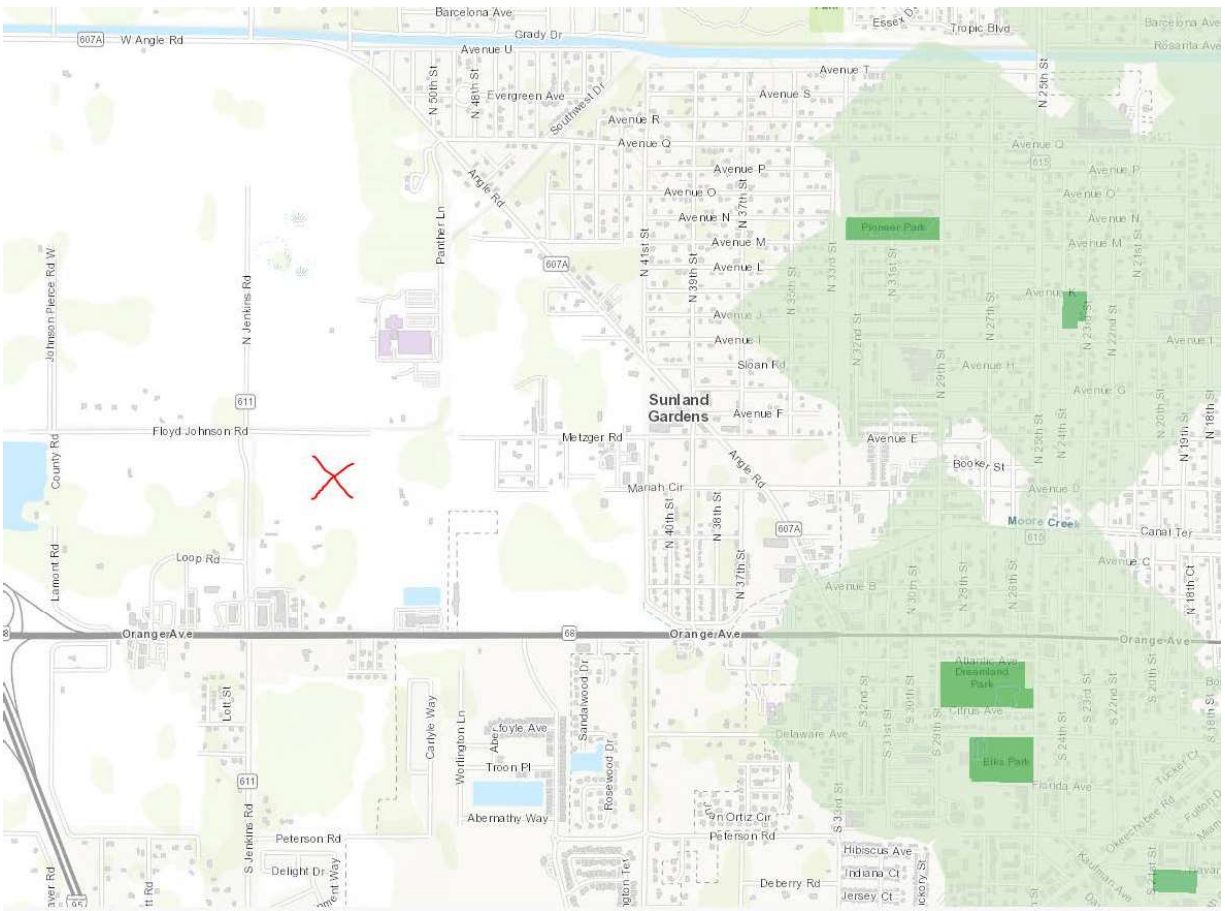
1. Please provide typical roadway sections including pedestrian access.
2. The project is in the St. Lucie County Jenkins Road overlay district. Will the roadway network be extended to aid in building a grid roadway network to prevent overloading Jenkins and Orange Avenue?
3. The School District is currently planning the reconstruction of Fort Pierce Westwood Academy (FPWWA) High School. Our initial review is that it would be beneficial to use the proposed Jenkins Road overlay roadway network for access to the new school. By building out that network the proposed residential project would be within 700 feet of the FPWWA. Without that network the walk to school for a student will be approximately 2.3 miles.
4. The City has no parks west of 33rd street north of Edwards Road. Will there be any public recreation areas to serve the development? See the link for the parks and the locations of 10-minute walk to a park. I have also pasted the map below. <https://parkserve.tpl.org/mapping/index.html?CityID=1258715>

Please feel free to contact me if you have any questions.

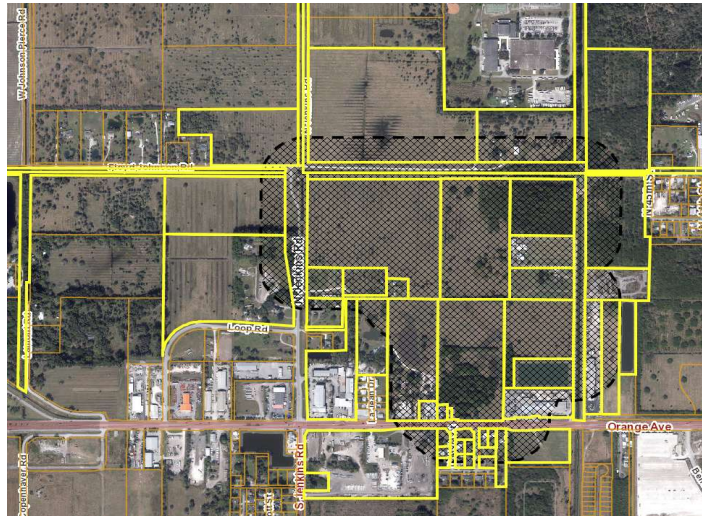
Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986



office 772.429.7547cell 772.216.5755



West Orange Mail Out



Parcel ID	Site Address	Owner	Mailing Address 1	Mailing City State Zip
2301-333-C	Drainage	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2301-411-C	TBD	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2301-443-C	FLOYD JOHNSON RD	WHALOU PROPERTIES LLC	c/o Maria Viera 3507 Kyoto Garder	Palm Beach Gardens; FL 33410
2312-111-C	N JENKINS RD	Joseph G Miller (TR)	5500 Orange Ave	Fort Pierce; FL 34947-1309
2312-111-C	TBD	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2312-112-C	TBD	Joseph G Miller (TR)	5500 Orange Ave	Fort Pierce; FL 34947-1309
2406-310-C	PANTHER LN	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2406-330-C	N JENKINS RD	Leroy J Hoeffner and Susan C Hoeffner and John A West Sr (TR)	11 Sussex LN	Stony Brook; NY 11790-3333
2406-330-C	N JENKINS RD	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2406-343-C	5110 FLOYD JOHNSON RD	Harry McTigue	5110 Floyd Johnson RD	Fort Pierce; FL 34947-1574
2406-414-C	METZGER RD	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2406-432-C	4508 METZGER RD	Riverstone Metzger LLC	6400 Telegraph RD; Unit Ste 2000	Bloomfield Township; MI 48301-1758
2407-122-C	ORANGE AVE	Riverstone Metzger LLC	6400 Telegraph RD; Unit Ste 2000	Bloomfield Township; MI 48301-1758
2407-123-C	ORANGE AVE	David Webb and Deborah Webb	902 Dolphin DR	Jupiter; FL 33458-4302
2407-131-C	TBD	State Of Florida DOT	3400 W Commercial Blvd	Fort Lauderdale; FL 33309-3421
2407-131-C	ORANGE AVE	John H Stamm Jr (TR)	806 S 40th CT	Fort Pierce; FL 34947-6322
2407-131-C	4850 ORANGE AVE	John H Stamm Jr (TR)	806 S 40th CT	Fort Pierce; FL 34947-6322
2407-211-C	4918 ORANGE AVE	Orange Avenue Devel II LLC	28178 Hayes Rd	Roseville; MI 48066-2346
2407-211-C	ORANGE AVE	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
2407-212-C	TBD	Orange Avenue Devel II LLC	28178 Hayes Rd	Roseville; MI 48066-2346
2407-214-C	4914 ORANGE AVE	Julio Cesar Gonzalez Valverde and Marisma Kristell Izeta Vazquez	4914 Orange AVE	Fort Pierce; FL 34947-3415
2407-214-C	4910 ORANGE AVE	Cecil J Campbell (TR) and Brenda A Campbell (TR)	4910 Orange AVE	Fort Pierce; FL 34947-3415
2407-221-C	N JENKINS RD	Cypress Knee LLC	5500 Orange Ave	Fort Pierce; FL 34947-1309
2407-223-C	300 N JENKINS RD	Philip Anton Hoeffner III	300 N Jenkins RD	Fort Pierce; FL 34947-1513
2407-223-C	N JENKINS RD	Bernice Worley	308 N Jenkins Rd	Fort Pierce; FL 34947-1513
2407-231-C	5220 ORANGE AVE	Orange Ave Development II LLC	28178 Hayes Rd	Roseville; MI 48066-2346
2407-231-C	5410 ORANGE AVE	Cypress Knee LLC	5500 Orange Ave	Fort Pierce; FL 34947-1309
2407-231-C	LA JEAN DR	Cypress Knee LLC	5500 Orange Ave	Fort Pierce; FL 34947-1309
2407-232-C	5500 ORANGE AVE	St. Lucie Battery & Tire Company	5500 Orange AVE	Fort Pierce; FL 34947-1309
2407-234-C	5310 ORANGE AVE	Gerald L Groothouse and Elizabeth J Groothouse	5310 Orange Ave	Fort Pierce; FL 34947-1307
2407-234-C	5300 ORANGE AVE	Gerald L Groothouse (TR)	18702 Kitty Hawk CT	Fort Pierce; FL 34987-3233
2407-241-C	TBD	Orange Avenue Devel II LLC	28178 Hayes Rd	Roseville; MI 48066-2346
2407-241-C	TBD	State Of Florida DOT	3400 W Commercial Blvd	Fort Lauderdale; FL 33309-3421
2407-243-C	ORANGE AVE	Gerald L Groothouse (TR)	18702 Kitty Hawk CT	Fort Pierce; FL 34987-3233
2407-244-C	5000 Orange AVE	BACHRODT RIVIERA PROPERTY LLC	2840 Center Port CIR	Pompano Beach; FL 33064-2136
2407-311-C	ORANGE AVE	BACHRODT RIVIERA PROPERTY LLC	2840 Center Port CIR	Pompano Beach; FL 33064-2136
2407-312-C	5115 ORANGE AVE B	Ana I Rodriguez	5115 Orange AVE; Unit Apt B	Fort Pierce; FL 34947-1321
2407-312-C	TBD	Melvin Willi Chay Deleon and Ruth Perez Reyes	5115 Orange AVE; Unit Apt A	Fort Pierce; FL 34947-1321
2407-312-C	5115 ORANGE AVE A	Melvin Willi Chay Deleon and Ruth Perez Reyes	5115 Orange AVE; Unit Apt A	Fort Pierce; FL 34947-1321
2407-312-C	110 U VISTA CT	Elian Langlet and Lise Vedel	110 U Vista CT	Fort Pierce; FL 34947-1317
2407-312-C	136 U VISTA CT	SLBT Land Holdings LLC	5500 Orange AVE	Fort Pierce; FL 34947-1309
2407-312-C	ORANGE AVE	Azak Development & Home Builders LLC	1391 NW Saint Lucie West BLVD	Port St Lucie; FL 34986-2196
2407-312-C	184 U VISTA CT	Delaware Avenue And S 18th Street LLC and Alvaro Campuzano	184 U Vista CT	Fort Pierce; FL 34947-1317
2407-312-C	115 U VISTA CT	Christopher Porter	115 U Vista Ct	Fort Pierce; FL 34947-1318
2407-312-C	131 U VISTA CT	Timothy Gunther and Abigail C Gunther	131 U Vista CT	Fort Pierce; FL 34947-1318
2407-312-C	162 U VISTA CT	Brunilda Meadows	162 U Vista Ct	Fort Pierce; FL 34947-1317
2407-312-C	5301 ORANGE AVE	Linda C LeMieux (TR)	175 U Vista Ct	Fort Pierce; FL 34947-1318
2407-312-C	175 U VISTA CT	Linda C Le Mieux	175 U Vista Ct	Fort Pierce; FL 34947-1318
2407-312-C	U VISTA CT	Linda C Le Mieux	175 U Vista Ct	Fort Pierce; FL 34947-1318
2407-321-C	5501 ORANGE AVE	Joseph G Miller	5500 Orange Ave	Fort Pierce; FL 34947
2407-600-C	260 N JENKINS RD	Philip A Hoeffner Jr and Angela Hoeffner	260 N Jenkins Rd	Fort Pierce; FL 34947-1513
2407-600-C	308 N JENKINS RD	Bernice Worley	308 N Jenkins Rd	Fort Pierce; FL 34947-1513



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: West Orange FLUMA – Adoption.

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 22 ,2023, August 6, 2023, and October 22, 2023.

NOTICE BY MAIL: January 26, 2023, August 1, 2023 and October 18, 2023.

NOTICE BY SIGNS: N/A.

VERIFIED BY: Kev Freeman.

TITLE: Planning Director

SIGNATURE:

DATE: October 25, 2023

Final Publication Date

8/6/2023

Email Address

CConde@gannett.com

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GCI1092330

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St. Lucie News Tribune

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1

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City Of Fort Pierce Legals

Customer Phone Number

(772) 460-2200

Customer Address

Po Box 1480

Fort Pierce, FL 34954-1480

United States

Account Number (If Known)

463454

Customer Email

lcox@cityoffortpierce.com

Your Name

Chan Conde

Treasure Coast Newspapers

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St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION


CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN


Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Lucie News Tribune, published in St. Lucie County, Florida: that the attached copy of advertisement, being a PUBLIC NOTICE was published on publicly accessible, website of St. Lucie County, Florida, or in a newspaper by print in the issues of, on:

8/6/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on AUGUST 6TH 2023:



Notary, State of WI, County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: \$630.00
Ad No: GCI1092330
Customer No: 361844
PO: PUBLIC NOTICE

of Affidavits 1

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 162.3184 and 166.041 F.S., will on Monday, August 21st, 2023, at 5:00 p.m. hold a public hearing for the second (and final) meeting of the enactment of a proposed ordinance in the City of Fort Pierce, Florida, to amend the City of Fort Pierce, Florida.

ORDINANCE 23-012 - AN ORDINANCE OF THE CITY OF FORT PIERCE AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLAN IN RESPECT OF PROPERTY GENERALLY LOCATED AT OR NEAR THE SOUTHWEST CORNER OF W. ANKER ROAD AND FLOYD JOHNSON ROAD IN FORT PIERCE, FLORIDA BEING APPROXIMATELY MORE OR LESS 8.8 ACRES, THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 80.3 ACRES OF THE SUBJECT PROPERTY FROM ST. LUKE COUNTY DESIGNATIONS OF RESIDENTIAL URBAN AND COMMERCIAL TO CITY OF FORT PIERCE DESIGNATIONS OF HIGH DENSITY RESIDENTIAL AND COMMERCIAL, AND AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 4.5 ACRES OF THE SUBJECT PROPERTY FROM ST. LUKE COUNTY DESIGNATIONS OF COMMERCIAL TO CITY OF FORT PIERCE DESIGNATIONS OF GENERAL COMMERCIAL, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS, PROVIDING AN EFFECTIVE DATE, PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT, AND FOR OTHER PURPOSES.

This ordinance is being considered pursuant to application submitted by the representative, Retail Design Group, and property owners, Orange Avenue Development LLC, and Cypress Home LLC, for a Future Land Use Map Amendment of the (a) parcels of land to change from Future Land Use designations from St. Luke County designations of Residential Urban (RU) and Commercial (C) to City designations of High Density Residential (HD) (1.7 - 80.3 Acres) and General Commercial (CG) (1.4 - 4.5 Acres). Said parcels are generally located at or near the southwest corner of W. Anker Road and Floyd Johnson Road, Fort Pierce.

The subject property comprises the following five (5) parcels: 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-231-0001-000-3, 2407-231-0001-000-5, and 2407-231-0001-000-6, totaling approximately 84.8 acres.

Legal description of the parcel is as follows:

PARCEL NO: 2407-231-0001-000-4
BEING THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, LESS AND EXCEPTING NORTH 60.50 FEET AND THE WEST 47.00 FEET THEREOF, FOR ROAD AND CANALS, RIGHTS-OF-WAY, LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A 2" X 4" CONCRETE MONUMENT (STAMPED P.A.M. W. HERN PLUS 4207) AT THE NORTHWEST CORNER OF "HOFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUKE COUNTY, FLORIDA, FROM SAID POINT OF BEGINNING RUN N 20° 00' 00" E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH ST. LUKE RIVER WATER CONTROL DISTRICT CANAL NO. 30, A DISTANCE OF 321.51 FEET, THENCE RUN S 89° 55' 30" E, A DISTANCE OF 278.80 FEET, THENCE RUN S 0° 11' 28" E, A DISTANCE OF 12.40 FEET TO THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 19, OF THE PUBLIC RECORDS OF ST. LUKE COUNTY, FLORIDA, THENCE SOUTH 80° 17' 28" E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 178.71 FEET, THENCE RUN S 0° 55' 35" E, A DISTANCE OF 208.71 FEET, THENCE RUN S 0° 11' 28" E, A DISTANCE OF 208.71 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, THENCE RUN N 20° 00' 00" E, A DISTANCE OF 600.05 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:
A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF "HOFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUKE COUNTY, FLORIDA, FROM SAID POINT OF BEGINNING RUN N 20° 00' 00" E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH ST. LUKE RIVER WATER CONTROL DISTRICT CANAL NO. 30, A DISTANCE OF 321.51 FEET, THENCE RUN S 89° 55' 30" E, A DISTANCE OF 278.80 FEET, THENCE RUN S 0° 11' 28" E, A DISTANCE OF 12.40 FEET TO THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 19, OF THE PUBLIC RECORDS OF ST. LUKE COUNTY, FLORIDA, THENCE SOUTH 80° 17' 28" E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 178.71 FEET, THENCE RUN S 0° 55' 35" E, A DISTANCE OF 208.71 FEET, THENCE RUN S 0° 11' 28" E, A DISTANCE OF 208.71 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, THENCE RUN ALONG SAID SOUTH LINE, A DISTANCE OF 208.90 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:
A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGE 17 THROUGH 19, OF THE PUBLIC RECORDS OF ST. LUKE COUNTY, FLORIDA, THENCE NORTH 80° 17' 28" EAST, A DISTANCE OF 178.71 FEET, THENCE SOUTH 80° 17' 28" EAST, A DISTANCE OF 509.00 FEET TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, THENCE SOUTH 0° 11' 28" WEST, ALONG SAID EAST LINE, A DISTANCE OF 201.51 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, THENCE SOUTH 0° 11' 28" WEST, DEPARTING SAID EAST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 300.20 FEET TO THE EAST LINE OF SAID LOT 5, THENCE NORTH 20° 11' 28" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, A DISTANCE OF 208.71 FEET TO THE NORTH LINE OF SAID LOT 5, THENCE NORTH 89° 55' 35" WEST, DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL NO: 2407-241-0001-000-3
THE WEST ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS RIGHT-OF-WAY FOR CANALS, AS RECORDED IN THE PUBLIC RECORDS IN AND FOR ST. LUKE COUNTY, FLORIDA.

PARCEL NO: 2407-241-0001-000-3
THE EAST 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY, THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPT RIGHTS OF WAY FOR PUBLIC ROADS, LYING AND BEING IN ST. LUKE COUNTY, FLORIDA.

PARCEL 2:
THE NORTH 15 ACRES OF THE FOLLOWING DESCRIBED PROPERTY, THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPT RIGHTS OF WAY FOR CANALS, LYING AND BEING IN ST. LUKE COUNTY, FLORIDA AND FURTHER LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL AS SET FORTH IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1423, PAGE 2915:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPINE MARKING THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 00 DEG 00' 33" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 800.20 METERS (2746.00 FEET) TO A POINT ON A FOUND BOUND SPINE MARKING THE WEST 1/4 CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BACKS OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION NO 94870-2505, THENCE NORTH 89 DEG 47' 09" EAST ALONG SAID BACKS OF SURVEY AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 634.027 METERS (2079.23 FEET), THENCE NORTH 00 DEG 17' 51" WEST ALONG SAID LINE AT A POINT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 110.668 METERS (363.27 FEET) TO THE POINT OF BEGINNING, THENCE NORTH 89 DEG 47' 09" EAST, A DISTANCE OF 111.10 METERS (364.55 FEET), THENCE NORTH 00 DEG 18' 45" EAST, A DISTANCE OF 84.633 METERS (277.68 FEET), THENCE NORTH 89 DEG 47' 09" WEST, A DISTANCE OF 174.200 METERS (571.64 FEET), THENCE SOUTH 00 DEG 14' 20" WEST, A DISTANCE OF 84.633 METERS (277.68 FEET) TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL AS SET FORTH IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1423, PAGE 1014:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCLUSIVE OF RIGHTS-OF-WAY FOR CANALS, THE SOUTHWEST OF THE FOLLOWING DESCRIBED LINE:
COMMENCE AT A FOUND RAILROAD SPINE MARKING THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 00 DEG 00' 33" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2145.00 FEET TO A POINT ON A FOUND BOUND SPINE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BACKS OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION NO 94870-2505, THENCE NORTH 89 DEG 47' 09" EAST ALONG SAID BACKS OF SURVEY AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2,042.33 FEET, THENCE NORTH 00 DEG 17' 51" WEST ALONG SAID LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 382.72 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEG 47' 09" EAST, A DISTANCE OF 561.55 FEET TO THE EASTERLY BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID LINE ALSO TO BE EXTENDED TO THE WESTERN BOUNDARY OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

PARCEL NO: 2407-231-0001-000-0
THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUKE COUNTY, FLORIDA, EXCEPTING ALL RIGHTS OF WAY FOR PUBLIC ROADS AND ORANGE CANALS AND DITCHES.

PARCEL NO: 2407-231-0000-000-5 (PART)
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPTING THE EAST 50' AND THE SOUTH 382.72' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

ALL PARCELS CONTAINING A TOTAL OF 80.3 ACRES, MORE OR LESS.

TOGETHER WITH,
PARCEL NO: 2407-231-0000-000-5 (PART)
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPTING THE EAST 50' AND THE NORTH 842.71' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND, BEING 20' WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, AND RUN THENCE NORTH 40' TO POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 165' TO A POINT, THENCE TURN AND RUN EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 100' TO A POINT, THENCE TURN AND RUN SOUTH 165' TO A POINT 100' EAST OF POINT OF BEGINNING, THENCE TURN AND RUN WEST 100' TO POINT OF BEGINNING.

LESS TO D.E. EASMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1423, PAGE 2805, OFFICIAL RECORDS OF ST. LUKE COUNTY, FLORIDA.
LESS THE WEST 1/2 OF THE CROSS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 228 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 20 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE NORTH 89° 48' 00" E FOR 400 FEET TO THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68); THENCE NORTH 89° 48' 00" E ALONG SAID RIGHT OF WAY LINE OF ORANGE AVENUE FOR 54.90 FEET; THENCE NORTH 89° 48' 00" E FOR 43.07 FEET, THENCE ANGLE 42° 09' E FOR 80.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 48' 00" E FOR 110.00 FEET, THENCE NORTH 89° 48' 00" E FOR 89 FEET, THENCE SOUTH 0° 00' 00" W FOR 119.20 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 4.5 ACRES, MORE OR LESS.

ALL PARCELS COMBINED CONTAINING A TOTAL OF 84.8 ACRES, MORE OR LESS.



All interested parties may appear at the meeting and be heard with respect to the application. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS FURNISHED IN ANY SUCH APPEAL, AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE MADE.

In accordance with the Americans with Disabilities Act and Section 218.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's Office at (888) 451-3922, at least three (3) days prior to the meeting.

A/ Linda W. Orr, City Clerk
Adopted: 08/09/2023

PROOF OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

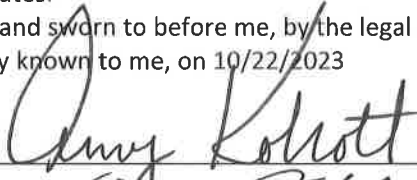
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

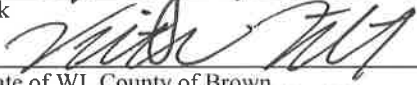
10/22/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/22/2023



Legal Clerk



Notary, State of WI, County of Brown

31 7/27

My commission expires

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**KAITLYN FELTY
Notary Public
State of Wisconsin**

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 183.2108 and 183.2109 F.S., will on Monday, November 17, 2025, at 5:00 p.m., hold a public hearing for the proposed adoption of the amendment of a proposed ordinance in the City Ordinance Department, 1200 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE 19-011 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLANNING DISTRICTS OF PROPERTY NEARLY LOCATED AS OR NEAR THE SOUTHWEST CORNER OF N. JENNINGS ROAD AND E. 1500 JENNINGS ROAD IN FORT PIERCE, FLORIDA, BEING APPROXIMATELY MORE OR LESS 3.0 ACRES. THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 0.13 ACRES OF THE SUBJECT PROPERTY FROM ST. LOUIS DESIGNATION OF RESIDENTIAL, MEDIUM-DENSITY COMMERCIAL, TO CITY OF FORT PIERCE DESIGNATION OF MEDIUM-DENSITY RESIDENTIAL, AND AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 0.4 ACRES OF THE SUBJECT PROPERTY FROM ST. LOUIS COUNTY DESIGNATION OF COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF GENERAL COMMERCIAL, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS, PROVIDING AN EFFECTIVE DATE, PROVIDING FOR SEVERABILITY, INCREASING ALL FEES, PROVIDING FOR FINES AND PENALTIES, AND FOR OTHER PURPOSES.

This ordinance is being considered pursuant to resolutions submitted by the representative Board of Commissioners and property owners Orange Urban Development LLC, and Capitan Real LLC, for a Future Land Use Map Amendment of Fort Pierce (the subject of Ordinance 19-011) and a zoning change from ST. LOUIS County Designation of Commercial Urban (CU) and Commercial (CM) to City Designation of High Density Residential (HD) (R-1), R-1.5, R-2, R-3, R-3.5, R-4, R-4.5, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-13, R-14, R-15, R-16, R-17, R-18, R-19, R-20, R-21, R-22, R-23, R-24, R-25, R-26, R-27, R-28, R-29, R-30, R-31, R-32, R-33, R-34, R-35, R-36, R-37, R-38, R-39, R-40, R-41, R-42, R-43, R-44, R-45, R-46, R-47, R-48, R-49, R-50, R-51, R-52, R-53, R-54, R-55, R-56, R-57, R-58, R-59, R-60, R-61, R-62, R-63, R-64, R-65, R-66, R-67, R-68, R-69, R-70, R-71, R-72, R-73, R-74, R-75, R-76, R-77, R-78, R-79, R-80, R-81, R-82, R-83, R-84, R-85, R-86, R-87, R-88, R-89, R-90, R-91, R-92, R-93, R-94, R-95, R-96, R-97, R-98, R-99, R-100, R-101, R-102, R-103, R-104, R-105, R-106, R-107, R-108, R-109, R-110, R-111, R-112, R-113, R-114, R-115, R-116, R-117, R-118, R-119, R-120, R-121, R-122, R-123, R-124, R-125, R-126, R-127, R-128, R-129, R-130, R-131, R-132, R-133, R-134, R-135, R-136, R-137, 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R-1621, R-1622, R-1623, R-1624, R-1625, R-1626, R-1627, R-1628, R-1629, R-1630, R-1631, R-1632, R-1633, R-1634, R-1635, R-1636, R-1637, R-1638, R-1639, R-1640, R-1641, R-1642, R-1643, R-1644, R-1645, R-1646, R-1647, R-1648, R-1649, R-1650, R-1651, R-1652, R-1653, R-1654, R-1655, R-1656, R-1657, R-1658, R-1659, R-1660, R-1661, R-1662, R-1663, R-1664, R-1665, R-1666, R-1667, R-1668, R-1669, R-1670, R-1671, R-1672, R-1673, R-1674, R-1675, R-1676, R-1677, R-1678, R-1679, R-1680, R-1681, R-1682, R-1683, R-1684, R-1685, R-1686, R-1687, R-1688, R-1689, R-1690, R-1691, R-1692, R-1693, R-1694, R-1695, R-1696, R-1697, R-1698, R-1699, R-1700, R-1701, R-1702, R-1703, R-1704, R-1705, R-1706, R-1707, R-1708, R-1709, R-1710, R-1711, R-1712, R-1713, R-1714, R-1715, R-1716, R-1717, R-1718, R-1719, R-1720, R-1721, R-1722, R-1723, R-1724, R-1725, R-1726, R-1727, R-1728, R-1729, R-1730, R-1731, R-1732, R-1733, R-1734, R-1735, R-1736, R-1737, R-1738, R-1739, R-1740, R-1741, R-1742, R-1743, R-1744, R-1745, R-1746, R-1747, R-1748, R-1749, R-1750, R-1751, R-1752, R-1753, R-1754, R-1755, R-1756, R-1757, R-1758, R-1759, R-1760, R-1761, R-1762, R-1763, R-1764, R-1765, R-1766, R-1767, R-1768, R-1769, R-1770, R-1771, R-1772, R-1773, R-1774, R-1775, R-1776, R-1777, R-1778, R-1779, R-1780, R-1781, R-1782, R-1783, R-1784, R-1785, R-1786, R-1787, R-1788, R-1789, R-1790, R-1791, R-1792, R-1793, R-1794, R-1795, R-1796, R-1797, R-1798, R-1799, R-1800, R-1801, R-1802, R-1803, R-1804, R-1805, R-1806, R-1807, R-1808, R-1809, R-1810, R-1811, R-1812, R-1813, R-1814, R-1815, R-1816, R-1817, R-1818, R-1819, R-1820, R-1821, R-1822, R-1823, R-1824, R-1825, R-1826, R-1827, R-1828, R-1829, R-1830, R-1831, R-1832, R-1833, R-1834, R-1835, R-183



TO: Kevin Freeman, Planning Director

FROM: Tanya Earley, City Attorney *TE*

RE: Ordinance 22-____ – Review for Form & Correctness along
with a Review of the Title Block for the Legal Notice –
West Orange FLUMA

CAO RLS File: 22-291

DATE: December 14, 2022

I have reviewed the above document in response to your request for legal services. The attached draft contains recommendations for minor revisions. The document is otherwise approved as to form and correctness.

If I can be of further assistance, please don't hesitate to call or email.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Date Received:	12-8-22
Assigned To:	
File:	22-291
Due Date:	
Hours:	

Received

NOV 30 2022

City of Fort Pierce
City Manager's Office

RECEIVED

DEC 08 2022

City Attorney

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: KEV FREEMAN, PLANNING DIRECTOR

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

RE: ORDINANCE 22-____ - REVIEW FOR FORM & CORRECTNESS ALONG WITH A REVIEW OF THE TITLE BLOCK FOR THE LEGAL NOTICE - WEST ORANGE FLUMA.

DATE: NOVEMBER 30TH, 2022

Service Required: (please circle or underline)

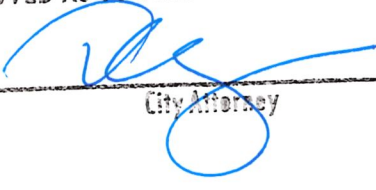
Review Documents
 Draft Document
 Written Opinion Requested

Attend Meetings
 Advise
 Other: _____

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

- Brief statement of the nature of the request or problem:** Review of FLUMA request – this is an unusual proposal involving a tract of land which is set to be annexed and will request a split FLUMA designation as outlined in the ordinance. This is also a large scale FLUMA and will require State and Agency reviews.
- Discussion of the implications and the possible impact if not apparent from preceding information:** Not Applicable
- Time considerations and their significance:** The pending application is scheduled for review by the Planning Board December 12th, and then City Commission at its January 19th, 2022, meeting. Therefore, verification of Form and Correctness and approval of the Title Block is requested for completion as soon as possible.
- Are City funds required?** No
- Factual background:** Large Scale FLUMA. Date of second hearing will depend on return of State comments.
- List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** See attachment(s) listed below.

- 6. Identify prior legal assistance on this or a related matter and the attorney who handled it: Discussion and response regarding draft annexation ordinance - Tanya
- 7. If this is a request for review of a contract, provide the following: Not Applicable.

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

Attachments:

- 1. Draft Ordinance
- 2. FLUMA Application

23
ORDINANCE NO. 22-NNN

AN ORDINANCE OF THE CITY OF FORT PIERCE AMENDING THE FUTURE LAND USE MAP DESIGNATIONS OF THE CITY'S COMPREHENSIVE PLAN IN RESPECT OF PROPERTY GENERALLY LOCATED AT OR NEAR THE SOUTHEAST CORNER OF N JENKINS ROAD AND FLOYD JOHNSON ROAD IN FORT PIERCE, FLORIDA BEING APPROXIMATELY MORE OR LESS 84.8 ACRES; THEREBY AMENDING THE FUTURE LAND USE DESIGNATIONS OF APPROXIMATELY 80.3 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE DESIGNATIONS OF RESIDENTIAL URBAN AND COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF HIGH DENSITY RESIDENTIAL, AND AMENDING THE ~~FUTURE LAND USE~~ DESIGNATIONS OF APPROXIMATELY 4.5 ACRES OF THE SUBJECT PROPERTY FROM ST. LUCIE COUNTY DESIGNATIONS OF COMMERCIAL TO CITY OF FORT PIERCE DESIGNATION OF GENERAL COMMERCIAL, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND FOR OTHER PURPOSES.

0.5
Inch
Margin

1.5 inch
Margin

FUTURE
^

↳ REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH;
^

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3184, Florida Statutes; and

WHEREAS, prior to this hearing, the City Commission held a properly noticed hearing at a regularly scheduled City Commission ^{Meeting} to consider and approve a voluntary application for the annexation the subject property; and

WHEREAS, the subject property comprises the following five (5) parcels, 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1 and 2407-211-0001-000-0, totaling approximately 84.5 acres. A map depicting the subject parcels is attached hereto as "Exhibit A"; and ^{84.8?}

WHEREAS, the applicant has requested that approximately 80.3 acres, being part of the subject property, and having St. Lucie County Future Land Use designations of Residential Urban (RU), and Commercial (COM); be amended to a City of Fort Pierce Future Land Use designation of High Density Residential (RH); and

WHEREAS, the approximately 80.3 acres of the subject property to be designated High Density Residential (RH) is legally described in "Exhibit B" of

1 inch Margin top / bottom

this ordinance. A map depicting the property is attached hereto as “**Exhibit C**” and made a part hereof by reference; and

WHEREAS, the applicant has requested that approximately 4.5 acres, being part of the subject property, and having a St. Lucie County Future Land Use designation of Commercial (COM); be amended to a City of Fort Pierce designation of General Commercial (CG); and

WHEREAS, the approximately 4.5 acres of the subject property to be designated General Commercial (CG) is legally described in “**Exhibit D**” of this ordinance. A map depicting the property is attached hereto as “**Exhibit E**” and made a part hereof by reference; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, 2022 meeting, voted ___ to ___ to recommend approval of the proposed Future Land Use Map Amendment for this parcel; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That upon this ordinance becoming effective, the land herein described on “**Exhibit B**” and as depicted on “**Exhibit C**”, attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of High Density Residential ^(RH).

SECTION 2. That upon this ordinance becoming effective, the land herein described on “**Exhibit D**” and as depicted on “**Exhibit E**”, attached hereto, and incorporated herein, shall be assigned a Future Land Use Designation of General Commercial (CG).

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any

reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

← [Tanya Earley
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. ²³22-NNN was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, _____, 2022 and Sunday, _____, 2022; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2022; and was duly introduced, read by title only, and passed on second and final reading _____, 2022, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____, 2022. ^{2023.}

← Linda Hudson
MAYOR COMMISSIONER

ATTEST

← Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A

Parcels subject of Future Land Use Map Amendment

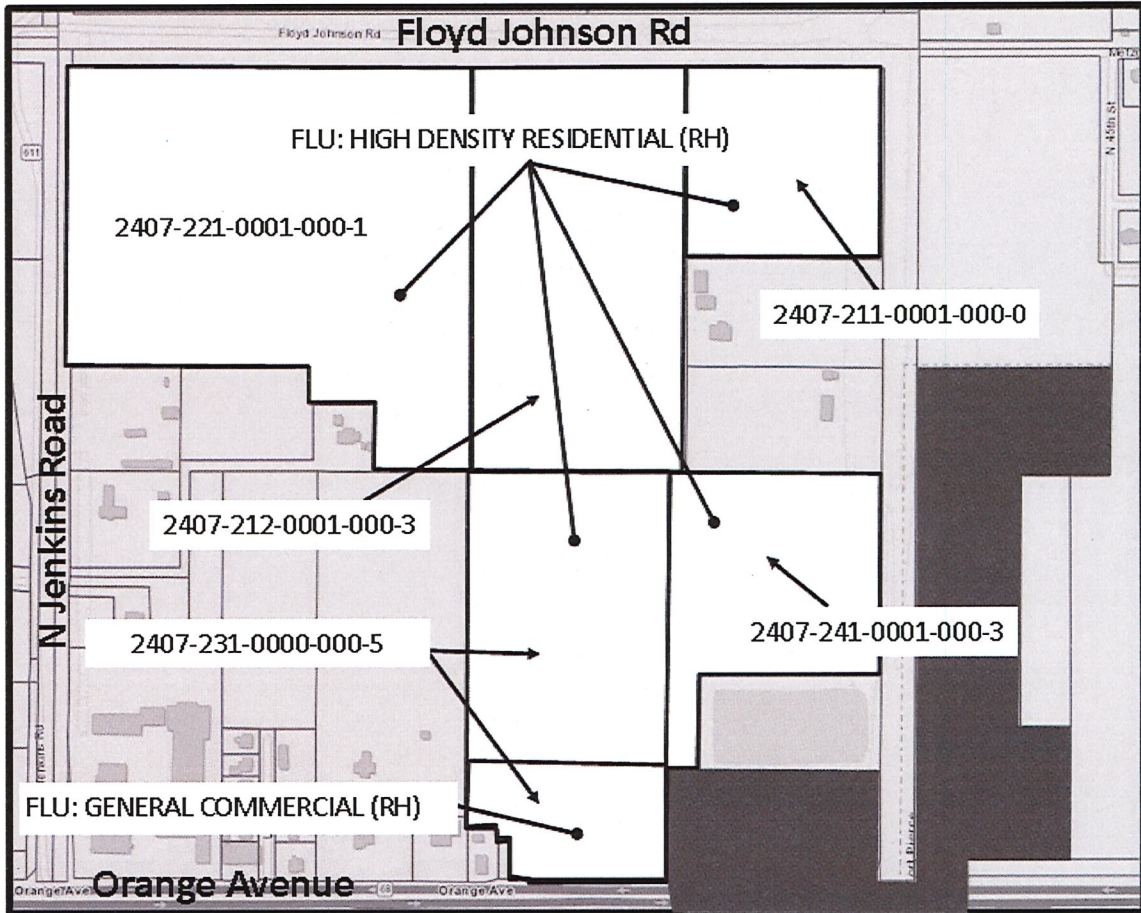


EXHIBIT B

Legal Description (High Density Residential)

PARCEL ID: 2407-221-0001-000-1

BEING THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7, LESS AND EXCEPTING THE NORTH 66.50 FEET AND THE WEST 47.00 FEET THEREOF, FOR ROAD AND CANAL RIGHTS-OF-WAY.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 3"X4" CONCRETE MONUMENT (STAMPED P.R.M. R.W. HERR PLS 4907) AT THE NORTHEAST CORNER OF "HOEFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 6, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; FROM SAID POINT OF BEGINNING RUN N89°55'38"W, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 30.00 FEET; THENCE RUN N00°14'22"W, A DISTANCE OF 30.00 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 421.31 FEET; THENCE RUN N00°11'28"E, A DISTANCE OF 178.71 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 208.71 FEET; THENCE RUN S00°11'28"W, A DISTANCE OF 208.71 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE RUN N89°55'38"W, A DISTANCE OF 600.05 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF "HOEFFNER ESTATES" AS RECORDED IN PLAT BOOK 32, PAGE 6, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; FROM SAID POINT OF BEGINNING RUN N00°06'24"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 30, A DISTANCE OF 321.51 FEET; THENCE RUN S89°55'38"E, A DISTANCE OF 776.80 FEET; THENCE RUN S00°11'28"W, A DISTANCE OF 112.80 FEET TO THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOEFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 17A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE CONTINUE S00°11'28"E, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 178.71 FEET; THENCE RUN N89°55'38"W, A DISTANCE OF 421.31 FEET; THENCE RUN S00°14'22"W, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE RUN ALONG SAID SOUTH LINE, A DISTANCE OF 354.99 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 5 OF THE REPLAT OF HOFFNER ESTATES AS RECORDED IN PLAT BOOK 32, PAGES 17 THROUGH 17A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°11'28" EAST, A DISTANCE OF 112.80 FEET; THENCE SOUTH 89°55'38" EAST, A DISTANCE OF 509.07 FEET TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE SOUTH 00°11'50" WEST, ALONG SAID EAST LINE, A DISTANCE OF 321.51 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 7; THENCE NORTH 89°55'38" WEST, DEPARTING SAID EAST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 300.33 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 00°11'28" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID EAST LINE, A DISTANCE OF 208.71 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89°55'38" WEST, DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 2407-212-0001-000-3

The West one-half (1/2) of the Northeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 7, Township 35 South, Range 40 East, Less right-of-way for canals, as recorded in the Public Records in and for St. Lucie County, Florida.

PARCEL ID: 2407-241-0001-000-3

PARCEL 1:

The East 50 feet of the following described property: The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for public roads, lying and being in St. Lucie County, Florida.

PARCEL 2:

The North 15 acres of the following described property, the East 1/2 of the Southeast 1/4 of Northwest 1/4 in Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights of way for canals, lying and being in St. Lucie County, Florida. And further less and excepting therefrom the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1433, Page 2915:

A portion of the Northwest 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 806.208 meters (2,645.03 feet) to a point on a found boat spike marking the West 1/4 corner of said Section 7, said point being on the Baseline of Survey for State Road 68 (Orange Avenue) as shown on the Florida Department of Transportation Right of Way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said Baseline of Survey and the South line of the Northwest 1/4 of said Section 7, a distance of 624.027 meters (2,047.33 feet); thence North 00 deg 17' 51" West along a line at a right angle to

the last described course, a distance of 116.668 meters (382.77 feet) to the POINT OF BEGINNING; thence North 89 deg 47' 56" East, a distance of 171.190 meters (561.65 feet); thence North 00 deg 18' 45" East, a distance of 94.635 meters (310.48 feet); thence South 89 deg 47' 56" West, a distance of 171.309 meters (562.04 feet); thence South 00 deg 14' 26" West, a distance of 94.634 meters (310.48 feet) to the POINT OF BEGINNING.

Further less and excepting the following described parcel as set forth in Warranty Deed recorded in Official Records Book 1430, Page 1914:

A parcel of land lying in the Northwest quarter of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

The North 15 acres of the East half of the Southeast quarter of the Northwest quarter in Section 7, Township 35 South, Range 40 East, exclusive of rights-of-way for canals. Lying Southerly of the following described line;

Commence at a found railroad spike marking the Southwest corner of said Section 7; thence North 00 deg 07' 33" East along the West line of said Section 7, a distance of 2,645.03 feet to a point on a found railroad spike marking the West quarter corner of said Section 7, said point being on the base line of survey for State Road 68 (Orange Avenue) as shown on a Florida Department of Transportation right-of-way Map for Section No. 94070-2505; thence North 89 deg 42' 09" East along said base line of survey and the South line of the Northwest

quarter of said Section 7, a distance of 2,047.33 feet; thence North 00 deg 17' 51" West along a line at right angles to the last described course, a distance of 382.77 feet to the Point of Beginning.

Thence North 89 deg 47' 56" East, a distance of 561.65 feet to the Easterly boundary of the East half of the Southeast quarter of the Northwest quarter, said line also to be extended to the Westerly boundary of the East half of the Southeast quarter of the Northwest quarter.

PARCEL ID: 2407-211-0001-000-0

The NE1/4 of the NE1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida, EXCEPTING all rights of way for Public Roads and Drainage Canals and ditches.

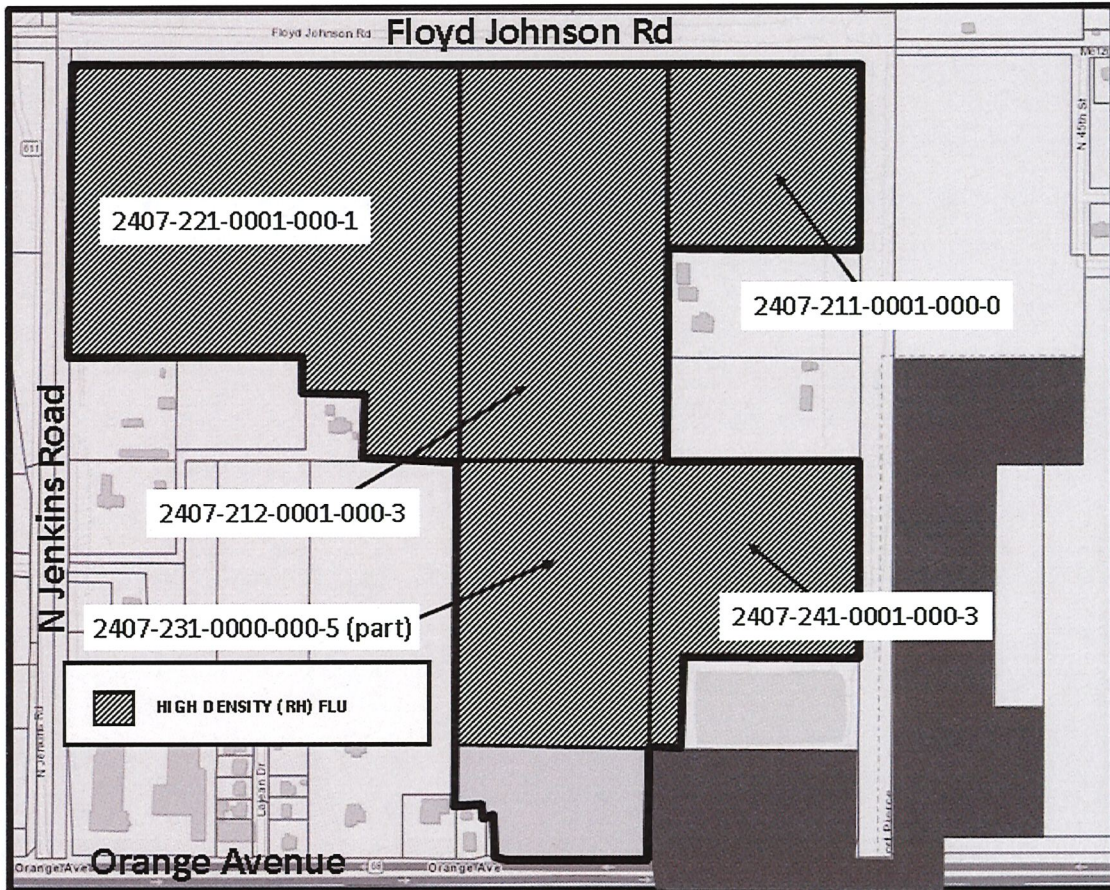
PARCEL ID: 2407-231-0000-000-5 (PART)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' AND THE SOUTH 382.77' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

ALL PARCELS COMBINED CONTAINING A TOTAL OF 80.3 ACRES, MORE OR LESS.

EXHIBIT C
Future Land Use Designation (High Density Residential)



Current SLC Future Land Use = Residential Urban (RU) & Commercial (COM)

Proposed FP Future Land Use = High Density Residential (RH)

EXHIBIT D

Legal Description (General Commercial)

PARCEL ID: 2407-231-0000-000-5 (PART)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' AND THE NORTH 947.31' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN 20' WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND RUN THENCE NORTH 40' TO POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 165' TO A POINT; THENCE TURN AND RUN EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 100' TO A POINT; THENCE TURN AND RUN SOUTH 165' TO A POINT 100' EAST OF POINT OF BEGINNING; THENCE TURN AND RUN WEST 100' TO POINT OF BEGINNING.

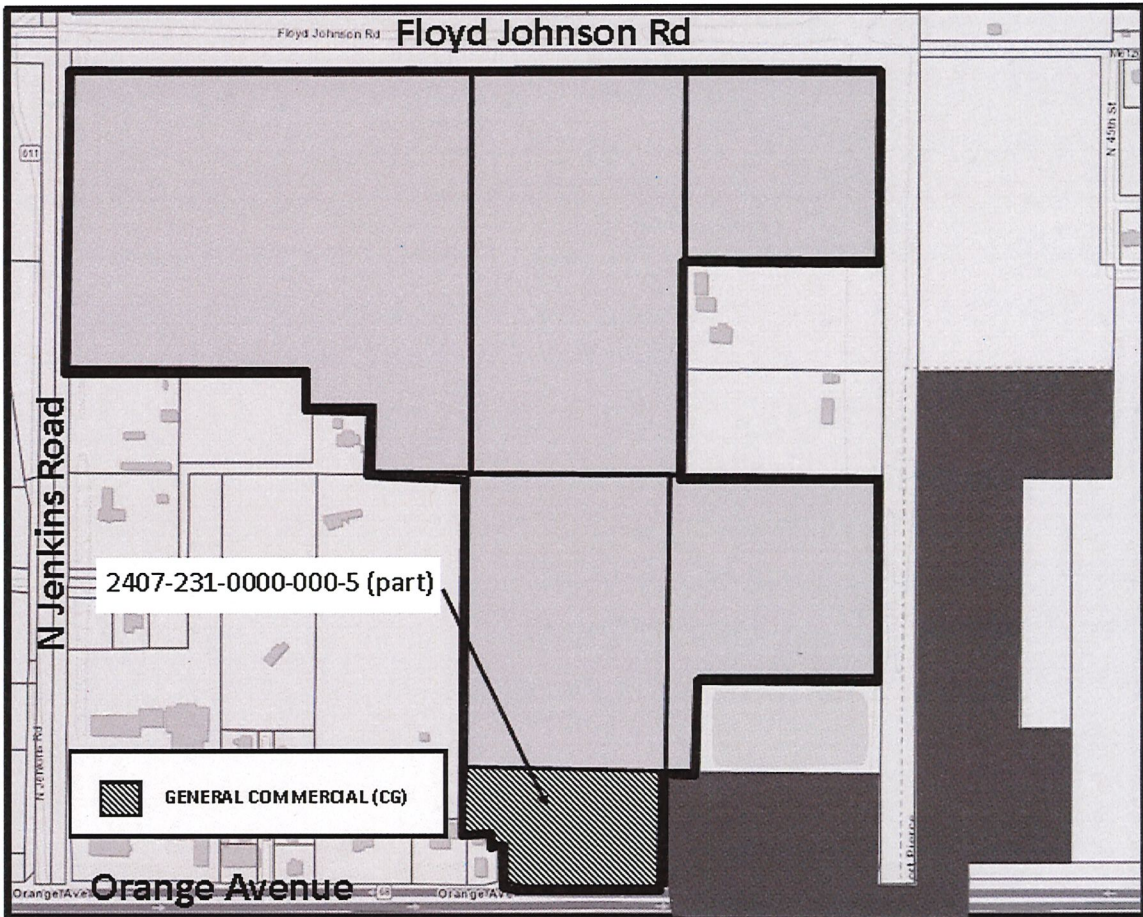
LESS D.O.T. EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1433, PAGE 2925, OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS THE WEST 1/2 OF THE CROSS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1938, PAGE 328 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 20 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE N00°10'09"E FOR 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68); THENCE N89°42'09"E ALONG SAID RIGHT OF WAY LINE OF ORANGE AVENUE FOR 54.99 FEET; THENCE N79°48'50"E FOR 45.07 FEET; THENCE N89°42'09"E FOR 0.67 FEET TO THE POINT OF BEGINNING; THENCE N00°10'09"E FOR 119.20 FEET, THENCE N89°42'09"E FOR 74.89 FEET; THENCE S00°10'09"W FOR 119.20 FEET TO SAID NORTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE S89°10'09"W FOR 74.89 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 4.5 ACRES, MORE OR LESS.

EXHIBIT E
Future Land Use Designation (General Commercial)



Current SLC Future Land Use = Commercial (COM)

Proposed FP Future Land Use = General Commercial (CG)



June 24, 2022

Via Email

City of Fort Pierce Planning
100 North US Highway 1
Fort Pierce, FL 34950

RE: West Orange Planned Development

Dear Planning Staff,

We are pleased to present the City of Fort Pierce with applications for Annexation, Development Review, and Zoning Atlas Map Amendment for five (5) properties (approx. 84.79 acres) that will make up the West Orange Planned Development (PD). The Parcel IDs for the properties are as follows:

1. 2407-221-0001-000-1, 2407-212-0001-000-3, & 2407-211-0001-000-0:
Current SLC Zoning = Single Family 2 du/ac (RS-2)
Current SLC Future Land Use = Residential Urban 5 du/ac (RU)

Proposed FP Zoning = Planned Development (PD)
Proposed FP Future Land Use = High Density Residential (RH)
2. 2407-241-0001-000-3 & 2407-231-0000-000-5
Current SLC Zoning = Single Family 2 du/ac (RS-2) / Commercial General (CG)
Current SLC Future Land Use = Residential Urban 5 du/ac (RU) / Commercial (COM)

Proposed FP Zoning = Planned Development (PD)
Proposed FP Future Land Use = High Density Residential (RH) / General Commercial (GC)

The intent of this project is the annexation of these properties into the City Limits along with submitting applications for a rezoning to a new residential/commercial preliminary PD followed by a Final PD. While the parcels carry a St. Lucie County Future Land Use of Residential Urban 5 du/ac, we respectfully request that the city grant the High Density Residential Future Land Use. The City of Fort Pierce Comprehensive Plan pursuant to Policy 1.11.5 gives the City Commission the ability to grant alternate Future Land Uses upon annexation of property. The area that surrounds these properties are mostly intense Future Land Use categories with commercial or industrial uses. A high density residential use would be more compatible to this area than a low density one. A small portion of the development along Orange Avenue will maintain a commercial Future Land Use like it is in the county.

The process in which this PD is being submitted is following the process in which the Willow Lakes PD was submitted where the bubble plan/preliminary PD was approved first under Ordinance 20-025 and then the final more detailed PD by phase was approved later.

We look forward to your assistance and response.

Sincerely,

Thank you,

Tod Mowery

Tod Mowery, AICP
President

C: Larry Suchman

GENERAL LOCATION



August 26, 2022

1:18,056

0 500 1,000 2,000 ft

0 225 450 900 m

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



CONCURRENCY CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential	RU (SLC)	RS-2 (SLC)
South	Commercial/Industrial	I (FP) IND, RU, COM (SLC)	I-3 (FP) IL, RS-2, CG (SLC)
East	Industrial	CI, I (FP) IND (SLC)	I-1 (FP) IL, (SLC)
West	Commercial/Industrial	MXD (SLC)	CG, IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU(SLC)/COM(SLC)	RS-2(SLC)/CG(SLC)	5 du/ac & 1 FAR	84.79 ac	Zone X
**Proposed	RH(FP)/GC(FP)	PD(FP)	18 du/ac & 1 FAR	84.79 ac	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 160,885
**Proposed Zoning/FLU	Total gallons per day 399,633
**Change in Demand	Total gallons per day +238,777

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 147,504
**Proposed Zoning/FLU	Total gallons per day 354,731
**Change in Demand	Total gallons per day +207,226

C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	903.36	960.44	+57.08
Urban District	5 acres per 1,000 people	225.84	240.11	+14.27
Community	2.5 acres per 1,000 people	112.92	120.05	+7.14
Neighborhood	1.36 acres per 1,000 people	61.43	65.30	+3.88

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name	Samuel Gaines Academy	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.60 Miles	0.50 Miles
Current Zoning/FLU Enrollment Demand	451	1,052
**Proposed Zoning/FLU Enrollment Demand	237	552
**Change in Demand	- 214	- 500

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	50 Yards
**Proposed Zoning/FLU	196 Yards
*Change in Demand	+ 146 Yards

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See Stormwater Statement
---------------	--------------------------

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	13,068	370/1,212
**Proposed Zoning/FLU	5,966	344/479
*Change in Demand	Trips -7,102	Trips - 26 / -733
Impact to Capacity	None	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: 1,439 Single Family: Multifamily:
Non-residential (square footage): 20,516
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

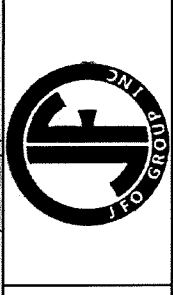
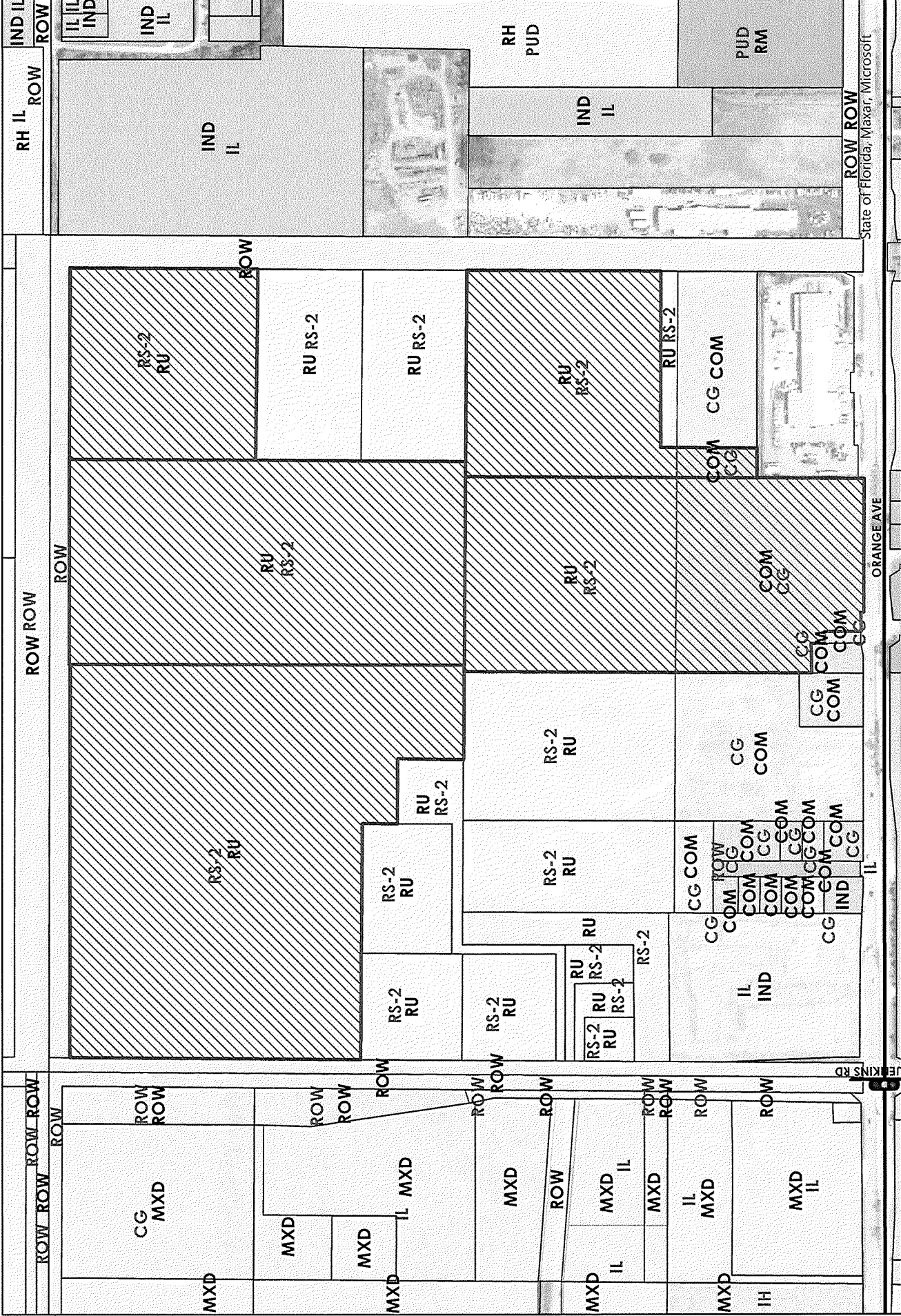
NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No

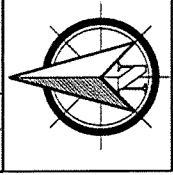
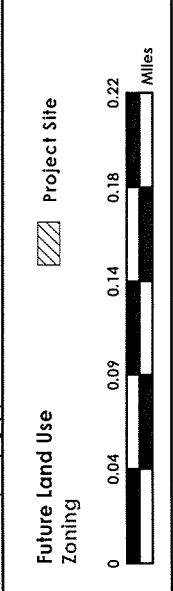
- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
 If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
 If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding



**Figure 2:
CURRENT FUTURE LAND USE & ZONING
SUCHMAN**



City Commission Regular Meeting - 5:05 pm

12. b.

Meeting Date: 11/06/2023

Re: Impact Fee Moratorium

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

SUBJECT:

Legislative Hearing - Ordinance 23-054 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

SUMMARY:

Ordinance 23-054 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one year. The City Commission initially adopted Ordinance 20-007 on March 16, 2020, which provided for a moratorium on the collection of City Impact Fees within the FPRRA boundaries for one year. Numerous subsequent ordinances extended the moratorium which is now set to expire on November 7, 2023. In established urban areas, there may be older buildings or underutilized sites that could benefit from redevelopment. By implementing an impact fee moratorium, it becomes more economically viable for businesses to invest in these areas and breathe new life into the community. This can result in revitalization, job creation, and increased economic activity. In an established urban core, the infrastructure is largely already in place. Therefore, new construction may not be placing as much strain on public services as they would in areas that require significant infrastructure investments.

RECOMMENDATION:

Approve Ordinance 23-054

ALTERNATIVES:

Amend or deny Ordinance 23-054

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

City Manager
City Attorney
City Clerk

Fiscal Impact

OTHER INFORMATION:

City funds are not required for this ordinance.

Attachments

Business Impact Estimate Form
Ordinance 23-054
Overview of Moratorium
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/03/2023 04:45 PM
City Manager	Nick Mimms	10/03/2023 04:46 PM
Form Started By: Shyanne Harnage		Started On: 08/09/2023 09:58 AM
Final Approval Date: 10/17/2023		

BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Shyanne Harnage

SUBJECT: Ordinance 23-054

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

Ordinance 23-054 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one year. The City Commission initially adopted Ordinance 20-007 on 3/16/2020, which provided for a moratorium on the collection of City Impact Fees within the FPRA boundaries for one year.

Numerous subsequent ordinances extended the moratorium which is now set to expire on 11/7/23. In established urban areas, there may be older buildings or underutilized sites that could benefit from redevelopment. By implementing an impact fee moratorium, it becomes more economically viable for businesses to invest in these areas and breathe new life into the community. This can result in revitalization, job creation, and increased economic activity. In an established urban core, the infrastructure is largely already in place. Therefore, new construction may not be placing as much strain on public services as they would in areas that require significant infrastructure investments.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
 - a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None. By providing a moratorium on impact fees, the financial burden on developers is reduced, increasing the likelihood of project feasibility. This encourages developers to move forward with their plans, leading to the creation of new commercial and residential spaces within the community, this is especially important in unproven markets. This can stimulate economic growth and attract investments in the community, resulting in job creation, increased revenue for local businesses, and a more diverse and vibrant local economy.
 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.
 - c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.
3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Unable to estimate the number of businesses potentially impacted.
4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046; 351
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

ORDINANCE NO. 23-054

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A **MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES** FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to promote Fort Pierce to encourage the investment of private resources in the urban core of our city by suspending the collection of City Impact Fees in an effort to stimulate and encourage new development within the boundaries of the City's Designated Urban Infill and Redevelopment Area; and

WHEREAS, the moratorium of impact fees herein may place the City in a more competitive position, thus enhancing efforts by the City and the community to encourage economic development opportunities to create permanent employment expansion opportunities; and

WHEREAS, the City Commission finds the most effective economic stimulus that the City can provide is to offer incentives to new construction projects by removing the City-imposed development costs represented by city impact fees; and

WHEREAS, this is an integral part of the City's overall economic development strategy; and

WHEREAS, the City Commission will evaluate the impacts of suspending the City Impact Fee Program as herein provided for, and shall thereafter further consider changes in the Comprehensive Plan if and to the extent necessary so as to reflect the experience resulting from the temporary moratorium herein provided for; and

WHEREAS, such moratorium shall apply to all such new construction within the boundaries of the City's Designated Urban Infill and Redevelopment Area for which a building permit is issued subsequent to the adoption of this ordinance; and

WHEREAS, the moratorium will continue for one (1) year after its effective date, unless otherwise modified or repealed by the City Commission; and

WHEREAS, Section 166.021, Florida Statutes, provides the City with the power to enhance and expand economic activity in the City including the authority to expend and use public funds toward achievement of the City's economic development goals; and

WHEREAS, the City of Fort Pierce will continue to collect Impact Fees for St. Lucie County in accordance with established Interlocal Agreement(s).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The imposition of Impact Fees, as provided by Code Sections 113-15 through and including Section 113-19, and the collection of said fees as provided by Code Section 113-8, are hereby suspended within the boundaries of the City's Designated Urban Infill and Redevelopment Area for a period not to exceed one (1) year from the date of final passage hereof and shall be reinstated thereafter to full force and effect unless or until they should be modified or amended.

SECTION 2. All ordinances of parts of ordinances in conflict herewith are and the

same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof and shall remain in effect for a period of one (1) year, or for such shorter period as may hereafter be determined by the City Commission by subsequent ordinance, following such final passage and shall then cease to become effective unless otherwise extended by further ordinance.

SECTION 4. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

Sara K. Hedges
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. 23-0XX 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)



Impact Fee Moratorium

City Commission – October 16, 2023



Overview



Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure.



There has been limited new construction in the FPRA district over the past several years.



Assist businesses by reducing their startup costs and encourage new residents to build homes.



Timeline

Ordinance 20-007 Adopted -
Impact Fee Moratorium for 12
months.

March 16, 2020

Ordinance 21-010 Adopted -
Impact Fee Moratorium
extended for 6 months.

April 5, 2021

Ordinance 22-009 Adopted -
Impact Fee Moratorium
Extended for 6 months

March 7, 2022

Ordinance 22-035 Adopted -
Impact Fee Moratorium
Extended for 12 months

November 7, 2022

March 16, 2021

Initial 12-month Impact Fee
Moratorium expired.

October 5, 2021

Impact Fee Moratorium expired.

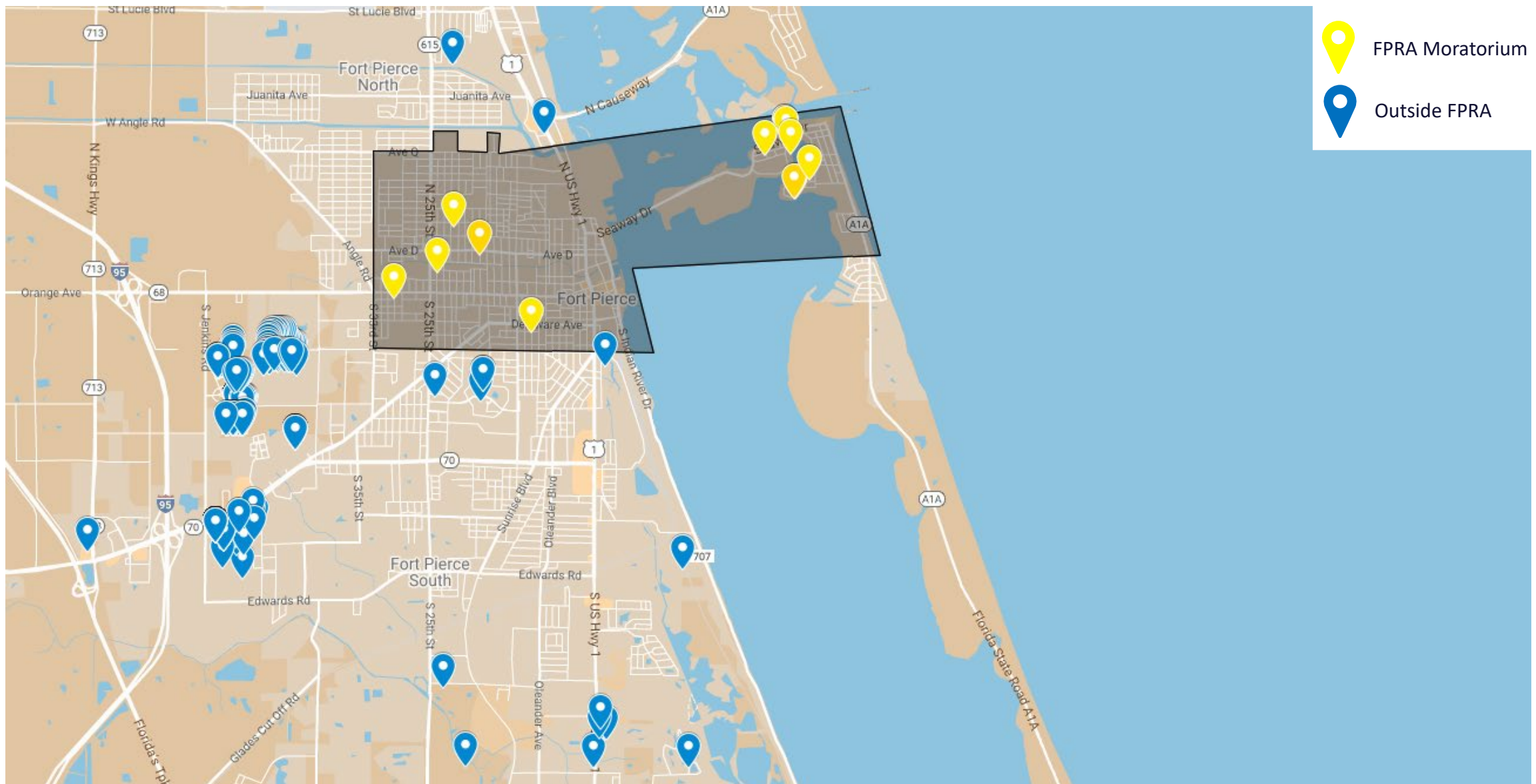
September 6, 2022

Impact Fee Moratorium expired.

November 7, 2023

Impact Fee Moratorium expires.





-  FPR Moratorium
-  Outside FPR

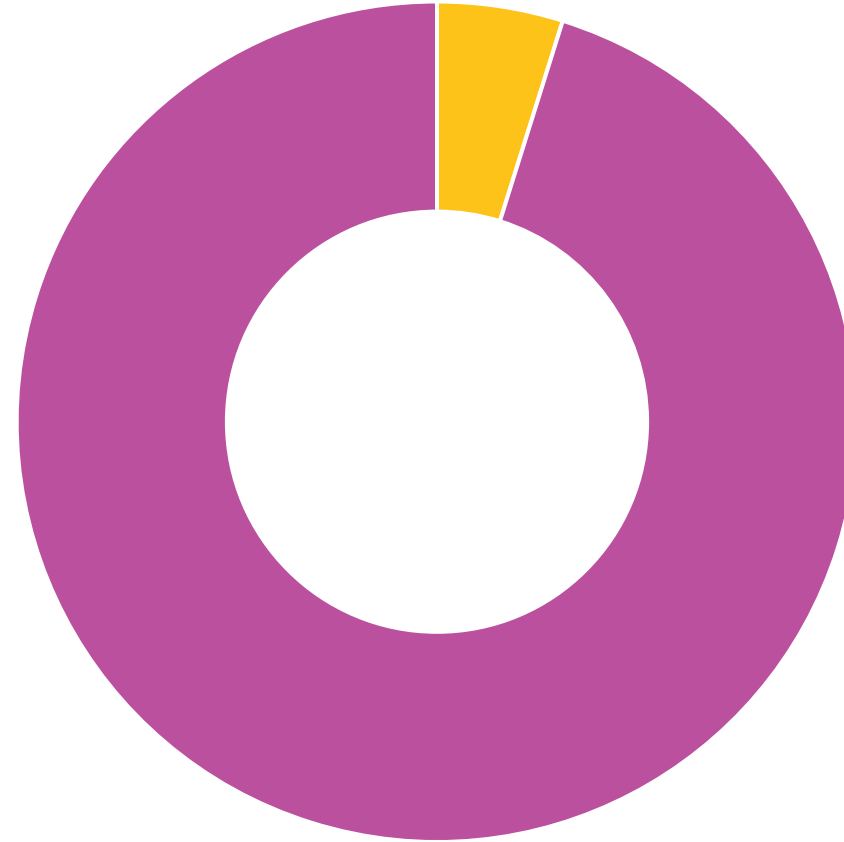
New Construction Building Permits March 2022 – September 2022

Building Permit Comparison

Within the FPRA

15 new construction building permits.

5% of all new construction building permits were within the FPRA.



Outside the FPRA

295 new construction building permits.

95% of all new construction building permits were outside of the FPRA.

■ FPRA ■ Outside FPRA



Recommendation

Staff recommends approval of Ordinance 23-054 to extend the Impact Fee Moratorium for a period of twelve (12) months in an effort to reinforce our incentive toolkit and emphasize our strong desire for infill development.



PROOF OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

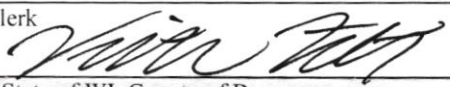
10/06/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

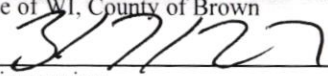
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/06/2023



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost: \$116.16
Order No: 9303111 # of Copies: 1
Customer No: 1126026
PO #: 23-054

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, October 16, 2023 and Monday, November 6, 2023 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:
ORDINANCE NO. 23-054 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.
ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.
/s/ Linda W. Cox, City Clerk
Publish: 10/6/2023
TCN9303111

RECEIVED
OCT 11 2023
FINANCE DEPT.

City Commission Regular Meeting - 5:05 pm

12. c.

Meeting Date: 11/06/2023

Re: Annexation - Jules Annexation - Totten Road

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-055 - Review and approval for a voluntary annexation by property owners Daniel and Janica Jules of three (3) parcels at the South east corner of Totten Road and Rhode Island Avenue, more specifically at Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. **SECOND READING**

SUMMARY:

Request for review of an application for an annexation of three (3) parcels into the city, with a City Future Land Use of GC, General Commercial, and a City Zoning of C-3, General Commercial.

RECOMMENDATION:

Staff's recommendation is for the City Commission to vote **APPROVAL** of the proposed annexation.

ALTERNATIVES:

- Recommendation of approval with conditions
- Recommendation of disapproval

RESPONSIBLE STAFF:

Ryan Altizer, Senior Planner

COORDINATED WITH:

- Technical Review Committee
 - Planning Board
-

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

23-055

Staff Presentation

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Public Notice Certification
Legal Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2023 08:29 AM
City Manager	Nick Mimms	10/10/2023 04:47 PM
Form Started By: Ryan Altizer		Started On: 10/03/2023 03:18 PM
Final Approval Date: 10/17/2023		

ORDINANCE NO. 23-055

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (3) PARCELS AT OR NEAR **EAST OF TOTTEN ROAD AND SOUTH OF RHODE ISLAND AVENUE JUST NORTH OF OKEECHOBEE ROAD, PARCEL IDS: 2417-331-0003-000-4, 2417-331-0005-000-8 AND 2417-331-0004-000-1**, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the properties to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner of the properties to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 11, 2023 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 on September 13, 2023, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on September 13, 2023, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 2417-331-0003-000-4

17 35 40 BEG ON E SIDE OF TOTTENRD AT N LI OF SW 1/4 OF SW 1/4, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (78) (1.47 AC)

Parcel ID: 2417-331-0005-000-8

17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEN RD, TH RUN NLY 375 FT TO POB, TH E 160 FT, TH NLY 100 FT, TH W 160 FT, TH SLY 100 FT TO POB (77) (0.37 AC)

Parcel ID: 2417-331-0004-000-1

17 35 40 FROM INT OF E R/W OF TOTTEN RD AND N R/W OF OKEE RD (66FT R/W) RUN NLY ON TOTTEN RD R/W 275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W 130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)

Containing 2.44 acres, more or less.

Said property containing approximately 2.44 acres and being generally located southwest of the intersection of US Highway 1 and Weatherbee Road.

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. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if

any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

Sara Hedges
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. 23-055 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on October 7, 2023 and October 15, 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 Monday, October 16, 2023; and was duly introduced, read by title only, and passed on second and final reading Monday, November 6, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HERewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of November, 2023.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

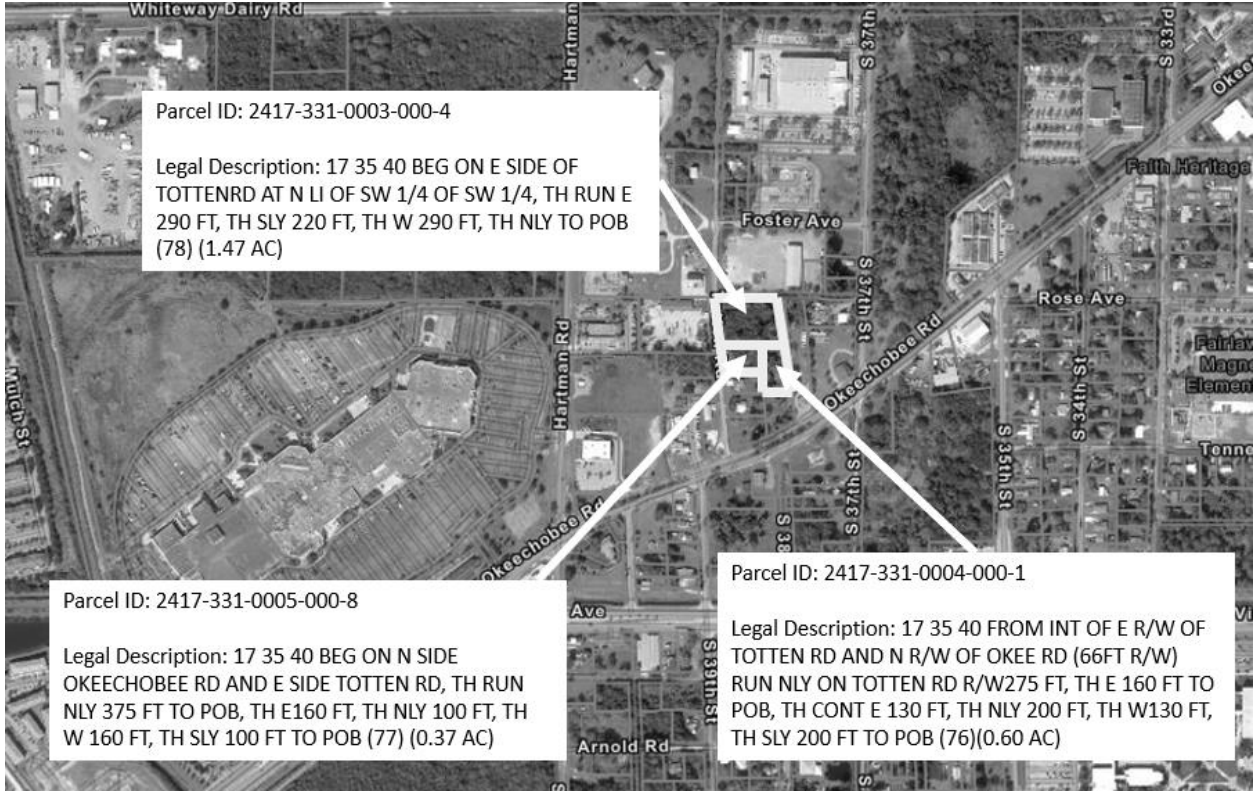
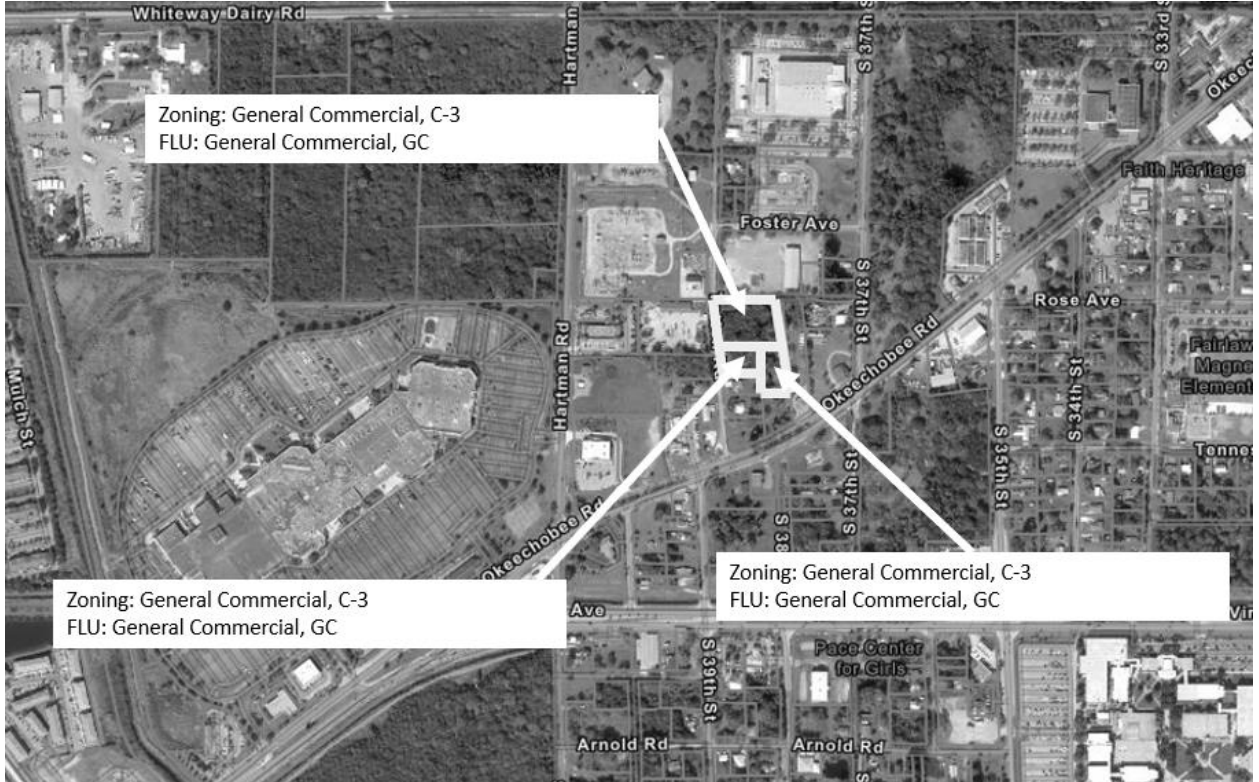


EXHIBIT B
Zoning & Future Land Use Designation Assignment





CITY OF FORT PIERCE

City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

APPLICANT

Daniel and Janica Jules

PROPERTY OWNER(S)

Daniel and Janica Jules

PARCEL ID #(S):

2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



SUMMARY

Request for review of an application for an annexation of three (3) parcels into the city, with a City Future Land Use of GC, General Commercial, and a City Zoning of C-3, General Commercial.

PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



SITE LOCATION



SITE AREA= 2.44 +/- Acres

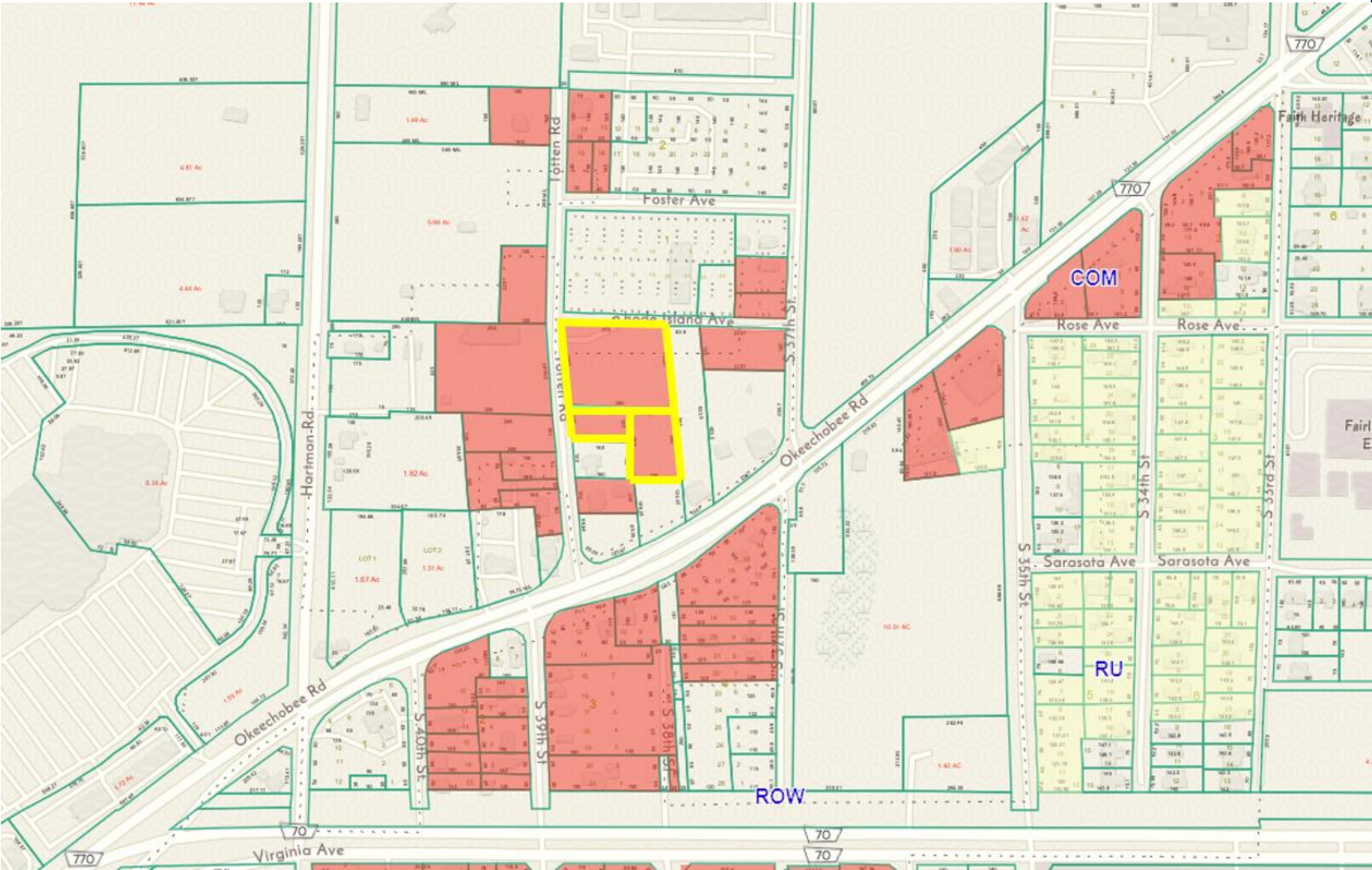
PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



EXISTING/PROPOSED FUTURE LAND USE

Current FLU: COM (Commercial – St. Lucie County)

Proposed FLU: GC (General Commercial – City of Fort Pierce)



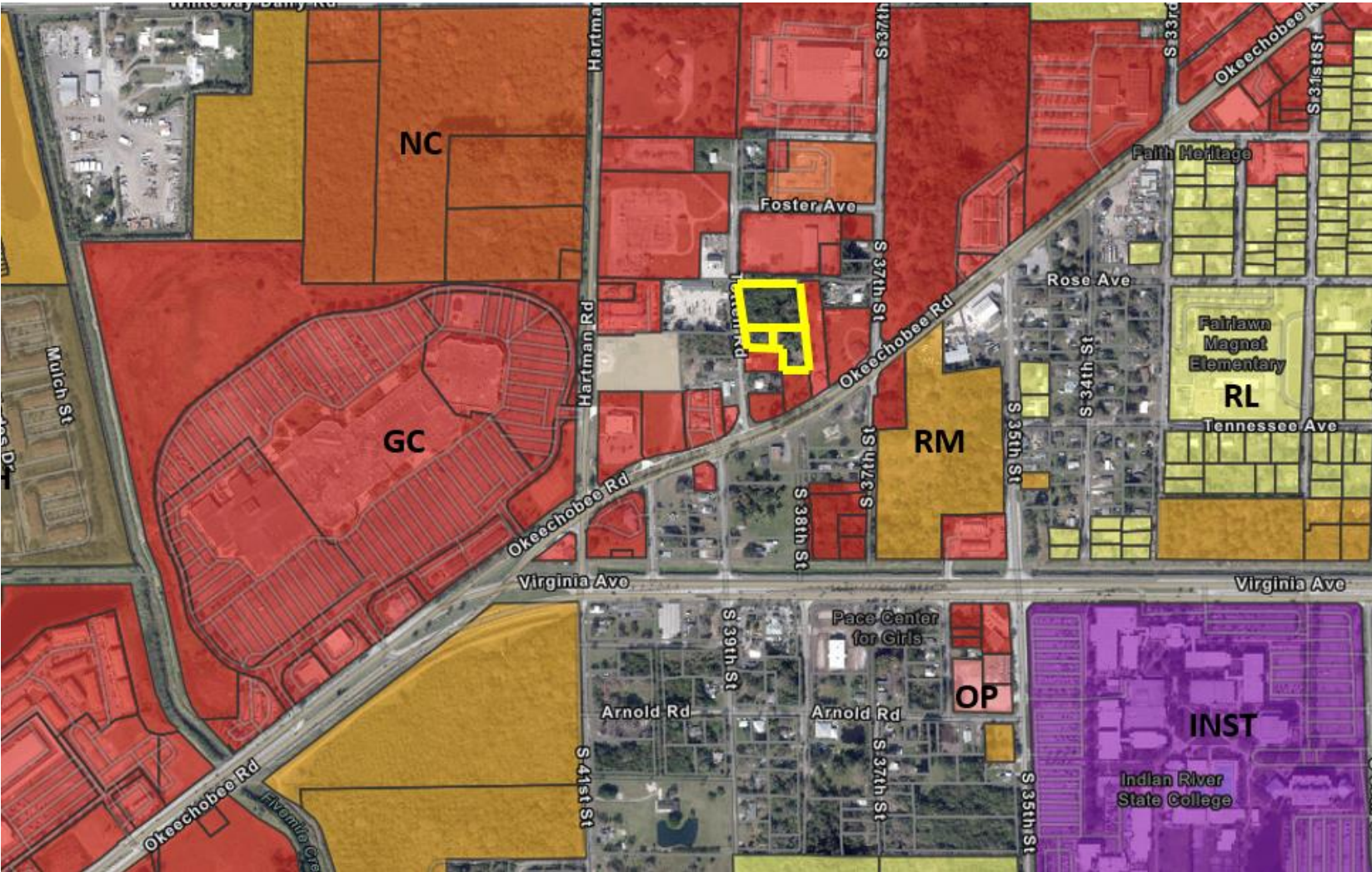
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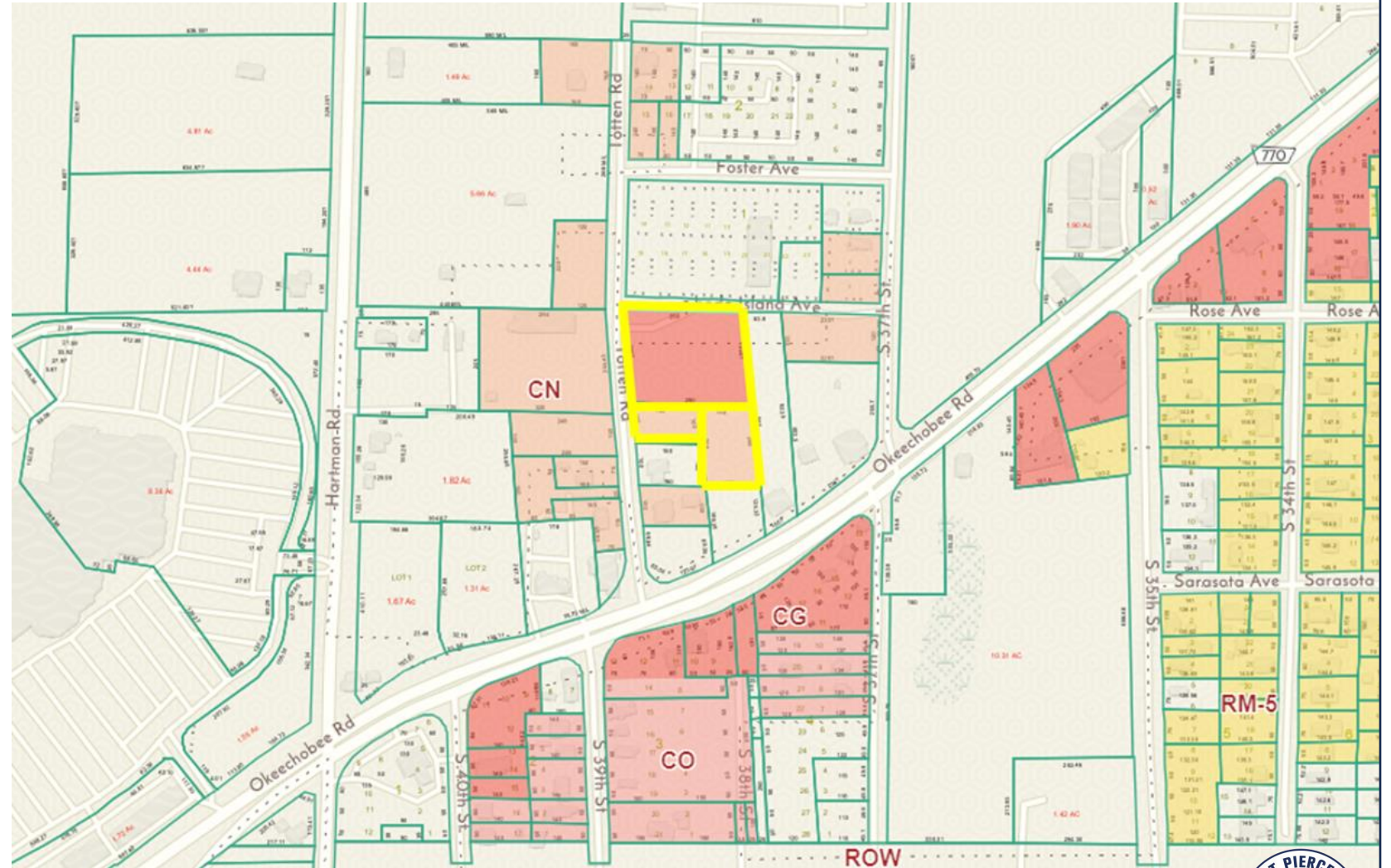
NAME OF PROJECT



EXISTING/PROPOSED ZONING

Currently Zoned: CG/CN (Commercial General and Commercial Neighborhood – St. Lucie County)

Proposed Zoning: C-3 (General Commercial– City of Fort Pierce)



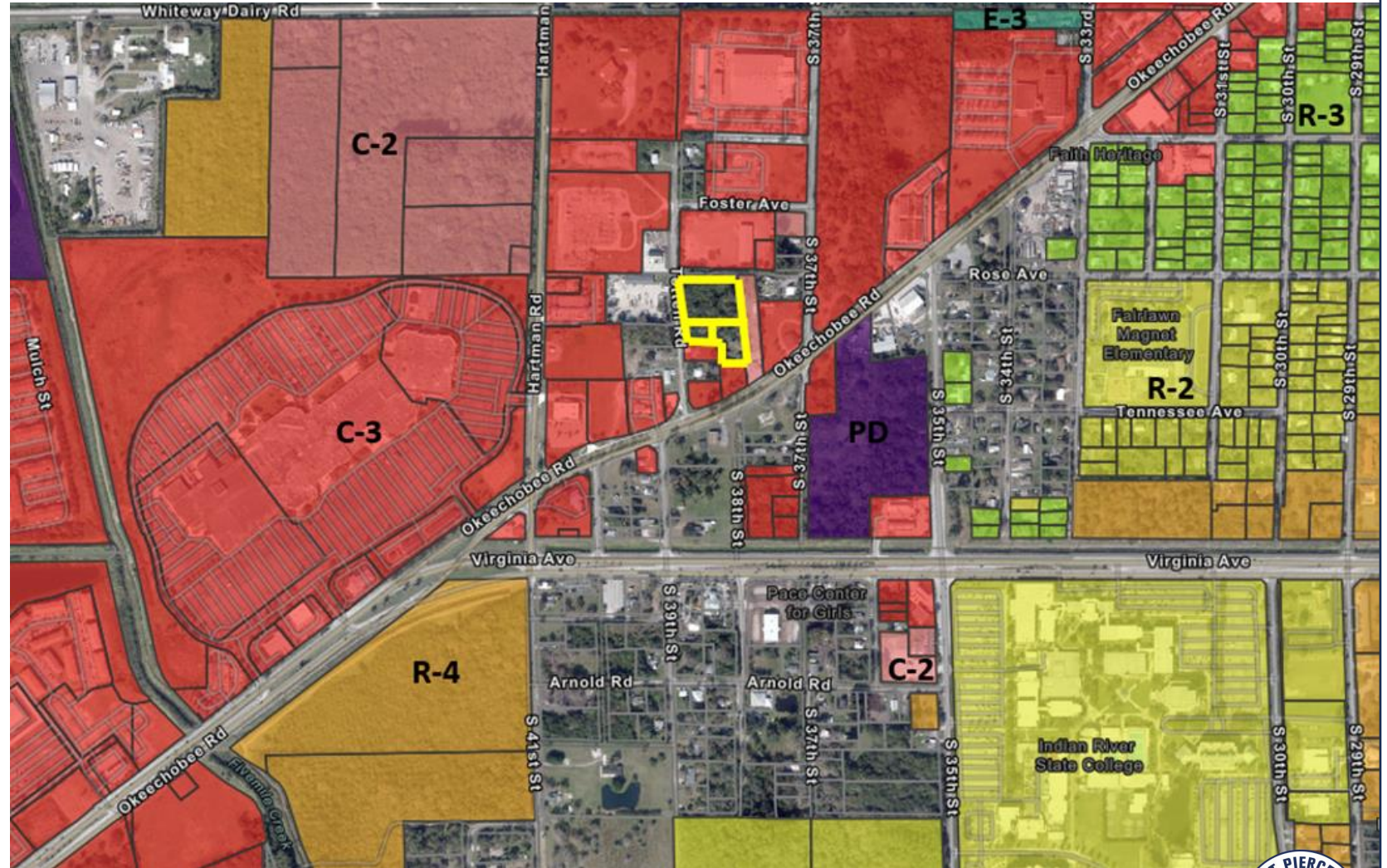
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PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



PLANNING BOARD

At their September 11th, 2023, meeting, the Planning Board voted unanimously to move this Annexation to City Commission with a recommendation of approval.



RECOMMENDATION

Staff recommendation is for City Commission to vote APPROVAL of the proposed Annexation.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.
2. Recommend Disapproval.

PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION





CITY OF FORT PIERCE

City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1



CITY OF FORT PIERCE

City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

APPLICANT

Daniel and Janica Jules

PROPERTY OWNER(S)

Daniel and Janica Jules

PARCEL ID #(S):

2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1

PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



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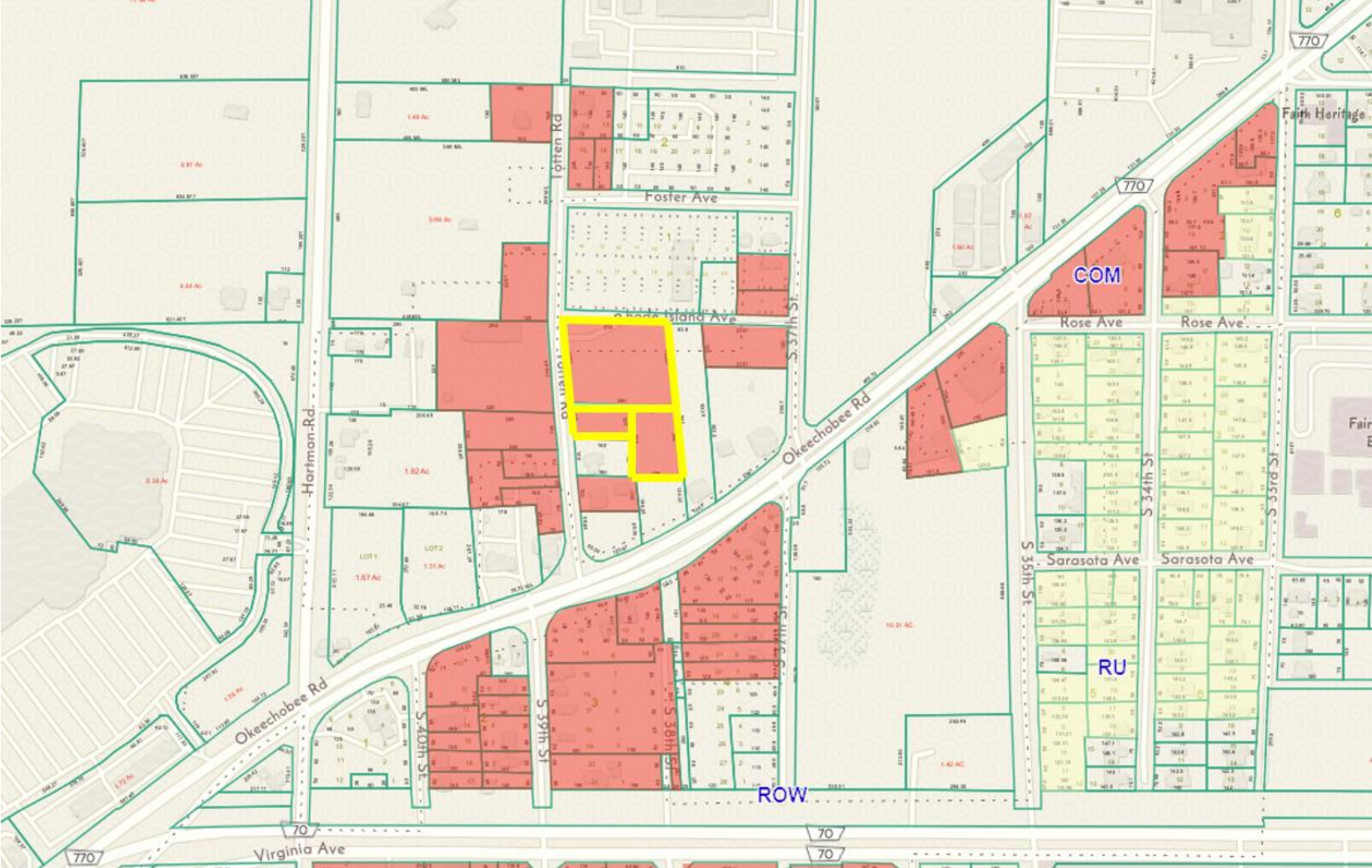
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Current FLU: COM (Commercial – St. Lucie County)

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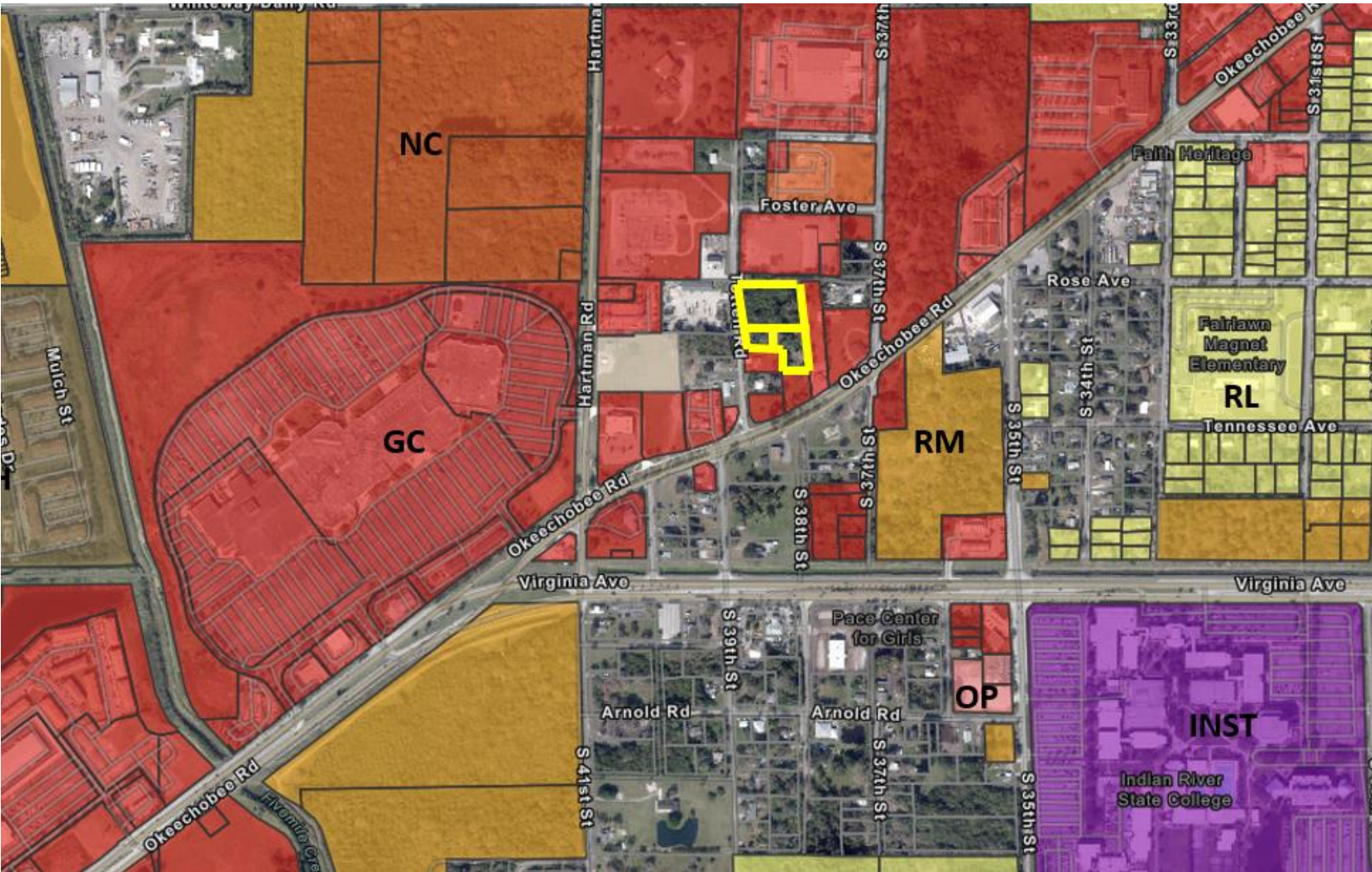
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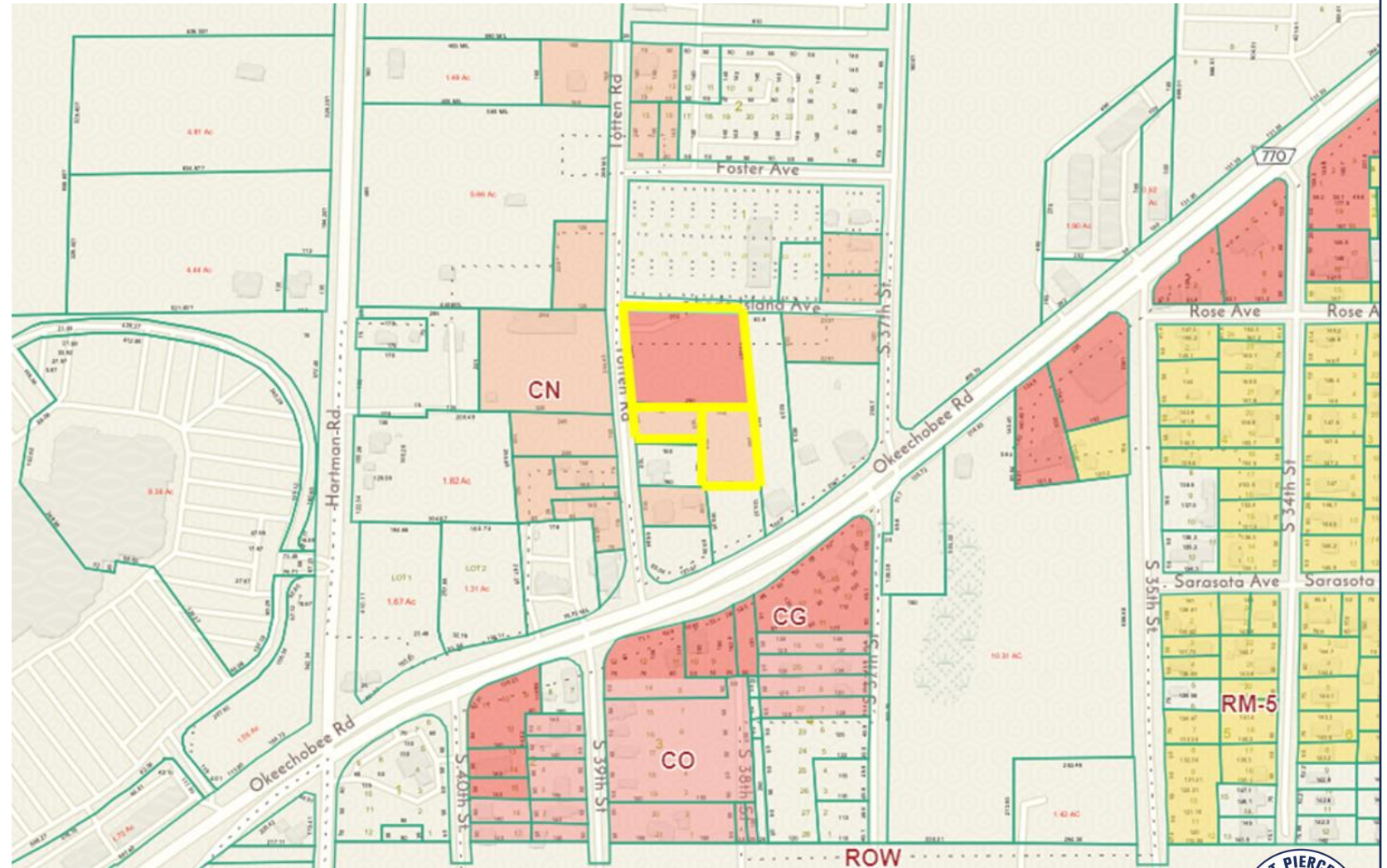
NAME OF PROJECT



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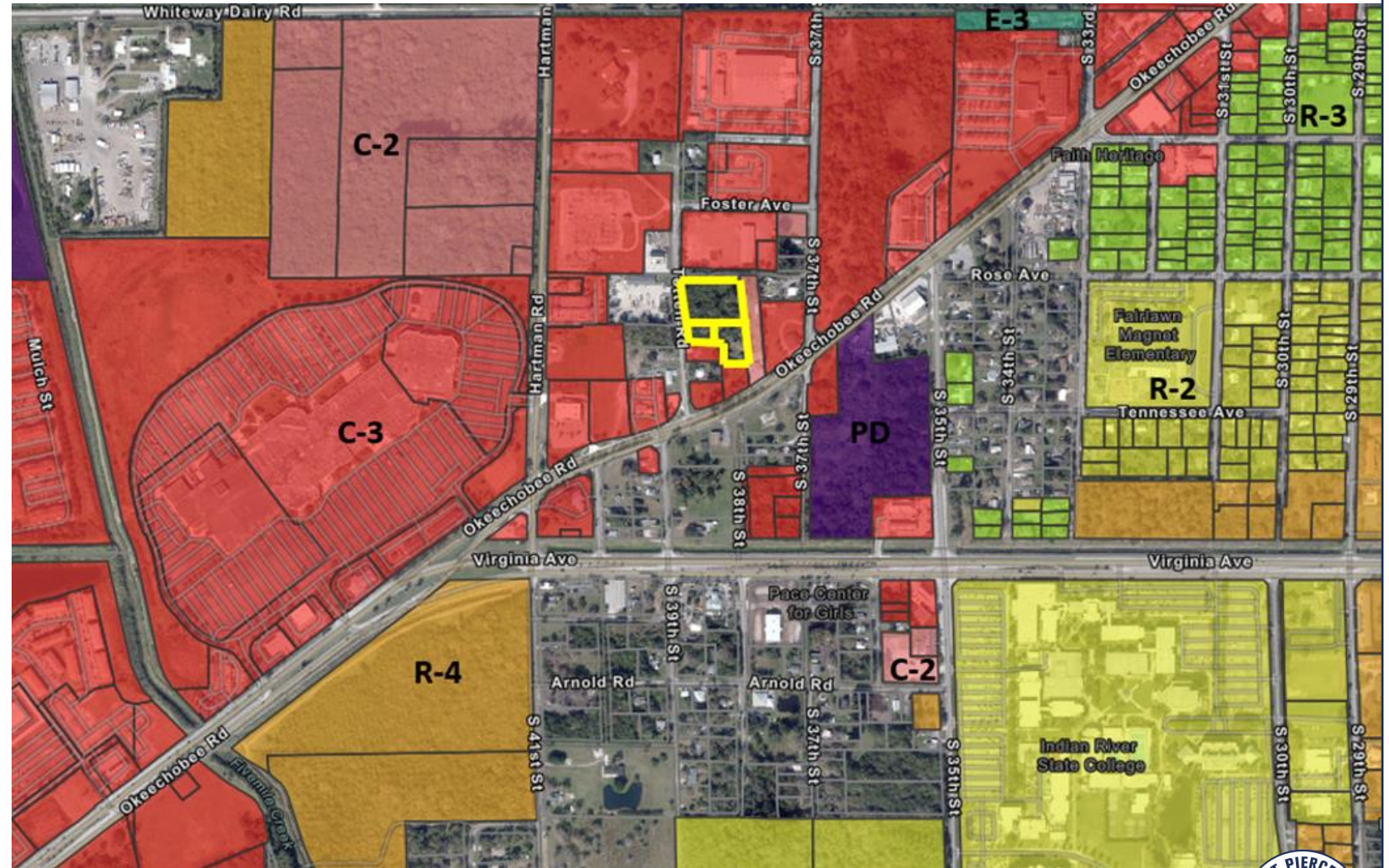
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CITY OF FORT PIERCE

City Commission

October 16th, 2023

Jules Annexation

Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1



CITY OF FORT PIERCE

PLANNING BOARD

September 11th, 2023

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Daniel and Janica Jules

PROPERTY OWNER(S)

Daniel and Janica Jules

PARCEL ID #(S):

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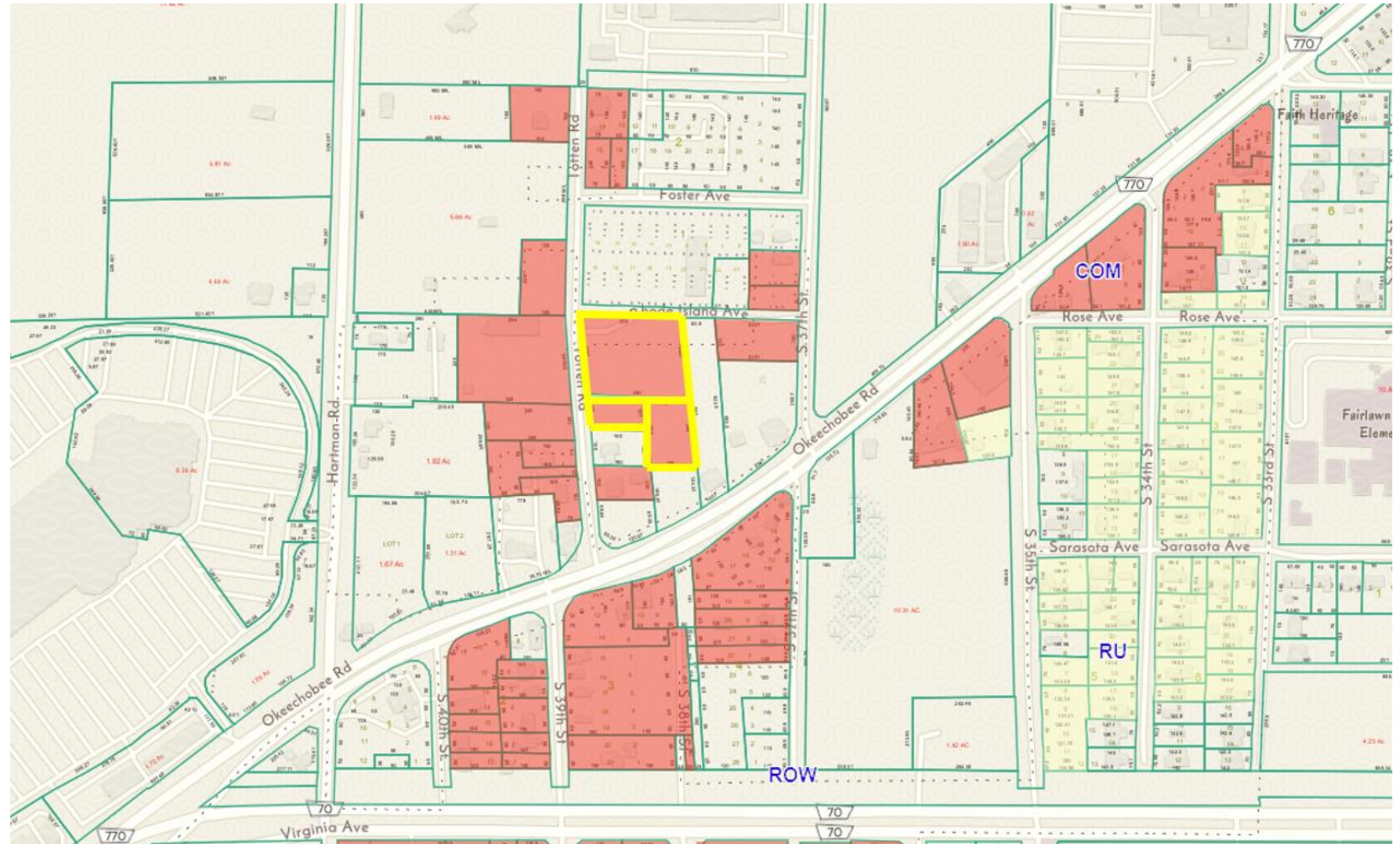
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EXISTING/PROPOSED FUTURE LAND USE

Current FLU: COM
(Commercial – St. Lucie
County)

Proposed FLU: GC (General
Commercial – City of Fort
Pierce)



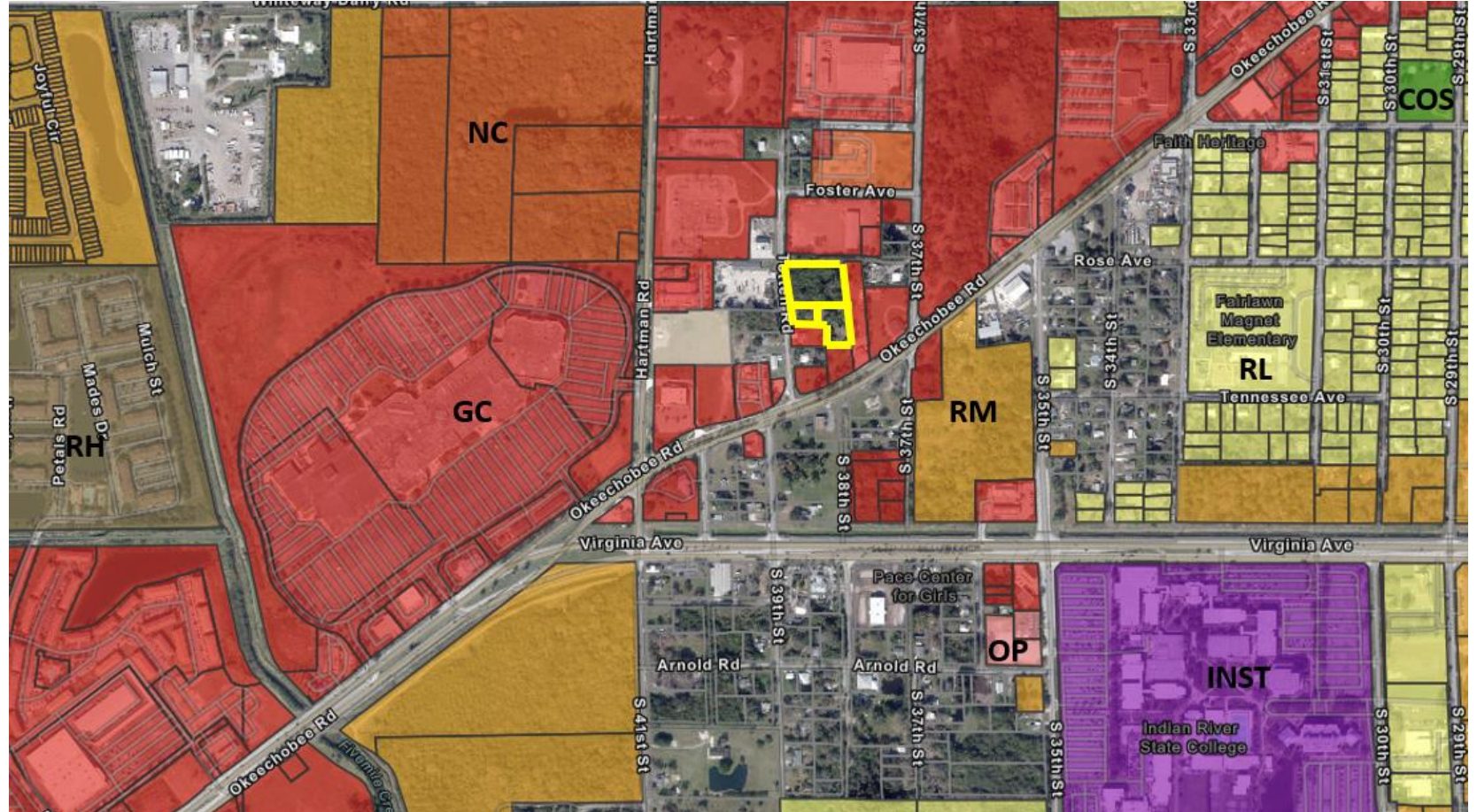
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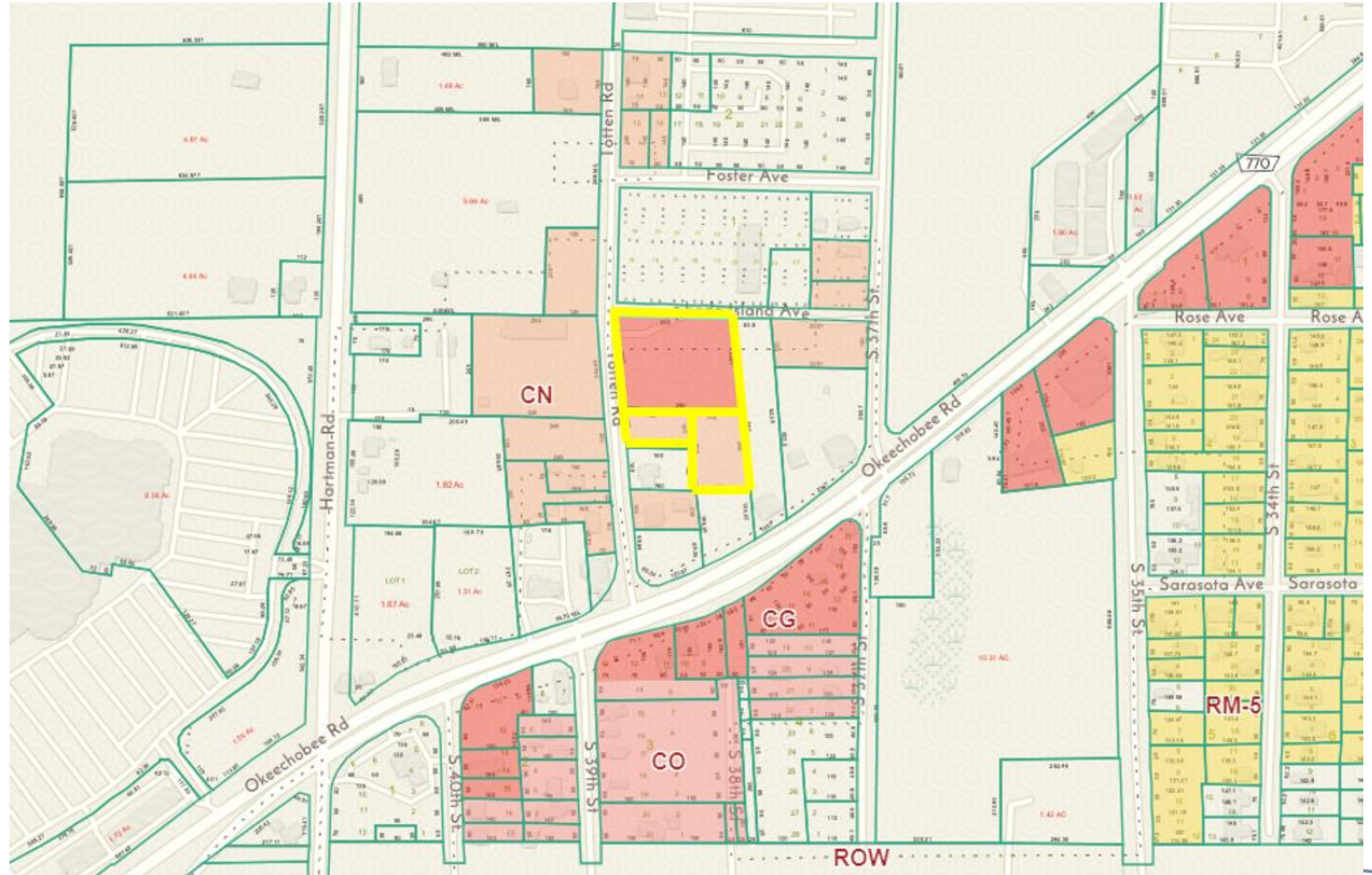
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Proposed Zoning: C-3
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Fort Pierce)



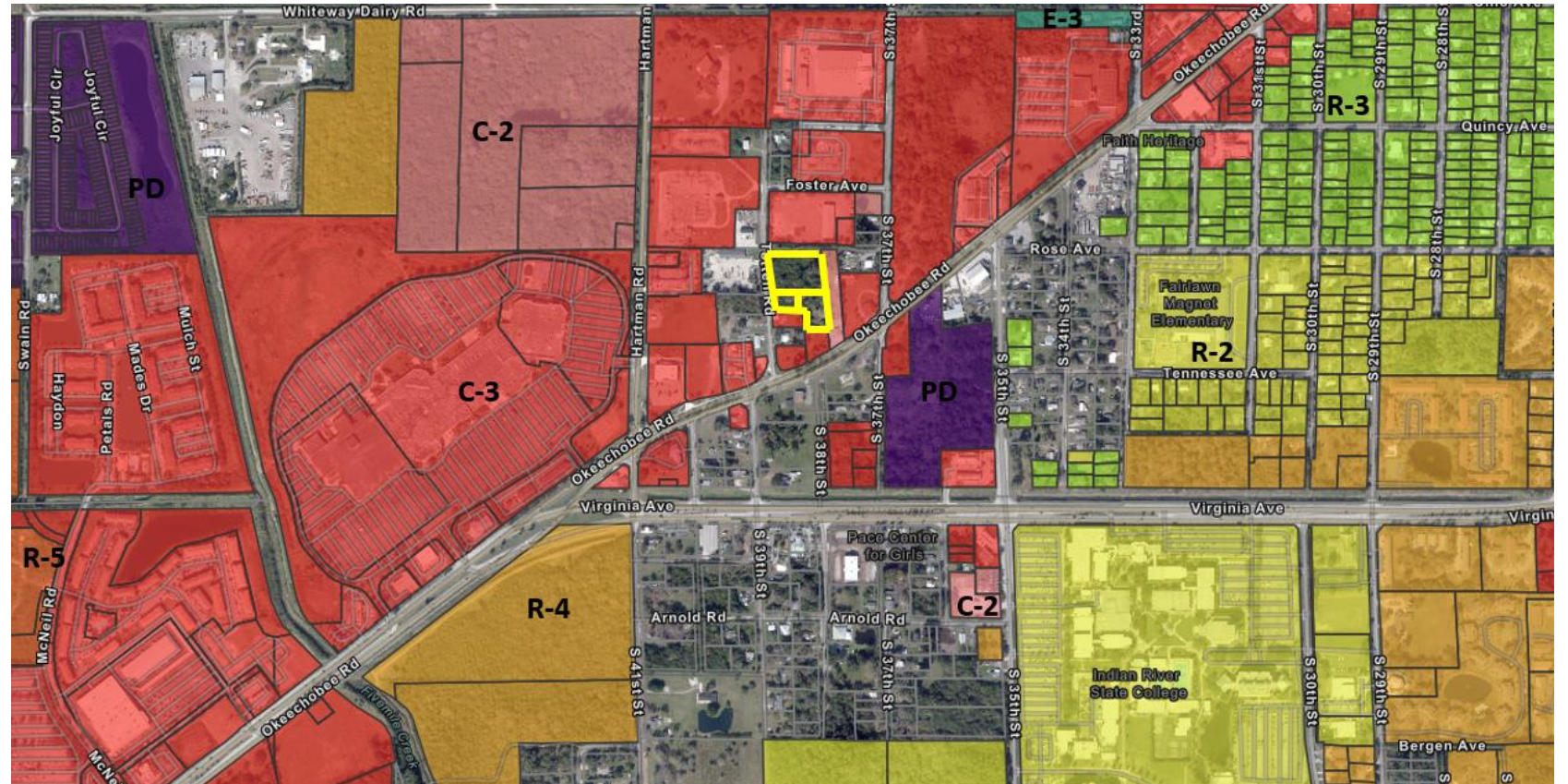
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Currently Zoned: CG/CN
(Commercial General and
Commercial Neighborhood –
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Proposed Zoning: C-3
(General Commercial– City of
Fort Pierce)



PARCEL IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1 – ANNEXATION



RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed Annexation for approval to City Commission.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.
2. Recommend Disapproval.



Daniel and Janica Jules
430 NW Airoso Blvd
Port St. Lucie, FL 34983

Subject: Annexation – Jules: Parcel IDs: 2417-331-0005-000-8, 2417-331-0003-000-4, 2417-331-0004-000-1 – Technical Review Committee Comments for August 17, 2023 TRC Meeting

City of Fort Pierce Planning Department

No comments at this time.

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

Comments may be forthcoming

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: The annexation request is approved,
Currently, only FPUA water service is available to serve this project.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application.
Approved

FPUA Gas Engineering: Approved

FPUAnet Fiber: FPUAnet approves. Fiber Service is available across the street.

Contribution of construction may be needed if client would like service from FPUAnet Communications.

Please contact Eric Peters at (772)468-1697 for Fiber internet requirements if service is desired.

St. Lucie County Fire District

No comments at this time

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

Comments may be forthcoming



September 13, 2023

Daniel S. McIntyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. McIntyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexations of properties located at or near east of Totten Road and south of Rhode Island Avenue, just north of Okeechobee Road in Fort Pierce, Florida, Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. The first reading of the prospective annexation is scheduled for the City Commission meeting on October 16, 2023, and the second reading is scheduled for the City Commission meeting on November 6, 2023.

Please find enclosed copies of the application and Technical Review Committee memo for these voluntary requests by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or project manager Vennis Gilmore, Senior Planner at 772-467-3742 with any questions you may have.

Sincerely,

Ryan Altizer

Ryan Altizer, Senior Planner

cc: Howard Tipton, County Administrator
Nick Mimms, P.E., City Manager
Kevin Freeman, Planning Director
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:

1. Technical Review Committee Memo
2. Application
3. Draft Ordinance



September 13, 2023

Mr. George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexations of properties located at or near east of Totten Road and south of Rhode Island Avenue, just north of Okeechobee Road in Fort Pierce, Florida, Parcel IDs: 2417-331-0003-000-4, 2417-331-0005-000-8 and 2417-331-0004-000-1. The first reading of the prospective annexation is scheduled for the City Commission meeting on October 16, 2023, and the second reading is scheduled for the City Commission meeting on November 6, 2023.

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Sincerely,

Ryan Altizer

Ryan Altizer, Senior Planner

cc: Howard Tipton, County Administrator
Nick Mimms, P.E., City Manager
Kevin Freeman, Planning Director
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:

1. Technical Review Committee Memo
2. Application
3. Draft Ordinance



APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: _____

2. Legal description of real property for which annexation is being requested:

Property Tax ID: _____

3. Size of described property: _____

4. Project description: _____

5. Current St. Lucie County Future Land Use Designation: _____

6. Current St. Lucie County Zoning: _____

7. Is this a Historic property? _____

8. Appraised value: _____

9. Name of Owner(s): _____

Signature of Owner(s): *J. Jules Daniel Jules* _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone _____

E-mail: _____

10. Name of Representative: _____

Signature of representative: _____

Mailing Address: _____

City) _____ State _____ Zip _____

Phone _____

E-mail: _____



APPLICATION FOR ANNEXATION

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Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: 3720 Okeechobee Rd, Ft Pierce (surrounding lots to annex over to city), Totten Rd, TBD, TBD

2. Legal description of real property for which annexation is being requested:
17 35 40 BEG ON E SIDE OF TOTTEMRD AT N LI OF SW 1/4 OF SW 14, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (76) (1.47 AC), 17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEMRD, TH RUN NLY 375 FT TO POB, 17 35 40 FROM INT OF E RAW OF TOTTEMRD AND N RAW OF OKEE RD (66FT RAW) RUN NLY ON TOTTEMRD RW275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)

Property Tax ID: (Already in city:2417-331-0002-000-7), 2417-331-0005-000-8, 2417-331-0003-000-4, 2417-331-0004-000-1

3. Size of described property: 1.47 acres, 0.37 acres, 0.60 acres

4. Project description: Event center - looking to build an event center on the parcels to cater to weddings and corporate events.

5. Current St. Lucie County Future Land Use Designation: Commercial General

6. Current St. Lucie County Zoning: Commercial Neighborhood, Commercial General

7. Is this a Historic property? No

8. Appraised value: \$200,000, \$30,000, \$50,000

9. Name of Owner(s): Daniel and Janica Jules

Signature of Owner(s): *J. Jules Daniel Jules*

Mailing Address: 430 NW Airoso Blvd

City Port St. Lucie State FL Zip 34983

Phone 561-856-7470

E-mail: janicajazz@gmail.com

10. Name of Representative: as above

Signature of representative: _____

Mailing Address: _____

City) _____ State _____ Zip _____

Phone _____

E-mail: _____

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING, LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0004-000-1

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO:2417-331-0002-000-8

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0005-0004

TOGETHER WITH:

GAP PARCEL

COMMENCING AT THE NORTHEAST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 89°45'27" WEST ALONG THE NORTH LINE OF SAID SW ¼ OF THE SW ¼ FOR 340.774 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2001, PAGE 1327 AND BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 05°08'12" EAST ALONG A LINE BEING 293.63 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST RIGHT OF WAY OF TOTTENS ROAD AS RECORDED IN DEED BOOK 88, PAGE 180 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FOR 546.52 FEET TO A NONTANGENTIAL INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD PER RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 23, PAGE 5 OF THE PUBLIC

RECORDS OF ST. LUCIE COUNTY, SAID POINT HAVING A RADIAL BEARING OF SOUTH 29°52'38" EAST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1870.08 FEET AND A CENTRAL ANGLE OF 0°09'29" FOR 5.16 FEET TO A 5/8" IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3980 AT PAGE 1476, THENCE RUN NORTH 05°08'12" WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 3980, PAGE 1476 AND OFFICIAL RECORDS BOOK 2001, PAGE 1326 BEING A LINE THAT IS 288.94 EASTERLY OF AND PARALLEL WITH EAST RIGHT OF WAY OF TOTTENS ROAD FOR 318.91 FEET TO AN INTERSECTION WITH THE NORTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1326 AND BEING A LINE THAT IS 229.33 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID SW ¼ OF THE SW ¼, THENCE RUN SOUTH 89°45'27" WEST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO THE EAST RIGHT OF WAY LINE OF TOTTEN ROAD PER DEED BOOK 88, PAGE 180; THENCE NORTH 05°08'12" WEST ALONG SAID RIGHT OF WAY LINE FOR 10.17 FEET TO AND INTERSECTION WITH THE SOUTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1329, BEING A LINE 219.20 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4. THENCE NORTH 89°45'27" EAST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2001, PAGE 1329 BEING A LINE THAT IS 288.94 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF TOTTENS ROAD; THENCE RUN NORTH 05°08'12" WEST ALONG SAID EAST LINE PARALLEL WITH TOTTENS ROAD FOR 220.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE SW 1/4 OF THE SW 1/4; THENCE NORTH 89°45'27" EAST FOR 4.71 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 5,508 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

THE COMBINATION OF PARCELS 1, 3, 4 AND GAP PARCEL CONTAINING A TOTAL OF 110,912 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.

Prepared by and Return To:
Monica McLaughlin
Fidelity National Title of Florida, Inc., Chelsea Title
Division
582 NW University Blvd, Suite 325
Port St. Lucie, FL 34986

Order No.: 61-21-0946

For Documentary Stamp Tax purposes the
consideration is \$440,000.00

Doc Stamp: \$3,080.00

APN/Parcel ID(s): 2417-331-0002-000-7;
2417-331-0003-000-4;
2417-331-0005-000-8;
2417-331-0004-000-4

WARRANTY DEED

THIS WARRANTY DEED dated January 18, 2023, by Young Cheal Hu and Tong Ja Hu, his wife, hereinafter called the grantor, to Daniel Jules and Janica Jules, a married couple, whose post office address is PO Box 31713, West Palm Beach, FL 33420, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Saint Lucie, State of Florida, to wit:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING. LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTHERLY PARALLEL WITH TOTTENS ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD, THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE, THENCE RUN NORTHERLY PARALLEL TO TOTTENS ROAD 585 FEET TO THE

WARRANTY DEED

(continued)

NORTH LINE OF SAID SW 1/4 OF SW 1/4, THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA AND EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Subject to easements, restrictions, reservations and limitations of record, if any.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Ashley Scipioni
Witness Signature

Ashley Scipioni
Print Name

Lucy Senseman
Witness Signature

Lucy Senseman
Print Name

Young Cheal Hu
Young Cheal Hu

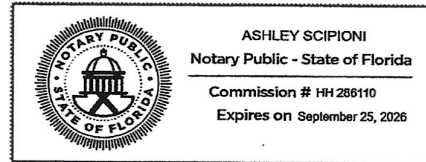
Yong Ja Hu
Tong Ja Hu A/K/A Yong Ja Hu

Address: 1696 SW Jamesport Dr
Port Saint Lucie, FL 34953

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of [] physical presence or online notarization, this 18th day of January 18, 2023, by Young Cheal Hu and Tong Ja Hu A/K/A Yong Ja Hu, to me known to be the person(s) described in or who has/have produced passport as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Ashley Scipioni
NOTARY PUBLIC
My Commission Expires:



Notarized online using audio-video communication

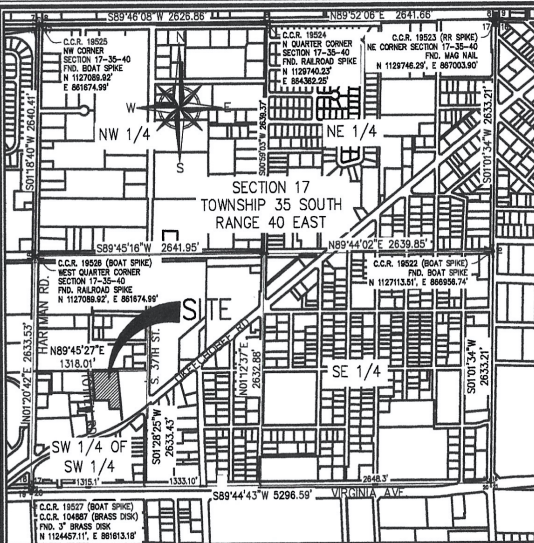
S:\2023 PROJECTS\23-49 Jan-Plan-Annex-Parcel-Map-17-35-40\Map-17-35-40\23-49-Annex-Parcel-Map-17-35-40.dwg, Layered, 6/8/2023 9:05:41 AM, DWG TO PDF.pc3, CD-2009AS, CD-2009AS

SURVEYOR'S NOTES

1. THE BEARINGS COORDINATES AND DISTANCES AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED (NAD 83/90), US SURVEY FEET, FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°45'27"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 4 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

ABBREVIATIONS

C.C.R.	CERTIFIED CORNER RECORD	PG.	PAGE
Δ	DELTA (CENTRAL) ANGLE	P.L.S.	PROFESSIONAL LAND SURVEYOR
D.B.	DEED BOOK	P.O.B.	POINT OF BEGINNING
L	LENGTH	P.O.C.	POINT OF COMMENCEMENT
LB	LICENSED BUSINESS	R	RADIUS
NO.	NUMBER	RPB	ROAD PLAT BOOK
O.R.B.	OFFICIAL RECORDS BOOK	R/W	RIGHT OF WAY
P.B.	PLAT BOOK	S.R.	STATE ROAD



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JUNE 7, 2023, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
A DIVISION OF HALEY WARD, INC.

Elizabeth A Lindsay

Digitally signed by Elizabeth A Lindsay
DN: c=US, o=BetsyLindsayInc,
dnQualifier=A01410D00000183D78E2D2E0002D47D,
cn=Elizabeth A Lindsay
Date: 2023.06.08 09:12:03 -04'00'



ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON June 8, 2023

SHEET NO. <u>1</u>	<u>DATE</u>	<u>REVISIONS</u>
OF <u>4</u> SHEETS		
PROJECT NO.		
21-143		

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF
SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION

ANNEXATION PARCELS

DATE <u>06/07/2023</u>
SCALE <u>NOT TO SCALE</u>
FIELD BK.
DRAWING BY <u>D.B.</u>
CHECKED BY <u>E.A.L.</u>

B BETSY LINDSAY, INC.

A DIVISION OF HALEY WARD, INC.

7897 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772) 288-5755 (772) 284-0037 FAX
LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

ANNEXATION PARCELS

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING, LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0004-000-1

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0002-000-8

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL ID NO: 2417-331-0005-0004

(CONTINUED ON SHEET 3)

S:\2022 PROJECTS\21-143 Joe-Reference\dwg\SET-ANNEX_ANNEX-3\22-TOTTEN.dwg, Layer2, 06/20/2023 9:05:29 AM, DWG TO PDF.plt, 00-200000, 00-200000

SHEET NO. <u>2</u>
OF <u>4</u> SHEETS
PROJECT NO.
<u>21-143</u>

DATE	REVISIONS

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF
SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
ANNEXATION PARCELS

DATE <u>06/07/2023</u>
SCALE <u>NOT TO SCALE</u>
FIELD BK.
DRAWING BY <u>D.B.</u>
CHECKED BY <u>E.A.L.</u>

B	BETSY LINDSAY, INC.
	A DIVISION OF HALEY WARD, INC.
7907 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)280-6750 (772)280-6937 FAX LICENSED BUSINESS NO. 8482	

LEGAL DESCRIPTION

ANNEXATION PARCELS (CONTINUED FROM SHEET 2)

TOGETHER WITH:

GAP PARCEL

COMMENCING AT THE NORTHEAST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 89°45'27" WEST ALONG THE NORTH LINE OF SAID SW ¼ OF THE SW ¼ FOR 340.774 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2001, PAGE 1327 AND BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 05°08'12" EAST ALONG A LINE BEING 293.63 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST RIGHT OF WAY OF TOTTENS ROAD AS RECORDED IN DEED BOOK 88, PAGE 180 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FOR 546.52 FEET TO A NONTANGENTIAL INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD PER RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 23, PAGE 5 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, SAID POINT HAVING A RADIAL BEARING OF SOUTH 29°52'38" EAST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1870.08 FEET AND A CENTRAL ANGLE OF 0°09'29" FOR 5.16 FEET TO A 5/8" IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3980 AT PAGE 1476, THENCE RUN NORTH 05°08'12" WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 3980, PAGE 1476 AND OFFICIAL RECORDS BOOK 2001, PAGE 1326 BEING A LINE THAT IS 288.94 EASTERLY OF AND PARALLEL WITH EAST RIGHT OF WAY OF TOTTENS ROAD FOR 318.91 FEET TO AN INTERSECTION WITH THE NORTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1326 AND BEING A LINE THAT IS 229.33 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID SW ¼ OF THE SW ¼, THENCE RUN SOUTH 89°45'27" WEST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO THE EAST RIGHT OF WAY LINE OF TOTTEN ROAD PER DEED BOOK 88, PAGE 180; THENCE NORTH 05°08'12" WEST ALONG SAID RIGHT OF WAY LINE FOR 10.17 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF OFFICIAL RECORDS BOOK 2001, PAGE 1329, BEING A LINE 219.20 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4. THENCE NORTH 89°45'27" EAST ALONG SAID PARALLEL LINE FOR 290.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2001, PAGE 1329 BEING A LINE THAT IS 288.94 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF TOTTENS ROAD; THENCE RUN NORTH 05°08'12" WEST ALONG SAID EAST LINE PARALLEL WITH TOTTENS ROAD FOR 220.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE SW 1/4 OF THE SW 1/4; THENCE NORTH 89°45'27" EAST FOR 4.71 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 5,508 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

THE COMBINATION OF PARCELS 1, 3, 4 AND GAP PARCEL CONTAINING A TOTAL OF 110,912 SQUARE FEET OR 2.55 ACRES, MORE OR LESS.

SHEET NO. 3
OF 4 SHEETS
PROJECT NO.
21-143

DATE	REVISIONS

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

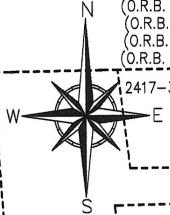
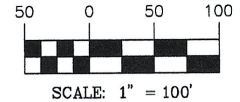
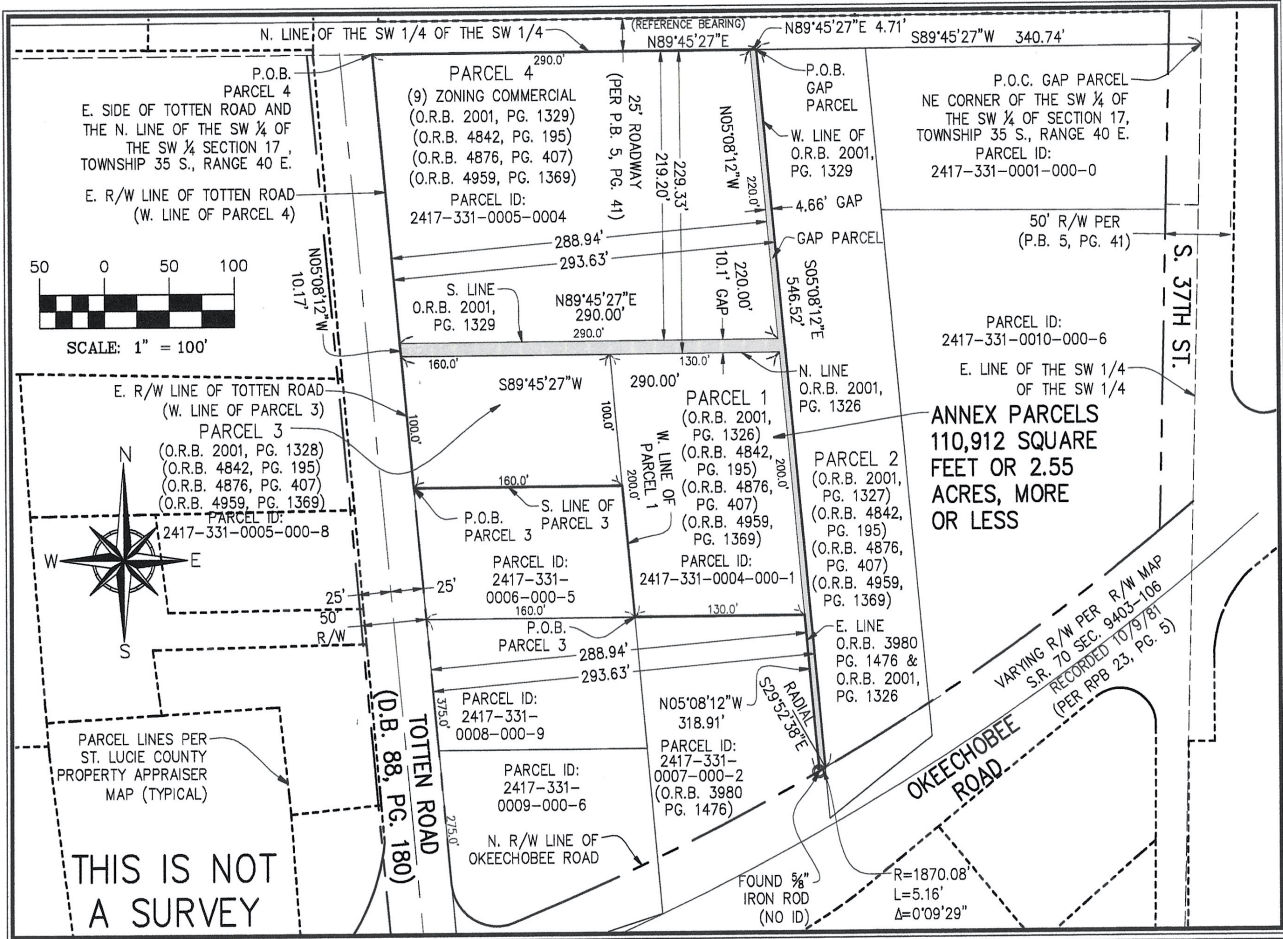
SKETCH AND LEGAL DESCRIPTION
ANNEXATION PARCELS

DATE 06/07/2023
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY DB
CHECKED BY EAL

B Betsy Lindsay, Inc.
A DIVISION OF HALEY WARD, INC.
7907 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772) 289-5788 (772) 289-5923 FAX
LICENSED BUSINESS NO. 8482

S:\2023 PROJECTS\21-143 Joe-Ryan\dwg\SET-ANNEX-1\22-TOTTE.dwg, Layer: 06/23/2023 09:48 AM, DWG TO PDF.plt, 06-2023, 06-2023

S:\2021 PROJECTS\21-143 Job-Related\dwg\ANNEX-1\DWG-1\21-143-TOTTEN.dwg, Layer: 0, 6/2/2023 9:04:40 AM, DWG TO PDF, PLT, ID: 20096, ID: 20096



SHEET NO. 4
OF 4 SHEETS
PROJECT NO. 21-143

DATE	REVISIONS

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17-35-40, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION

ANNEXATION PARCELS

DATE 06/01/2023
 SCALE 1" = 100'
 FIELD BK.
 DRAWING BY DB
 CHECKED BY EAL

B Betsy LINDSAY, INC.
 A DIVISION OF HALEY WARD, INC.
 7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
 (772) 286-5759 (772) 286-5933 FAX
 LICENSED BUSINESS NO. 8862

Property Identification

Site Address: 3720 OKEECHOBEE RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1100
Account #: 26494
Map ID: [24/17S](#)
Zoning: Neighborho

Ownership

Daniel Jules
Janica Jules
PO Box 31713
West Palm Beach, FL 33420

Legal Description

17 35 40 FROM NE COR OF SW 1/4 OF SW 1/4 RUN W 256.97 FT TO POB, TH RUN SLY 523.5 FT TO N SIDE OF OKEECHOBEE RD, TH RUN SWLY ON RD 100 FT, TH RUN NLY 585FT TO N LI OF SW 1/4 OF SW 1/4, TH RUN E 83.5 FT TO POB-LESS RDS AND CANALS- (79) (1.06 AC)

Current Values

Just/Market Value:	\$204,400
Assessed Value:	\$149,380
Exemptions:	\$0
Taxable Value:	\$149,380

Property taxes are subject to change upon change of ownership.

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



Total Areas

Finished/Under Air (SF):	2,097
Gross Sketched Area (SF):	2,097
Land Size (acres):	1.06
Land Size (SF):	46,173.6

Building Design Wind Speed

Occupancy Category I II III
Speed 140 150 160

Sources/links:

Property Identification

Site Address: TOTTEN RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0003-000-4
Jurisdiction: Saint Lucie County

Use Type: 1000
Account #: 26495
Map ID: [24/17S](#)
Zoning: Comm Genra

Ownership

Daniel Jules
Janica Jules
PO Box 31713
West Palm Beach, FL 33420

Legal Description

17 35 40 BEG ON E SIDE OF TOTTENRD AT N LI OF SW 1/4 OF SW 1/4, TH RUN E 290 FT, TH SLY 220 FT, TH W 290 FT, TH NLY TO POB (78) (1.47 AC)



Current Values

Just/Market Value:	\$156,900
Assessed Value:	\$61,600
Exemptions:	\$0
Taxable Value:	\$61,600

Property taxes are subject to change upon change of ownership.

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	1.47
Land Size (SF):	64,033.2

Building Design Wind Speed

Occupancy Category **I** **II** **III**
Speed 140 150 160
[Sources/links:](#)

Property Identification

Site Address: TBD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0005-000-8
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 26498
Map ID: **24/17S**
Zoning: Comm Neigh

Ownership

Daniel Jules
Janica Jules
PO Box 31713
West Palm Beach, FL 33420

Legal Description

17 35 40 BEG ON N SIDE OKEECHOBEE RD AND E SIDE TOTTEN RD, TH RUN NLY 375 FT TO POB, TH E160 FT, TH NLY 100 FT, TH W 160 FT, TH SLY 100 FT TO POB (77) (0.37 AC)



Current Values

Just/Market Value:	\$31,500
Assessed Value:	\$17,061
Exemptions:	\$0
Taxable Value:	\$17,061

Property taxes are subject to change upon change of ownership.

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.37
Land Size (SF):	16,117.2

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Property Identification

Site Address: TBD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-331-0004-000-1
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 26496
Map ID: 24/17S
Zoning: Comm Neigh

Ownership

Daniel Jules
Janica Jules
PO Box 31713
West Palm Beach, FL 33420

Legal Description

17 35 40 FROM INT OF E R/W OF TOTTEN RD AND N R/W OF OKEE RD (66FT R/W) RUN NLY ON TOTTEN RD R/W275 FT, TH E 160 FT TO POB, TH CONT E 130 FT, TH NLY 200 FT, TH W130 FT, TH SLY 200 FT TO POB (76)(0.60 AC)

Current Values

Just/Market Value:	\$51,000
Assessed Value:	\$27,588
Exemptions:	\$0
Taxable Value:	\$27,588

Property taxes are subject to change upon change of ownership.

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

Image
or
Sketch
available
for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.6
Land Size (SF):	26,136

Building Design Wind Speed

Occupancy Category I II III
Speed 140 150 160
Sources/links:

Prepared by and Return To:

Monica McLaughlin
Fidelity National Title of Florida, Inc., Chelsea Title
Division
582 NW University Blvd, Suite 325
Port St. Lucie, FL 34986

Order No.: 61-21-0946

For Documentary Stamp Tax purposes the
consideration is \$440,000.00

Doc Stamp: \$3,080.00

APN/Parcel ID(s): 2417-331-0002-000-7;
2417-331-0003-000-4;
2417-331-0005-000-8;
2417-331-0004-000-4

WARRANTY DEED

THIS WARRANTY DEED dated January 18, 2023, by Young Cheal Hu and Tong Ja Hu, his wife, hereinafter called the grantor, to Daniel Jules and Janica Jules, a married couple, whose post office address is PO Box 31713, West Palm Beach, FL 33420, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Saint Lucie, State of Florida, to wit:

PARCEL 1:

FROM THE INTERSECTION OF EAST RIGHT OF WAY LINE OF TOTTEN ROAD WITH NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD, RUN NORTHERLY ON EAST LINE OF TOTTEN ROAD, 275 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 130 FEET; THENCE NORTHERLY 200 FEET; THENCE WEST 130 FEET; THENCE SOUTHERLY 200 FEET TO POINT OF BEGINNING. LOCATED IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SAID SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTHERLY PARALLEL WITH TOTTENS ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD, THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE, THENCE RUN NORTHERLY PARALLEL TO TOTTENS ROAD 585 FEET TO THE

WARRANTY DEED

(continued)

NORTH LINE OF SAID SW 1/4 OF SW 1/4, THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA AND EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

PARCEL 3:

FROM THE INTERSECTION OF THE NORTH SIDE OF OKEECHOBEE ROAD AND THE EAST SIDE OF TOTTEN ROAD, RUN NORTHERLY ALONG EAST SIDE OF TOTTEN ROAD A DISTANCE OF 375 FEET TO POINT OF BEGINNING; THENCE EAST PARALLEL WITH NORTH SIDE OF SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA A DISTANCE OF 160 FEET THENCE NORTHERLY PARALLEL WITH TOTTEN ROAD 100 FEET, THENCE WESTERLY 160 FEET TO EAST SIDE OF TOTTEN ROAD THENCE SOUTHERLY ALONG EAST SIDE OF TOTTEN ROAD 100 FEET TO POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

BEGIN ON THE EAST SIDE OF TOTTEN ROAD AT THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN EAST 290 FEET, THENCE IN A SOUTHERLY DIRECTION 220 FEET MORE OR LESS, TO AN ESTABLISHED CORNER, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST SIDE OF TOTTEN ROAD, THENCE NORTH TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Subject to easements, restrictions, reservations and limitations of record, if any.

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Ashley Scipioni
Witness Signature

Ashley Scipioni
Print Name

Young Cheal Hu
Young Cheal Hu

Yong Ja Hu
Tong Ja Hu A/K/A Yong Ja Hu

Lucy Senseman
Witness Signature

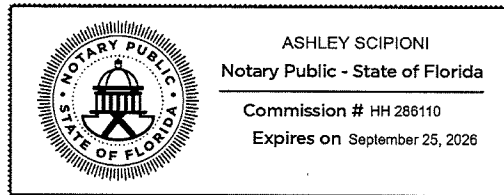
Lucy Senseman
Print Name

Address: 1696 SW Jamesport Dr
Port Saint Lucie, FL 34953

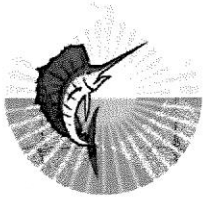
State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of [] physical presence or online notarization, this 18th day of January 18, 2023, by Young Cheal Hu and Tong Ja Hu A/K/A Yong Ja Hu, to me known to be the person(s) described in or who has/have produced passport as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Ashley Scipioni
NOTARY PUBLIC
My Commission Expires:



Notarized online using audio-video communication



PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Jules Annexation

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: 10/7/2023 and 10/15/2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Ryan Altizer

TITLE: Senior Planner

SIGNATURE: *Ryan Altizer*

DATE: 10/3/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RUN TWICE: Sunday, October 7, 2023
Sunday, October 15, 2023

SEND PROOF OF PUBLICATION TO: LINDA W. COX, CITY CLERK

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, October 16, 2023, and Monday, November 6, 2023 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m.; said ordinances entitled:

ORDINANCE NO. 23-055: AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (3) PARCELS AT OR NEAR EAST OF TOTTEN ROAD AND SOUTH OF RHODE ISLAND AVENUE JUST NORTH OF OKEECHOBEE ROAD, PARCEL IDS: 2417-331-0003-000-4, 2417-331-0005-000-8 AND 2417-331-0004-000-1, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTIES AND PLACE THEM ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTIES; 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.

(INSERT MAP HERE)

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. The Quasi-Judicial procedures can be found on the City's

website: <https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>. 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: 10/1/2023 & 10/15/2023



TO: RYAN ALTIZER, SENIOR PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ANNEXATION - JULES ANNEXATION - PARCEL IDS: 2417-331-0005-000-8, 2417-331-0003-000-4 AND 2417-331-0004-000-1

CAO RLS FILE: 23-244

DATE: SEPTEMBER 25, 2023

I have reviewed the above Request for Legal Services (RLS) related to a draft Ordinance for the Jules Annexation. I have made some minor revisions and comments on the draft Ordinance. It has been uploaded to Agenda Quick with Track Changes.

With the revisions incorporated and the confirmation or correction of the location as marked in Section 1, the Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

City Commission Regular Meeting - 5:05 pm

12. d.

Meeting Date: 11/06/2023

Re: PORF Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 23-059 Amending Chapter 2, Article IV, Division 5, Police Officers' Retirement/Pension Fund to modify definitions and clarify benefit commence date.
FIRST READING

SUMMARY:

The Board of Trustees of the Police Officers Retirement Trust Fund is recommending changes to make the definition of police office consistent with state statutes and clearly defining the commencement date for payments of benefits.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Police Officer Retirement Trust Fund Attorney
Finance Department

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

23-059

No actuarial Impact letter

Business Impact Estimate

RLS Approval

Form Review

Inbox

City Manager

Reviewed By

Nick Mimms

Date

10/13/2023 08:44 AM

Form Started By: Linda Cox
Final Approval Date: 10/13/2023

Started On: 10/12/2023 04:04 PM

ORDINANCE NO. 23-059

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA **CHAPTER 2**, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, **POLICE OFFICERS' RETIREMENT/PENSION FUNDS**, SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND; BY AMENDING SECTION 2-381, DEFINITIONS, TO REFLECT THE DEFINITION OF POLICE OFFICER CONTAINED IN FLORIDA STATUTE § 185.02(16); BY AMENDING SECTIONS 2-386 AND 2-387 TO PROVIDE FOR THE BENEFIT COMMENCEMENT DATE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 185, Florida Statutes, provides for a definition of a police officer;

WHEREAS, the Board of Trustees of the Police Officer's Retirement Trust Fund ("Fund") recommends incorporating Chapter 185's definition of a police officer into the Fund;

WHEREAS, the commencement date for the payment of benefit is not clearly stated in the City Code;

WHEREAS, the Board of Trustees recommends codifying the commencement date into the Plan provisions;

WHEREAS, to implement the change, it is necessary to amend the Plan; and

WHEREAS, the City Commission and administration upon review of the Plan are desirous of amending the Plan.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. Section 2-381 of Subdivision II, of Division 5 of Article IV, Chapter 2 of the City Code, is hereby amended so that the same shall read as follows:

Police officer means ~~any duly appointed and enrolled police officer in the regular full-time employ of the city.~~ any person defined as such under F.S. § 185.02(16), as amended from time to time.

Section 2. Section 2-386 of Subdivision II, of Division 5 of Article IV, Chapter 2 of the City Code, is hereby amended so that the same shall read as follows:

Sec. 2-386. Retirement.

(a) *Normal retirement date.* The normal retirement date for participants retiring on or after October 1, 1999, shall be age 55 or older with ten or more years' service. With the consent of the board of trustees, a participant may retire within the ten-year period prior to his normal retirement date and in such an event the cash accumulated under this plan may be applied to purchase an actuarially reduced pension at such earlier retirement date. A participant may also retire with no reduction in pension benefits after obtaining 25 or more years of credited service.

(b) *Amount of retirement income.*

(1) Each police officer who is a participant in the plan shall be entitled to two percent of his average monthly salary for each year of service from the effective date (July 29, 1958) until his normal retirement date, subject to the following limitations:

a. Credited service is limited to a maximum of 30 years; and

b. Retirement income under this section is limited to a maximum of the greater figure as computed by either two percent of average monthly salary with a \$1,000.00 per month maximum (based on 30 years' credited service) or one percent of average monthly salary with no maximum per month (based on 30 years' maximum service).

(2) The normal retirement income at normal retirement date provided under this plan shall be a retirement annuity guarantee payable for ten years certain and for lifetime thereafter. The benefit provided under this plan shall be increased to the extent required to ensure that the benefit provided under this plan and the benefit provided under the retirement system for officers and employees of participating employers are actuarially equivalent to a retirement annuity of two percent per year of service guaranteed for ten years certain and for lifetime thereafter. If a retired member has elected an option with a joint pensioner or beneficiary and his retirement income benefits have commenced, he may thereafter change the designated joint pensioner or beneficiary up to two times in accordance with F.S. § 185.341 without the approval of the board of trustees or the current joint annuitant or beneficiary. The retired member is not required to provide proof of the good health of the joint annuitant or beneficiary being removed and the joint annuitant or beneficiary being removed need not be living. Any retired member who desires to change his joint annuitant or beneficiary shall file with the board of trustees a notarized notice of such change. Upon receipt of a completed change of joint annuitant form or such other notice, the board of trustees shall adjust the retired member's monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the member's current benefit and there is no impact to the plan. No retired member's current benefit shall be increased as a result of the change of beneficiary.

(3) *Benefit Commencement.* The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the first day of the month coincident with or next following the police officer's actual retirement. The last payment will be made in accordance with the Form benefit chosen by the police officer at the time of retirement.

(c) *Disability benefits.*

(1) *Duty disability.* The benefit provided in the event of under this plan shall be increased to the extent required to ensure that the benefit provided under this plan and the benefit provided under the retirement system for officers and employees of participating employers are actuarially equivalent to a retirement annuity of at least two percent of average monthly salary per year of service guaranteed for ten years certain and life.

(2) *Non-duty disability.* The benefit provided under this plan shall be increased to the extent required to ensure that the benefit provided under this plan and the benefit provided under the retirement system for officers and employees of participating employers are actuarially equivalent to a retirement annuity guaranteed for ten years certain.

(3) *Disability process.*

a. A police officer will be considered totally disabled if, in the opinion of the board of trustees, he is wholly prevented from rendering useful and efficient service as a police officer; and a police officer will be considered permanently disabled if, in the opinion of the board of trustees, such police officer is likely to remain so disabled continuously and permanently from a cause other than as specified in subsection (c)(3)b of this section.

b. A police officer will not be entitled to receive any disability retirement income if the disability is a result of:

1. Excessive and habitual use by the police officer of drugs, intoxicants, or narcotics;
2. Injury or disease sustained by the police officer while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;
3. Injury or disease sustained by the police officer while serving in any armed forces. This exclusion does not affect members who have become disabled as a result of intervening military service under the federal Heroes Earnings Assistance and Relief Tax Act of 2008 (H.R. 6081; P.L. 110-245);
4. Injury or disease sustained by the police officer after employment has terminated.

c. No police officer shall be permitted to retire under the provisions of this section until examined by a duly qualified physician or surgeon, to be selected by the board of trustees for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any police officer retiring under this section may be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons to be selected by the board of trustees for that purpose, to determine if such disability has ceased to exist.

(4) *Additional provisions.* Any condition or impairment of health of any police officers employed in the city caused by tuberculosis, hypertension, heart disease, hardening of the arteries, hepatitis, or meningococcal meningitis resulting in total or partial disability or death, shall be presumed to be accidental and suffered in line of duty unless the contrary be shown by competent evidence. Any condition or impairment of health caused directly or proximately by exposure, which exposure occurred in the active performance of duty at some definite time or place without willful negligence on the part of the police officer, resulting in total or partial disability, shall be presumed to be accidental and suffered in the line of duty, provided that such police officer shall have successfully passed a physical examination upon entering such service, which physical examination including electrocardiogram failed to reveal any evidence of such condition, and provided further, that such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance. In order to be entitled to the presumption in the case of hepatitis, meningococcal meningitis, or tuberculosis, the member must meet the requirements of F.S. § 112.181. The final decision as to whether a member meets the requirements for duty disability pension rests with the board and shall be based on substantial competent evidence on the record as a whole.

(5) *Benefit Commencement.* The monthly retirement income payable in the event of disability retirement will be effective as of the date that the Board determines the disability benefit is payable and on the first day of each month thereafter. The first payment, along with any payment that is due for the partial first month, will be made on the first day of the month coincident with or next following the Board's determination that the police officer was disabled. The last payment will be made in accordance with the Form benefit chosen by the police officer at the time of retirement.

Section 3. Section 2-387 of Subdivision II, of Division 5 of Article IV, Chapter 2 of the City Code, is hereby amended so that the same shall read as follows:

Sec. 2-387. Death benefits.

Upon the death of a plan member who dies with ten years credited service, and vested in the plan, the beneficiary or beneficiaries shall be entitled to a lump sum payment, in cash, equal to the pension benefit the deceased member would have been entitled to receive at his normal retirement date of age 55, actuarially reduced. The benefit shall be payable as soon as administratively possible following the plan member's death. A plan member's beneficiary or beneficiaries shall be designated in accordance with the provisions of F.S. § 185.162. The benefit provided under this section and in conjunction with the benefit provided under the retirement system for officers and employees of participating employers shall in all cases provide at a minimum a benefit that is the actuarial equivalent of the benefit required under F.S. § 185.21.

Section 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5 All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 6. This Ordinance shall take effect upon passage and shall be published as required by law.

APPROVED AS TO
FORM & CORRECTNESS:

Sara K. Hedges
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. 23-059 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, amended, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the _____ day of _____, 2023.

LINDA HUDSON
MAYOR COMMISSIONER

LINDA W. COX
CITY CLERK

(CITY SEAL)



April 13, 2023

Ms. Bonni S. Jensen, Esq.
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317

**Re: City of Fort Pierce Police Officers' Retirement Trust Fund (Plan)
No Actuarial Impact Statement for Proposed Ordinance**

Dear Bonni:

We have reviewed the proposed ordinance for the City of Fort Pierce Police Officers' Retirement Trust Fund (Plan), which would amend Sections 2-381, 2-386 and 2-387 of Article IV, Division 5 of the City of Fort Pierce, Florida Code of Ordinances. These changes include amending the definition of *Police officer* to reflect language similar to the provisions of the statutory definition of police officer contained in Florida Statute §185.02(16) and providing a benefit commencement date for retirement, disability and survivor benefits.

It is our opinion that this Ordinance will not have an actuarial impact on the cost of the Plan. Therefore, a formal Actuarial Impact Statement is not required. However, we recommend you send a copy of this letter and the Ordinance to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuary is independent of the plan sponsor.

If there are any questions, please let us know.

Sincerely yours,

A handwritten signature in black ink that reads "Peter N. Strong". The signature is written in a cursive, flowing style.

Peter N. Strong, FSA, EA, MAAA, FCA
Senior Consultant and Actuary

PS/jc

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
 - a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

 - c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046; 351
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.



TO: LINDA COX, CITY CLERK

FROM: TANYA EARLEY, CITY ATTORNEY *TME*

RE: POLICE OFFICER'S RETIREMENT FUND (PORF) ORDINANCE

CAO RLS FILE: 23-152

DATE: JULY 19, 2023

I have reviewed the above request for legal services (RLS) related to the proposed Police Officer's Retirement Fund (PORF) Ordinance. I have uploaded revised versions in Agenda Quick, one clean and one with tracked changes. As revised, the proposed ordinance is approved as to form and correctness.

Please note that the proposed revisions were also emailed to Lindsey Garber, who serves as counsel for PORF. Depending on her recommendations, the ordinance could be further revised before it is ready for advertising.

Thank you.

cc: Nicholas Mimms, City Manager
Johnna Morris, Director of Finance

City Commission Regular Meeting - 5:05 pm

12. e.

Meeting Date: 11/06/2023

Re: Amending Ordinance #23-060 Relating to General Employees Retirement System

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 23-060 relating to the General Employees retirement system in order to extend the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of \$115,000 for employees hired after October 2012, and creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports. **FIRST READING**

SUMMARY:

Changes include the extension of the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of \$115,000 for employees hired after October 2012. Creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports to comply with state law 2023-28. State law mandates the provisions that should be included between any contract with the city and investment managers or advisers. State law also provides that any investment contract entered into on or after July 1, 2023, may be unilaterally terminated at the option of the City if the investment contract does not include the proper disclaimer.

RECOMMENDATION:

Adopt Ordinance 23-060.

ALTERNATIVES:

Adopt with changes.

RESPONSIBLE STAFF:

Johnna Morris

COORDINATED WITH:

Jim Walker Retirement Board Attorney
Linda W. Cox, City Clerk
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: 520200
Amount: 134,960

OTHER INFORMATION:

Changing the DROP from 5 years to 6 years is de minimis to the Retirement System, the extension will affect the employer’s contribution rate.

Changing the maximum annual pension benefit to not exceed 100% of the final average salary and the maximum benefit to \$115,000 annually will have a total cost of \$134,960 for the City and \$66,647 for FPUA.

Attachments

23-060

Memo from J. Morris thru CM re- Retirement Board's Recommendations

Impact Statement

RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	10/24/2023 02:56 PM
City Manager	Nick Mimms	10/24/2023 04:38 PM
Finance Department	Johnna Morris	11/01/2023 02:24 PM
City Manager	Nick Mimms	11/01/2023 04:28 PM
Form Started By: Junelly Jimenez-Sabastiano		Started On: 10/24/2023 11:02 AM
Final Approval Date: 11/01/2023		

ORDINANCE NO. 23-060

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, RELATING TO THE GENERAL EMPLOYEES RETIREMENT SYSTEM**; AMENDING CODE SECTION 2-270 – RETIREMENT ANNUITY, SUBSECTION (c); PROVIDING THAT NO MEMBER IS TO RECEIVE TOTAL ANNUAL PENSION PAYMENTS IN EXCESS OF \$115,000; PROVIDING THE STANDARD FORM OF ANNUITY IS INCREASED FROM 75 PERCENT TO 100 PERCENT OF AVERAGE FINAL COMPENSATION; AMENDING CODE SECTION 2-281 – DEFERRED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (b); EXTENDING DROP FROM 5 YEARS TO 6 YEARS; AMENDING CODE SECTION 2-281 – DEFERRED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (c); INCREASING THE PAYMENTS MADE MONTHLY INTO DROP TO UP TO 72 MONTHS; CREATING CODE SECTION 2-298 – INVESTMENTS; PRESCRIBING INVESTMENT STANDARDS AND SETTING OUT PROVISIONS FOR INVESTMENT CONTRACTS; AMENDING CODE SECTION 2-333 – ANNUAL REPORTS; PROVIDING FOR PERIODIC REPORTS TO THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Retirement Board discussed the changes proposed herein at their meeting on August 17, 2023 and on September 21, 2023; and

WHEREAS, the Fort Pierce Retirement Board voted on September 21, 2023 to recommend the proposed changes to the City Commission.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees’ Retirement System, Subdivision I – In General, Section 2-270 – Retirement Annuity, Subsection (c) is hereby amended so that the same shall read hereinafter as follows:

- (c) If the member last became a member on or after January 1, 1980, the amount of standard form of annuity shall not exceed 100 percent of the member’s average final compensation as defined in F.S. Sec. 112.65, except that as to individuals who become members after October 1, 2012, the amount of the standard form of annuity shall not exceed ~~75~~ 100 percent of the member’s average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed ~~\$400,000.00~~ \$115,000.00 annually. Nor shall the maximum amount payable, regardless of the date of membership, exceed the maximum allowable annual payment permitted for a qualified plan under section 401 of the Internal Revenue Code, or other applicable law.

SECTION 2. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees’ Retirement System, Subdivision I – In General, Section 2-281 – Deferred Retirement Option Program (DROP), Subsection (b) is hereby amended so that the same shall read hereinafter as follows:

(b) *Eligibility to participate in the DROP.*

- (1) Any member who is eligible to receive a normal retirement annuity and is employed by a participating employer may participate in the DROP and

there is no break in service between the member's last working day as an employee and first day as a retired member and DROP participant. The member shall advise the participating employer and the retirement system in writing of the date on which DROP shall begin.

- (2) Election to participate shall be forfeited if not exercised within the first 30 years of credited service. However, participation in the first year of enactment will be extended to all eligible members.
- (3) The total years of participation in the DROP shall not exceed ~~five~~ six years.
- (4) Upon a member's election to participate in the DROP, he shall cease to be a member and shall no longer accrue any benefits under the retirement system. For all retirement system purposes, the member becomes, a retired member. The amount of credited service and final average salary freeze as of the date of entry into the DROP. Retirement system amendments which become effective after the date of participation in the DROP will not be applicable to the DROP participant, unless expressly stated by the amendment.
- (5) Upon electing to participate in the DROP, the member shall submit on forms required by the retirement system and/or the third-party administrator:
 - a. A written election to retire;
 - b. A written election to participate in the DROP;
 - c. An irrevocable resignation from service to the city and withdrawal from the DROP effective after no more than ~~60~~ 72 months participation in the DROP;
 - d. A properly completed DROP application for normal retirement as provided in this section; and
 - e. Any other information required by the retirement system or by the third-party administrator or provider.
- (6) Reemployed retired members of the city's retirement system are not eligible to participate in DROP.

SECTION 3. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision I – In General, Section 2-281 – Deferred Retirement Option Program (DROP), Subsection (c) is hereby amended so that the same shall read hereinafter as follows:

(c) Amounts payable upon election to participate in DROP.

- (1) Monthly retirement benefits that would have been payable had the member terminated employment with the participating employer and elected to receive monthly pension payments will be paid into the DROP and credited to the retired member. Payments into the DROP will be made monthly over the period the retired member participates in the DROP, up to a maximum of ~~60~~ 72 months.
- (2) Each DROP participant shall have a DROP account to which his monthly retirement benefits will be transferred. The participating employer shall select a third-party administrator or provider for this purpose. Payments to the DROP shall be directly deposited with a third-party administrator or provider. Each DROP participant shall direct the manner in which the amounts in his DROP account shall be invested from options selected by

the participating employer and approved by the board of trustees. The DROP account will be responsible for investment expenses and the DROP participant will be responsible for the risks associated with investment outcomes. If a retired member does not terminate employment at the end of participation in the DROP, all future DROP transfers shall cease and be permanently forfeited.

- (3) No payments will be made to a retired member until he terminates employment with the city utilities authority.
- (4) Employee benefits, other than benefits under the retirement system, which are granted to employees, will be provided to DROP participants.
- (5) Upon termination of employment, the retired member, or if deceased, such retired member's named beneficiary, and verification of the same to the board of trustees, a retired member or named beneficiary will receive the balance of the DROP in accordance with the option listed below:

Direct rollover. All accrued DROP benefits, plus interest and earnings, if any, shall be paid from the DROP directly to the custodian of an eligible retirement plan, as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased DROP participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code.

- (6) Any form of payment selected must comply with the minimum distribution requirements of the IRC 401(a)(9).
- (7) The accrued benefits of any DROP participant, and any contributions accumulated under such program, shall not be subject to assignment, execution, attachment, or to any legal process whatsoever, except for income deduction orders and federal income tax levies.
- (8) DROP participants shall not be eligible for disability retirement benefits as provided under the retirement system. In the event a DROP participant becomes incapacitated for employment by the participating employer, the DROP participation will terminate, and the former DROP participant will elect one of the alternatives under subsection (c)(5) of this section.
- (9) Death benefits under the DROP.
 - a. Upon the death of a DROP participant, the named beneficiary shall be entitled to apply for and receive the accrued benefits in the DROP as provided under subsection (c)(5) of this section.
 - b. The monthly retirement benefit transferred to the DROP account during the month of a DROP participant's death shall be the final transfer for such DROP account.
 - c. Eligibility to participate in the DROP terminates upon the death of a DROP participant. A DROP participant's annuity beneficiary shall not be eligible for retirement system death benefits as provided in section 2-273 or 2-274, unless the DROP participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly benefit being transferred to the DROP.
- (10) Cost-of-living adjustment. The DROP participants' monthly retirement benefit shall be increased as provided in section 2-283.

SECTION 4. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees’ Retirement System, Subdivision I – In General, Section 2-298 – Investments, is hereby created so that the same shall read hereafter as follows:

Sec. 2-298 - Investments.

- (a) No monies from the trust fund may be invested by the city, its investment managers, or its advisors except in compliance with F.S. §112.661, F.S. § 112.662, and F.S. § 218.415.
- (b) Investments shall be made according to the Prudent Man Standard of Care, whereby the fiduciary shall make investments solely in the interest of the system’s participants and beneficiaries, for the exclusive purpose of providing benefits to the participants and their beneficiaries, while defraying reasonable expenses of administering the plan, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The investments are to be diversified to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, in accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the provisions of section 2-297. Factors to be considered in making investments shall be limited to pecuniary factors.
- (c) Any contract entered into, amended, or renewed on or after July 1, 2023 between the city and any investment manager or advisor shall include the following provisions:
- (1) That any written communication made by the investment manager or advisor to a company in which such manager or advisor invests funds of the system must include the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company’s shareholders to the interest of another entity; or advocates for the interest of an entity other than the company’s shareholders:
- The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the State of Florida or the City of Fort Pierce.
- (2) Any investment contract entered into on or after July 1, 2023 may be unilaterally terminated at the option of the City if the investment contract does not include the immediately aforescribed disclaimer.

Secs. ~~2-298~~ 2-299 —2-329. - Reserved.

SECTION 5. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees’ Retirement System, Subdivision II – Retirement Board, Section 2-333 – Annual Reports is hereby amended so that the same shall read hereinafter as follows:

Sec. 2-333 – Annual reports.

- (a) The secretary-treasurer shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The retirement board shall annually report to the mayor and city commission showing the fiscal transactions of the retirement system for the preceding fiscal year. The board shall furnish the mayor and the city commission such additional information regarding the operation of the system as the mayor or city commission shall from time to time request.

(b) Beginning in the year 2023 and each odd-numbered year thereafter, the retirement board shall prepare a report comprehensively detailing and reviewing the governance policies concerning decisionmaking in vote decisions and adherence to the fiduciary standards required of the retirement plan, including the exercise of shareholder rights. Such report shall be submitted to the city commission for approval. Following city commission approval, the report shall be submitted to the Florida Department of Management Services by December 15, 2023, and by December 15 of each odd-numbered year thereafter.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTIONESS

Sara K. Hedges, 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. 23-060 was duly advertised by title only in the St. Lucie New Tribune on October 27, 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 November 6, 2023; and was duly introduced, read by title only, and passed on second and final reading on November 20, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox
CITY CLERK

(SEAL)



THE SUNRISE CITY
FORT PIERCE
RETIREMENT AND
BENEFIT SYSTEM

Florida

To: Mayor & Commissioners

From: Johnna Morris, Secretary/Treasurer *JSM*

Thru: Nick Mimms, City Manager *NM*

RE: Retirement Board's Recommendations for Benefit Amendments to the Pension System

Date: October 6, 2023

During the July Budget Workshop Commission discussed amending benefit provisions of the pension system; specifically changing DROP from 5 years to 8 years and changing the maximum pension annuity benefit from \$100,000 to \$115,000. The Retirement Board discussed the proposed changes at the September 21, 2023 meeting and based on the financial impact studies provided by the actuary, makes the following recommendations:

1. Changing the DROP from 5 years to 6 years.

The board considered both the employers prevailing issues with attracting competent applicants to succeed employees currently in the DROP and the potential financial implications the extension could have for the employers and though the change is de minimis to the Retirement System, the extension will affect the employer's contribution rate. Therefore, the board recommends the extension of 1 year.

2. Changing the maximum annual pension benefit to not exceed 100% of the final average salary and the maximum benefit to \$115,000 annually.

The original request proposed only changing the maximum benefit from \$110,000 to \$115,000, with no change to the 75% of final average salary maximum. After discussion and reviewing the impact statements, the board recommends not only changing the maximum benefit to \$115,000, but to also change the final average salary maximum to 100%.

As it currently is, the system allows for a 3% multiplier when computing the final average salary and the 75% maximum discourages the employee from working longer than 25 years, which again can lead to problems with

hiring and succession. For example, using the 3% multiplier, if an employee works 33.3 years or more, they would be granted 100%(+) of their final average salary; however, the 75% cap limits that. The 100% cap addresses the previous concern of pension annuities being over 100% of the final average salary and it allows for employees who desire to work longer than 25 years to be awarded at least the pension annuity earned. Noted DROP is an available benefit; however, due to age or individual circumstances, employees may not want to utilize the option. The financial effect of the proposed plan changes on the Retirement System are outlined below:

75% of Final Average Salary, \$115,000 Maximum			
Impacts	City	FPUA	Police
2024 Contribution Increase	\$ 23,455	\$ 48,048	\$ 95,868
Funded Ratio Change	84.42% to 84.34%	84.44% to 84.28%	89.16% to 88.55%
Unfunded Accrued Liability Increase	\$ 77,596	\$ 224,793	\$ 454,797

100% Final Average Salary, \$115,000 Maximum			
Impacts	City	FPUA	Police
2024 Contribution Increase	\$ 39,092	\$ 66,647	\$ 95,868
Funded Ratio Change	84.42% to 84.26%	84.44% to 84.21%	89.16% to 88.55%
Unfunded Accrued Liability Increase	\$ 159,176	\$ 322,455	\$ 460,976

The total cost for the 75% change is \$119,323 for the City and \$48,048 for FPUA.

The total cost for the 100% change is \$134,960 for the City and \$66,647 for FPUA.

The difference between the final average percentage changes is \$15,637 for the City and \$18,599 for FPUA, which is minimal to the employee benefit gained, which is why the board makes the recommendation.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Johnna Morris

SUBJECT: Extend the DROP form 5-6 years and Increase the annuity to 100% of final average salary with a \$115,000 maximum for employees hired after 2012

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

Ordinance amends the current retirement ordinance to benefit the municipality in recruiting and securing personnel to provide services to all citizens of the municipality. The ordinance amends the DROP participation period from 5 years to 6 years and increases the annuity to 100% of final average salary with a \$115,000 maximum for employees hired after 2012.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

- a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
N/A

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

N/A

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Every business and citizen within the city limits will benefit by this ordinance by the recruitment and retention of qualified personnel which will provide community leadership, quality, public service and safe environment.

4. Any additional information the Commission may find useful.

Other retirement systems within the community are examining and changing their DROP participation limits.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046; 351
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.



TO: JUNELLY JIMENEZ-SABASTIANO, EXECUTIVE ASSISTANT, FINANCE DEPARTMENT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RLS 23-279, REVIEW AND APPROVAL OF ORDINANCE TO EXTEND THE DROP FORM 5-6 YEARS AND INCREASE THE ANNUITY TO 100% OF FINAL AVERAGE SALARY WITH A \$115,000 MAXIMUM FOR EMPLOYEES HIRED AFTER 2012

CAO RLS FILE: 23-279

DATE: OCTOBER 31, 2023

I have reviewed the above Request for Legal Services (RLS) related to changes to retirement ordinances. I have made suggested changes, uploaded in a Track Changes version to Agenda Quick. I have also uploaded a Clean Copy version. The Clean Copy version of the Ordinance is approved as to form and correctness.

I have attempted to have the changes reviewed and approved by Mr. Walker, but I have not been able to obtain a response from him at this time.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm

13. a.

Meeting Date: 11/06/2023

Re: Resolution No.____ 2023 Food for Fines Program

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

SUBJECT:

Resolution No. 23-R56 Adopting the Food for Fines program to run between November 7, 2023 and December 31, 2023.

SUMMARY:

The Food for Fines program allows individuals that have received a parking citation to "pay" their citation by donating canned goods or other non-perishable food items.

- Each item of food donated will equal \$2.00 towards the citation amount, up to \$50.00.
- May only be utilized by first time offenders.
- Is not eligible for handicapped parking offenses.
- All collected food items will be donated to the Treasure Coast Food Bank.

RECOMMENDATION:

Approving the Resolution

ALTERNATIVES:

Amending the Resolution

Denying the Resolution

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Manager's Office

Fiscal Impact

OTHER INFORMATION:

Citation income will be offset by donated food items.

Attachments

Voucher

23-R56

RLS Approval

Form Review

Inbox

Reviewed By

Date

City Manager Nick Mimms
City Manager Nick Mimms
Form Started By: Peggy Arraiz
Final Approval Date: 10/17/2023

10/13/2023 08:44 AM
10/17/2023 02:20 PM
Started On: 10/11/2023 03:17 PM

SAMPLE VOUCHER:

From October 1st to November 10th, the City of Fort Pierce is offering individuals that receive a parking citation the option to pay all or a portion of their fine with non-perishable food items. For every food item donated, \$2 will be deducted from the parking fine, up to \$50.00.

Please bring this voucher and citation, along with your food items, to Fort Pierce City Hall, 100 N US Hwy 1, Fort Pierce, FL 34950 during normal business hours.

All food collected will be donated to the Treasure Coast Food Bank.

Citation #: _____ Date Issued: _____

Name of Individual Making Donation: _____

Amount of Fine: _____ # of items donated: _____ Amount due: _____

_____(staff signature)_____ has inspected the items donated and confirm that the items are not damaged, opened or out of date. DATE: _____

RESOLUTION NO. 23-R56

A RESOLUTION APPROVING A CITY OF FORT PIERCE PROGRAM TO BE KNOWN AS “**FOOD FOR FINES**”; ALLOWING FOR PAYMENT OF CERTAIN PARKING CITATIONS, OR PORTION THEREOF, TO BE PAID WITH DONATIONS OF CANNED FOOD OR NON-PERISHABLE FOOD ITEMS AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, St. Lucie County has the largest number of food insecure individuals on the Treasure Coast; and

WHEREAS, for a limited period of time, the City Commission of the City of Fort Pierce desires to allow motorists to pay all or a portion of their parking fines with donated canned goods or pre-packaged non-perishable food items; and

WHEREAS, the goal of the program is to raise awareness about and generate donations to feed the hungry during the holiday season; and

WHEREAS, the food items collected through the Food for Fines program will be donated by the City of Fort Pierce to the Treasure Coast Food Bank, a non-profit, 501(c)(3) corporation, for distribution in the Fort Pierce area; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

- a) Donated canned food items: \$2.00 per approved food item at a maximum credit of \$50.00 will be applied toward payment of a current parking citation issued between November 7, 2023 – December 31, 2023. Current parking citations are those issued on or between the afore set out dates and paid on or before 30 days from the date issued; and
- b) Only one citation per motorist is eligible; and
- c) Damaged, expired or opened items will not be accepted; and
- d) This option shall be available only to “first offenders”; and
- e) This option shall not be available for any handicapped parking violations.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of November, 2023.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

SARA HEDGES
CITY ATTORNEY



TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW RESOLUTION ESTABLISHING THE 2023 FOOD FOR FINES PROGRAM

CAO RLS FILE: 23-278

DATE: OCTOBER 30, 2023

I have reviewed the above Request for Legal Services (RLS) related to a Resolution for the Food for Fines Program. The Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

City Commission Regular Meeting - 5:05 pm

13. b.

Meeting Date: 11/06/2023

Re: Manatee Island Holdings, LLC, - Sidewalk Easement Relocation

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution No. 23-R57 approving agreements with Manatee Island Holdings, LLC, for the sidewalk easement relocation.

SUMMARY:

The City currently holds an easement as recorded in O.R. Book 3183, Page 712, Public Records of Saint Lucie County. It grants the City of Fort Pierce a perpetual exclusive easement for the construction and maintenance of a sidewalk through a parcel owned by Manatee Island Holdings located at 1640 Seaway Drive. This pedestrian connection is between the Seaway Drive Right-of-Way and the Inlet Linear Park trail. Portions of the constructed sidewalk fell outside the originally described easement and this has become an issue since Manatee Island Holdings has entered into a contract for sale of the parcel. The owners are requesting to terminate the existing easement and enter into a new easement correctly described to contain the existing concrete sidewalk. A Termination Agreement, an Easement Agreement, and a Sketch and Description has been prepared by the property owner to resolve the issue.

RECOMMENDATION:

Staff recommends approval of the Termination Agreement, and execution of the new Easement Agreement.

ALTERNATIVES:

Relocate sidewalk into existing easement.

RESPONSIBLE STAFF:

City Engineer

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

No fiscal impact to occur to the city.

Attachments

Termination Agreement

Easement Agreement
Request From Counsel
23-R57

Form Review

Inbox

City Manager

City Manager

Form Started By: John Andrews

Final Approval Date: 11/01/2023

Reviewed By

John Andrews

Nick Mimms

Date

10/26/2023 10:51 AM

11/01/2023 04:41 PM

Started On: 10/25/2023 04:45 PM

This Instrument Prepared By:
Frank H. Fee, IV, Esq.
Fee, Yates & Fee, PLLC
426 Avenue A
Fort Pierce, FL 34950

TERMINATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation (“City”)**, whose mailing address is 100 North U.S. 1, Fort Pierce, FL, 34950, hereby recites and agrees as follows:

W I T N E S S E T H:

WHEREAS, The City was conveyed an Easement by Easement Deed (“**Easement**”) made and given by James E. Jacoby, Trustee, dated March 11, 2010, recorded in O.R. Book 3183, page 712 of the Public Records of St. Lucie County, Florida; and

WHEREAS, the Easement was intended to provide an area for which the City could construction of a walkway or sidewalk; and

WHEREAS, the walkway was constructed to the East of the Easement and not within the Easement area; and

WHEREAS, City wishes to terminate the Easement in exchange for a new easement to be located and placed where the walkway currently exists and is in use.

NOW, THEREFORE, the City hereby states the following:

1. The Easement as recorded in O.R. Book 3183, page 712 of the Public Records of St. Lucie County, Florida, has neither been used or claimed by City.
2. City hereby terminates, cancels and disclaims any interest it may have, or claim to

have, under and by virtue of the recorded Easement appearing in O.R. Book 3183, page 712 of the Public Records of St. Lucie County, Florida

IN WITNESS WHEREOF, City has executed this Termination of Easement this _____ day of _____, 2023.

Signed, sealed and delivered in our presence:

CITY OF FORT PIERCE, FLORIDA

Witness Signature
Printed Name: _____

By: _____
Linda Hudson, Mayor

Witness Signature
Printed Name: _____

ATTEST:
By: _____
Linda Cox, City Clerk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2023, by **Linda Hudson, as Mayor of CITY OF FORT PIERCE, FLORIDA**, who is personally known to me or who provided a Florida driver’s license as identification and who did not take an oath.

(SEAL)

_____, NOTARY PUBLIC

My Commission Expires:

My Commission No.:

THIS INSTRUMENT PREPARED BY:

Frank H. Fee, IV, Esq.
Fee, Yates & Fee, PLLC
426 Avenue A
Fort Pierce, FL 34950

EASEMENT DEED

THIS INDENTURE made this _____ day of _____, 2023, between **MANATEE ISLAND HOLDINGS, LLC, a Florida limited liability company**, with its principal address at 1343 SW Troon Circle, Palm City, FL, 34990 (**Grantor**) and **CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation**, its licensees, agents, successors and assigns, with its post office address as 100 North U.S. 1, Fort Pierce, Florida, 34950 (**Grantee**);

WITNESSETH that Grantor, for and in consideration of the sum of Ten and No/100ths (\$10.00) Dollars, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby convey and grant to the **CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation**, as Grantee, a perpetual exclusive easement, for the construction, installation, maintenance, operation, repair, and replacement of a sidewalk, recreational trail, and pedestrian walkway through, in, under, upon, along, over and across the following described land in St. Lucie County, Florida, to-wit:

**EASEMENT LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A" AND BY THIS REFERENCE
INCORPORATED HEREIN.**

Grantor hereby reserves the ownership of said strip of land for any use or purpose not inconsistent herewith or that interferes with the use by Grantee, but in no event shall any buildings, structure, or other improvements be erected or placed on, under, through or above said strip of land by the Grantor.

In the event Grantor's property is redeveloped under a plan that requires relocation of this easement, Grantee agrees to cooperate in the relocation of its easement; provided, however, that the replacement easement shall be of the same type, character, and quality; that its location be westerly of this easement; and that Grantor be responsible for all cost of said relocation, including design, permitting and construction.

Grantor hereby covenants and warrants that it owns the land and has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and has placed its hands and seal the day and year first above written.

(Execution and Acknowledgment Appear on Following Page)

Signed, sealed and delivered
in our presence:

**MANATEE ISLAND HOLDINGS, LLC, a
Florida limited**

Witness Signature
Print Name: _____

By: _____
Paul Gonnella, Manager

Witness Signature
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of physical presence **PAUL GONNELLA** as Manager of **MANATEE ISLAND HOLDINGS, LLC, a Florida limited liability company**, to me known to be the person described in and who executed the foregoing instrument and who is personally known to me or who has provided _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

(SEAL)

Signature of Notary Public
Print Name: _____
Commission Number: _____
Commission Expires: _____

P:\Proj-2023\23-143 Manatee Island Easement Survey\23-143 Easement S&D.dwg Plotted: 10/17/23 By: JONATHAN JONES Layout: DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF LOT 1 AND THE NORTHERLY EXTENSION THEREOF, BLOCK 16, REVISED MAP OF FORT PIERCE BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 58 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF GOVERNMENT LOT 4, NORTH 00°03'02" WEST, A DISTANCE OF 297.30 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 4, REVISED MAP OF FORT PIERCE BEACH SUBDIVISION; THENCE ALONG SAID NORTH LINE, SOUTH 82°58'27" WEST, A DISTANCE OF 31.35 FEET; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 82°58'03" WEST, A DISTANCE OF 666.66 FEET TO THE NORTHWEST CORNER OF LOT 23 OF SAID REVISED MAP OF FORT PIERCE BEACH SUBDIVISION; THENCE CONTINUE ON THE WESTERLY EXTENSION OF SAID NORTH LINE SOUTH 82°58'03" WEST, A DISTANCE OF 8.16 FEET TO A POINT ON THE EAST LINE OF BLOCK 16 OF SAID REVISED MAP OF FORT PIERCE BEACH SUBDIVISION; THENCE ALONG SAID EAST LINE OF BLOCK 16, SOUTH 18°21'22" EAST, A DISTANCE OF 32.70 FEET TO THE PLACE AND POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 18°21'22" EAST, A DISTANCE OF 155.98 FEET TO A POINT ON A NON-TANGENT CURVE AND THE NORTH RIGHT-OF-WAY LINE OF SEAWAY DRIVE; THENCE ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1693.59 FEET, SOUTHWEST ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.03 FEET THROUGH A CENTRAL ANGLE OF 00°20'22", HAVING A CHORD BEARING SOUTH 76°18'22" WEST, 10.03 FEET; THENCE DEPARTING SAID NORTH RIGHT OF-WAY ON A LINE PARALLEL TO SAID EAST LINE OF BLOCK 16, NORTH 18°21'22" WEST, A DISTANCE OF 145.17 FEET; THENCE SOUTH 71°38'38" WEST, A DISTANCE OF 10.23 FEET; THENCE ON A LINE PARALLEL TO SAID EAST LINE OF BLOCK 16, NORTH 18°21'22" WEST, A DISTANCE OF 87.10 FEET; THENCE NORTH 83°25'31" EAST, A DISTANCE OF 10.22 FEET; THENCE ON A LINE PARALLEL TO SAID EAST LINE OF BLOCK 16, SOUTH 18°21'22" EAST, A DISTANCE OF 75.01 FEET; THENCE NORTH 71°38'38" EAST, A DISTANCE OF 10.23 FEET TO THE POINT OF BEGINNING.

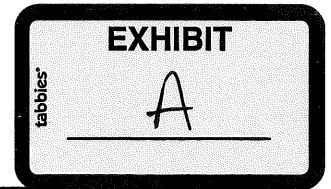
CONTAINING 2,418.6 SQUARE FEET MORE OR LESS

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD



Digitally signed
by Thomas P
Kiernan
Date:
2023.10.17
16:43:10 -04'00'



THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE



**CULPEPPER &
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Legal Description

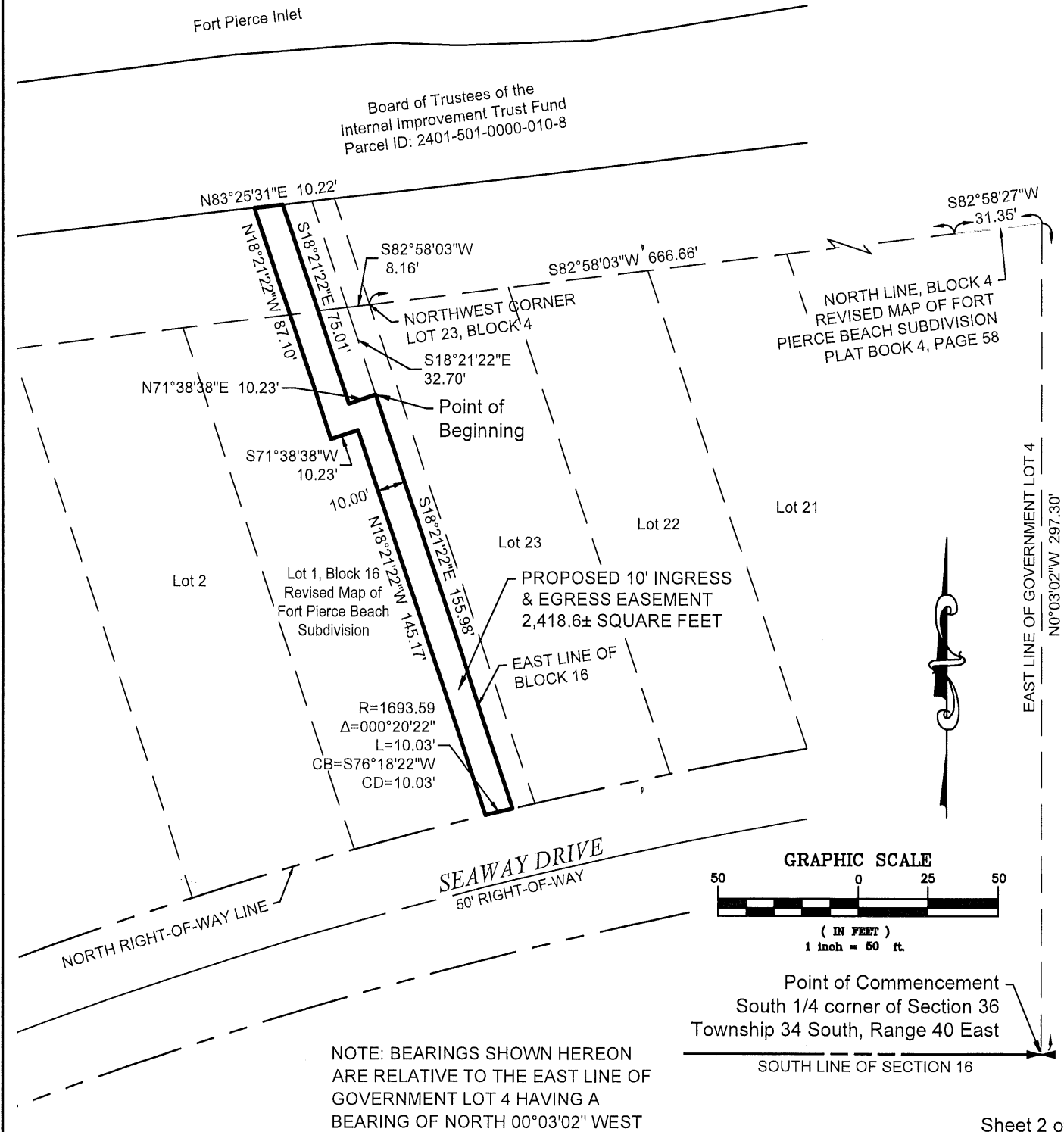
10' Ingress & Egress Easement

DATE: 10/17/23	DRAWN JDJ
SCALE: N/A	JOB No. 23-143

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

P:\Proj-2023\23-143 Manatee Island Easement\Survey\23-143 Easement S&D.dwg Plotted: 10/17/23 By: JONATHAN JONES Layout: SKETCH



Sheet 2 of 2



**CULPEPPER &
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

Sketch of Description

10' Ingress & Egress Easement

DATE: 10/17/23

DRAWN JDJ

SCALE: 1" = 50'

JOB No. 23-143

FEE, YATES & FEE, PLLC

A Partnership of Professional Corporations

ATTORNEYS AT LAW

SINCE 1905

FEE & FEE, PLLC
FRANK H. FEE, III
FRANK "HANK" FEE, IV
E. CLAYTON YATES, P.A.
E. CLAYTON YATES

426 AVENUE A
FORT PIERCE, FLORIDA 34950
TELEPHONE (772) 461-5020
FACSIMILE (772) 468-8461

400 NW 2ND STREET
OKEECHOBEE, FLORIDA 34972
TELEPHONE (863) 763-3131
FACSIMILE (863) 763-1031

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

PLEASE REPLY TO FORT PIERCE

Writer's Email:
hfee@feeyateslaw.com

October 20, 2023

VIA E-MAIL DELIVERY:

John R. Andrews, P.E.
City of Fort Pierce City Engineer
100 N. U.S. Highway 1
Fort Pierce, FL 34950

In re: Termination of Easement – Manatee Island Holdings LLC

Dear Mr. Andrews,

I am sending you the Termination of Easement and the proposed new Easement Deed related to the property owned by Manatee Island Holdings LLC., a Florida limited liability company ("Manatee Island"), located at 1640 Seaway Drive, Fort Pierce, home to the Manatee Island Bar & Grill. The attached annotated survey illustrates the existing easement set to be terminated, identified as item number 13 on the survey.

As you may recall from our previous discussions, the easement to be terminated is recorded in O.R. Book 3183, Page 712, Public Records of Saint Lucie County. It grants the City of Fort Pierce (the "City") a perpetual exclusive easement for the construction, installation, maintenance, operation, repair, and replacement of sidewalks, recreational trails, and pedestrian walkways. Currently, this easement traverses through a substantial portion of Manatee Island's tiki bar. The principals of Manatee Island are requesting the termination of this easement for two key reasons: firstly, the Property is under contract for sale, and the relocation of the easement is a condition precedent to the purchaser's obligations. Secondly, the City has constructed the sidewalk to the east, outside the easement area.

In return for the Termination of Easement, Manatee Island will grant a new easement that encompasses the current area where the sidewalk currently exists. Mr. Thomas P. Kiernan of



Culpepper & Terpening Inc. has prepared the legal description for the new easement and confirmed that it will cover the City's existing sidewalk as currently constructed and in use.

I am submitting these documents for your review to place this matter on the City Commission Agenda for the meeting scheduled for November 6, 2023.

I thank you for your assistance with this matter.

Very best regards,



Frank H. Fee, IV

FHFIV/psv

cc: Sara Hedges via e-mail: shedges@cityoffortpierce.com

RESOLUTION NO. 23-R57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, **APPROVING THE TERMINATION OF AN EXISTING EASEMENT AND ENTERING INTO A CORRECTED EASEMENT AGREEMENT, FOR A CONCRETE SIDEWALK THROUGH A PARCEL OWNED BY MANATEE ISLAND HOLDINGS**, LOCATED AT 1640 SEAWAY DRIVE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff seeks approval to terminate an existing easement as recorded in O.R. Book 3183, Page 712, Public Records of Saint Lucie County and execute a corrected easement agreement with a description to contain an existing sidewalk; and

WHEREAS, the City currently holds an easement that grants the City of Fort Pierce a perpetual exclusive easement for the construction and maintenance of a sidewalk through a parcel owned by Manatee Island Holdings located at 1640 Seaway Drive; and

WHEREAS, this pedestrian connection is between the Seaway Drive Right-of-Way and the Inlet Linear Park trail and portions of the constructed sidewalk fell outside the originally described easement and this has become an issue since Manatee Island Holdings has entered into a contract for sale of the parcel; and

WHEREAS, the owners are requesting to terminate the existing easement and enter into a new easement correctly described to contain the existing concrete sidewalk.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City Commission of the City of Fort Pierce, Florida, authorizes the execution of a Termination Agreement, attached as Exhibit 1, for the easement agreement as recorded in O.R. Book 3183, page 712 of the Public Records of St. Lucie County, Florida.

SECTION 2. The City Commission of the City of Fort Pierce, Florida, authorizes the execution of a corrected Easement Agreement, attached as Exhibit 2, with a description to contain an existing sidewalk.

SECTION 4. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate these agreements.

SECTION 5. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 7. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this 6th day of November, 2023.

LINDA HUDSON, MAYOR

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY

City Commission Regular Meeting - 5:05 pm

13. c.

Meeting Date: 11/06/2023

Re: FDEP Grant Agreement FPUA Wastewater Treatment Plant Resiliency Project

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution No. 23-R58 authorizing the City to execute a Grant Agreement with the State of Florida Department of Environmental Protection for the FPUA Wastewater Treatment Plant relocation in the amount of \$15 Million.

SUMMARY:

The Resilient Florida Program has awarded a \$15 million grant to the City of Fort Pierce that will be passed through to the FPUA for their wastewater treatment plant relocation.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Theresa Orellana, Grants Administration Division
Caroline Valentin, FPUA General Counsel
Rachel Tennant, FPUA Director of Public Affairs and Sustainability

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

FDEP Grant Agreement
City Attorney Memorandum
23-R58

Form Review

Inbox

City Manager

Reviewed By

Linda Cox

Date

10/25/2023 02:32 PM

City Manager Nick Mimms
Form Started By: Sara Hedges
Final Approval Date: 11/01/2023

11/01/2023 07:36 AM
Started On: 10/24/2023 05:58 PM

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Fort Pierce Wastewater Treatment Plant Resiliency** Agreement Number: **23FRP12**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Fort Pierce** Entity Type: **Local Government**
Grantee Address: **100 N. US Highway 1, Fort Pierce, Florida 34950** FEID: **59-6000322** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **23FRP12** Project Location(s): **St. Lucie County**
(If different from Agreement Number)

Project Description: **This project will adapt and relocate a regionally significant and critical wastewater treatment plant that serves multiple jurisdictions within St. Lucie County, FL. The project will also restore 2.23-acres of seagrass in the Indian River Lagoon.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 15,000,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	197-H 23	\$ 15,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 96,656,786.00
Total Amount of Funding + Grantee Match, if any:			\$ 111,656,786.00

<p>6. Department's Grant Manager Name: Hanna Tillotson or successor</p> <p>Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399</p> <p>Phone: 850-245-7540</p> <p>Email: Hanna.Tillotson@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Rachel Tennant or successor</p> <p>Address: Fort Pierce Utilities Authority 206 South 6th Street Fort Pierce, Florida 34950</p> <p>Phone: 772-466-1600</p> <p>Email: rtennant@fpu.com</p>
---	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification Form**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	2/6/2023
Total Federal Funds Obligated by this Agreement:	\$ 15,000,000.00
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Fort Pierce

GRANTEE

By _____
(Authorized Signature) Date Signed

Linda Hudson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Jeremy D. Jimenez

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. 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;
- b. 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, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference 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.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

Attachment 1

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23FRP12**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the City of Fort Pierce Wastewater Treatment Plant Resiliency. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or a availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 86.57% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$96,656,786 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP12**

ATTACHMENT 3

PROJECT TITLE: City of Fort Pierce Wastewater Treatment Plant Resiliency

PROJECT LOCATION: The Project is located in the City of Fort Pierce within St. Lucie County, Florida.

PROJECT DESCRIPTION:

The City of Fort Pierce (Grantee) will implement the City of Fort Pierce Wastewater Treatment Plant Resiliency (Project) to relocate a regionally significant and critical wastewater treatment plant that serves multiple jurisdictions within St. Lucie County, Florida. This project encompasses the relocation of the plant almost 5-miles inland to the Treasure Coast Energy Center, which will have a positive impact since the new facility will provide the reclaimed water to the energy plant for cooling purposes, offsetting an average of 2-million gallons per day (MGD) in withdrawals from the Upper Floridian Aquifer. This relocation will adapt the plant to the effects of flooding and sea level rise, this action will also minimize the potential for wastewater pollution to impact the Indian River Lagoon and surrounding developed areas. Additionally, the project will naturally enhance and restore approximately 2.23-acres of seagrass through additional planting and maintenance programs.

TASKS AND DELIVERABLES:

Task 1 - Design and Permitting or Preconstruction Activities

Description: The Grantee will acquire professional services for the engineering and design of the Fort Pierce Wastewater Treatment Plant relocation and obtain all necessary permits for construction of the Project.

Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 2- Construction

Description: The Grantee will acquire professional services to construct an expandable 8-million gallons per day (MGD) wastewater treatment plant and the restoration of approximately 2.23-acres of seagrass in the Indian River Lagoon in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization,

demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will provide the following:

- **2.1:** Record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting or Preconstruction Activities	Contractual Services	\$0	\$2,498,947	\$2,498,947	Upon Execution	6/30/2026
2	Construction	Contractual Services	\$15,000,000	\$94,157,839	\$109,157,839	Upon Execution	6/30/2026
Total:			\$15,000,000	\$96,656,786	\$111,656,786		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. 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 Part 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 Part 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$15,000,000.00	197-H23
Federal Program B					
	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program A						
State Program B						
	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$15,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>] and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
 - i. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient 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 Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient 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, 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. 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.

3. 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:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. 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).

Attachment 8

- A. 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).
 - B. 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.
 - C. 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.
5. 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.

6. Additional Lobbying Requirements

- A. 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.
- B. 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.
- C. 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.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. 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.

DEPARTMENT OF TREASURY-SPECIFIC

1. 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: Title VI of Civil Rights Acts 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 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds 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.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 23FRP12

CITY OF FORT PIERCE WASTEWATER TREATMENT PLANT RESILIENCY

City of Fort Pierce

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 23FRP12

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP12

Project Title: City of Fort Pierce Wastewater Treatment Plant Resiliency

Grantee: City of Fort Pierce

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



TO: THERESA-MARIA ORELLANA, GRANT WRITER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CITY OF FORT PIERCE WASTEWATER TREATMENT PLANT RESILIENCY PROJECT

CAO RLS FILE: 23-263

DATE: OCTOBER 31, 2023

The Grant Agreement is approved as to form and correctness. I have drafted a Resolution which is approved as to form and correctness as well.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

RESOLUTION NO. 23-R58

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT FOR THE WASTEWATER TREATMENT PLANT RESILIENCY PROJECT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Pub. L. 117-2), the U.S. Department of Treasury awarded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to the State of Florida, a part of which may be used for the purpose of making necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State of Florida awarded SLFRF funding to the Florida Department of Environmental Protection (“DEP”) for resilience activities authorized under the Resilient Florida Grant Program (Fla. Stat. § 380.093); and

WHEREAS, on September 1, 2022 the City of Fort Pierce (the “City”) in partnership with and for the benefit of the Fort Pierce Utilities Authority (“FPUA”) applied for Resilient Florida Grant Program funding for the relocation and construction of the FPUA’s wastewater treatment plant; and

WHEREAS, on February 6, 2023 DEP awarded the City ARPA funding under DEP’s Resilient Florida Grant Program through a direct Grant (“Grant”), for which DEP is a pass-through entity, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions; and

WHEREAS, DEP’s Grant Agreement No. 23FRP12 (“Grant Agreement”) in the amount of \$15,000,000 has been granted to the City to relocate the FPUA wastewater treatment plant and includes the construction of the new wastewater treatment plant at 4515 Energy Lane, Fort Pierce, FL 34981; and

WHEREAS, the City desires to accept this Grant for the use and benefit of the FPUA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The above recitals are true and accurate and hereby incorporated by reference.

SECTION 2. The City Commission does hereby authorize the execution of the Grant Agreement, attached and incorporated by reference as Exhibit “1”.

SECTION 3. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to execute the Grant Agreement.

SECTION 4. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 6th day of November, 2023.

ATTEST:

Linda Hudson, Mayor

Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

Sara Hedges, City Attorney

City Commission Regular Meeting - 5:05 pm

15. a.

Meeting Date: 11/06/2023

Re:

SUBJECT:

Reports

Attachments

September 2023 Strategic Plan Update

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson

Started On: 10/25/2023 09:07 AM

Final Approval Date: 10/25/2023



2023 Fort Pierce Strategic Plan



TABLE OF CONTENTS

SERVE	City Impact Fees	5
	St. Lucie County-City/FPUA Strategy	6
	City Legislative Advocacy and Agenda	7
	Proactive City Corporate Communications Strategy	8
	Comprehensive Ordinance Review and Update	9
	City Services and Staffing Plan for Growth	10
	Management and Employee Succession Plan and Process	11
	IT Enhancement/Master Plan Implementation	12
	Grants and Outside Funding Sources	13
	City Compensation Policy	14
	Labor Negotiations and Contracts	15
	Natural Gas Strategy	16
	American Rescue Program	17
	Customer Service and Working Remotely/Flexible Hours	18
DEVELOP	Brightline Stop/Station in Fort Pierce	19
	Annexations Strategy/ISBA	20
	Growth Management Plan	21
	Orange Avenue Corridor Street Improvements	22
	Downtown Development Master Plan Implementation	23
	County Airport Development	24
	Tourism Expansion Strategy/Action Plan	25
	Neighborhood Identity and Branding - Phase 1	26
	Island Reclamation Plant Relocation	27
	Wave Garden Development	28

TABLE OF CONTENTS

DEVELOP	King's Landing Development	29
	Port Development	30
	South Beach Plan Development	31
	Resilient City Strategy/Action Plan	32
	SUN Trail through Downtown	33
	Parking Pilot Study	34
	Seaplanes Facility and Service	35
	Fisherman's Wharf Development	36
	Development Review Task Force	37
	Public Transportation Implementation of Agreement	38
	Short-Term Vacation Rental	39
	Landscape Code	40
Bike Lane over South Bridge	41	
ENGAGE	"One Fort Pierce" Community - Strengthening	42
	Community Policing Expansion	43
	Community Events and Festivals	44
	Celebrating Community Heroes	45
BEAUTIFY	Public Facilities Maintenance/Appearance Upgrade	46
	Annual Beach Renourishment - St. Lucie County	47
	Entrances/Gateways/Community Beautification Plan	48
	Mural Projects 2023	49
ENJOY	Crime Reduction Action Plan	50
	Pinewood Recreation Facility Improvements	51
	Little Jim Operations	52

TABLE OF CONTENTS

ENJOY	Jaycee Boat Ramp Enhancements	53
	Community Mental Health Strategy and City Actions	54
	Smart City Initiative Development	55
	Animal Shelter Implementation	56
	Lincoln Theater	57
	Sunrise Theatre Future/Program Expansion	58

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.”



SERVE OUR COMMUNITY

GOAL City Impact Fees: Review, Refinement and Expenditure Direction (with St. Lucie County)

ACTIVITIES/MILESTONES	DATE
Finalize Consultant's Report with Recommendations	9/23
CONFERENCE AGENDA: Discussion and Direction	10/23
DECISION: Impact Fee Adoption	11/23
PLANNING DIRECTOR	

Key Issues

- Law Enforcement Impact Fees
- Cost of Services and Facilities
- Projects
- Impact Fee Marketplace
- Expenditure Direction
- Working with St. Lucie County

SEPTEMBER 2023 UPDATE

The consultant engaged by the city has responded utilizing the data which staff have managed to gather/deliver. The consultant's findings identify a need for a Law Enforcement Impact Fee and propose additional work towards a final justification and implementation.





SERVE OUR COMMUNITY

GOAL St. Lucie County-City/FPUA Strategy: Key Issues, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
JOINT MEETING: Meet with St. Lucie County Commissioners	3/23
Follow-up City Actions	TBD
CITY MANAGER	

Key Issues

- Annexations
- Impact Fees
- Public ROW Responsibilities
- Utility Service Area Boundaries
- Parking Issues in Downtown
- Location of County Buildings and Facilities
- WWTP Relocation
- Shared Roads
- County-Owned Land
- Parks Maintenance and Security
- Lincoln Park Accelerated Growth - Infill Development
- Homelessness
- Community Mental Health
- County Airport
- Joint Procurement: Avenue D and 7th Street
- Road Upgrades to Respond to Growth
- Harbour Pointe Park

SEPTEMBER 2023 UPDATE

The City Commission and Board of County Commissioners met March 28, 2023 and discussed a wide variety of issues that focused on partnership and collaboration. Subsequently, a meeting was held in late April 2023 to discuss these issues in more detail. Several interlocal agreements are planned to be executed due to the strong collaboration between the two (2) organizations.



CITY OF FORT PIERCE



SERVE OUR COMMUNITY

GOAL City Legislative Advocacy and Agenda: Key Issues, Agenda and Lobbying

ACTIVITIES/MILESTONES	DATE
Establish Legislative Agenda	DONE
Present Agenda to Legislative Delegation	DONE
Lobbying State Legislature	Ongoing Monitoring
CITY MANAGER	

Key Issues

- Wastewater Treatment Plant: \$45 million
- Avenue D: Approved \$1.5 million

SEPTEMBER 2023 UPDATE

The City of Fort Pierce Legislative Affairs consultant, Gray Robinson, has been extraordinarily successful in directing local funding requests through the state appropriation and grant award process. Indian River Drive (Seaway Drive to Marina Way) and the relocation of the Island Water Reclamation Facility have already been awarded funding, and the reconstruction of Avenue D (North 29th Street to Indian River Drive) have been awarded funding.





SERVE OUR COMMUNITY

GOAL Proactive City Corporate Communications Strategy and Action Plan: Outcomes, Best Practices, Report with Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Complete an Assessment of current methods	10/23
Prepare Update Report and budget recommendations	11/23
CONFERENCE AGENDA: Presentation and Direction	12/23
DECISION: Communications Programs and Funding Level	12/23
ADMINISTRATIVE SERVICES DIRECTOR	

Key Issues

- Goals
- Roles: City Government
- ROI - Effectiveness of Methods
- Differing Approaches for Different Demographics
- Moving Target: Methods and Platforms
- Resources Needed
- Funding Level
- Information Security
- Third Party Platforms
- Changing Social Media Environment

SEPTEMBER 2023 UPDATE

- The assessment is in progress.
- The update report and budget recommendations are nearing completion.





SERVE OUR COMMUNITY

GOAL Comprehensive Ordinance Review and Update: Completion

ACTIVITIES/MILESTONES	DATE
(A) Planning and Zoning - Chapter 125	
1. Complete internal review of current ordinances	8/23
2. Identify needed changes and prepare draft ordinances	11/23
3. Planning Board: Review and Recommendations	12/23
4. DECISION: Planning and Zoning Ordinances Adoption	2/24

(B) Purchasing

1. Complete internal review	8/23
2. Identify needed changes and prepare draft ordinances	11/23
3. DECISION: Purchasing Ordinances Adoption	12/23

(A) PLANNING DIRECTOR
(B) FINANCE DIRECTOR

Key Issues

- Outdated Ordinances
- Language Clarification
- Streamlining Processes
- Purchasing Card
- Construction Manager-at-Risk

SEPTEMBER 2023 UPDATE

○ Planning and Zoning

Targeted areas of the City Ordinance have been identified as being priority areas, of those there are a number in progress and already making their way through the amendment consultation, review, and hearing processes:

- Landscape Standards.
- Platting Process.
- Landscape Bonding.

- Design Regulations.
 - Boarding Houses.
 - Promotion of Affordable Housing.
 - Consistency with State Statutes.
 - Consultation and Notification Process.
- Certain portions of the amended code will be moving forward to the September TRC.

○ Purchasing

In progress.





SERVE OUR COMMUNITY

GOAL City Services and Staffing Plan for Growth: Direction and Funding

ACTIVITIES/MILESTONES	DATE
Prepare proposed Budget FY 2024	7/23
BUDGET WORKSHOP: Direction	7/23
DECISION: Budget FY 2024 Adoption	9/23
CITY MANAGER	

Key Issues

- Homestead Cap Growth
- Millage Rate
- Housing Valuation
- Increasing Operational Costs
- Population Growth and Growth in Demands for City Services
- Average Households: \$300 Annual Contribution to Ad Valorem Taxes

SEPTEMBER 2023 UPDATE

All departments within the structure of the City of Fort Pierce are currently being evaluated for efficiency purposes.





SERVE OUR COMMUNITY

GOAL Management and Employee Succession Plan and Process: Report

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	9/23
Report Presentation	10/23
CITY MANAGER	

Key Issues

- Public Works Director
- City Engineer
- Marina Director
- City Manager
- Chief of Police

SEPTEMBER 2023 UPDATE

Educational leadership development practices are being implemented throughout the organization to prepare the next generation of leaders.





SERVE OUR COMMUNITY

GOAL IT Enhancement/Master Plan Implementation: Update Report

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	5/23
CONFERENCE AGENDA: Presentation and Discussion	5/23
INFORMATION TECHNOLOGY DIRECTOR	

SEPTEMBER 2023 UPDATE

Complete. The Tyler ERP Migration Project Status Report was distributed to the City Commission on May 5, 2023.





SERVE OUR COMMUNITY

GOAL Grants and Outside Funding Sources: Identification, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Receive from departments current and potential grants	5/23
Prepare report for City Manager	7/23
BUDGET WORKSHOP: Presentation and Discussion	7/23
FINANCE DIRECTOR	

Key Issues

- Matching Funding
- Reporting Requirements
- Administrative Costs
- Application Process

CURRENT:	AWARDED	MATCH	DATE	STATUS/NOTES
■ African-American Historical & Cultural Grant	\$483,662.00	N/A	8/1/2022	Awarded
■ CFP FPUA Job Growth Grant	\$2,745,223.00	\$2,000,000.00	6/3/2019	Awarded
■ Closing the Gap	\$100,000.00	N/A	6/15/2021	Awarded-Technical Assistance
■ FL DEP Trails Program	\$82,767.60	\$18,048.72	9/01/2022	Awarded
■ FL DOS General Program Support (2023)	\$150,000.00	\$2,870,048.00	6/8/2022	Awarded
■ FL DOS General Program Support (2024)	\$90,641.00	\$2,859,500.00	6/8/2023	Awarded
■ Laws of Florida, Chapter 2022-156, Specific Appropriation 2944A	N/A	N/A	3/30/2023	Awarded-Technical Assistance
PROPOSED	AWARDED	MATCH	DATE	STATUS/NOTES
■ DOE Energy Efficiency & Conservation Block Grant (EECBG) Program	TBD	N/A	4/28/2023	Potential Award
■ FEMA-Building Resilient Infrastructure & Communities	TBD	TBD	TBD	Potential Award
■ FL DOS General Program Support (2025)	TBD	TBD	TBD	Potential Award
As of 7/25/2023	TOTAL:	\$3,652,293.60	\$7,747,596.72	





SERVE OUR COMMUNITY

GOAL City Compensation Policy: Classification and Compensation Study Report Direction and Funding

ACTIVITIES/MILESTONES	DATE
Complete the Classification and Compensation Study	4/23
Review by City Manager	5/23
BUDGET WORKSHOP: Presentation and Discussion	7/23
INTERIM HUMAN RESOURCES DIRECTOR	

Key Issues

- Competitive Employment
- Shortage Selected Positions
- Financial Constraints and Realities

SEPTEMBER 2023 UPDATE

Completed. Annual pay increase for PBA/ Sergeants and Lieutenants, Teamsters, and non-bargaining employees will be implemented in October.





SERVE OUR COMMUNITY

GOAL Labor Negotiations and Contracts: Teamsters, PBA Officers and PBA Sergeants & Lieutenants

ACTIVITIES/MILESTONES	DATE
Teamsters	
1. Begin negotiations	5/23
2. Complete negotiations	10/23
3. DECISION: Contract Approval	11/23
PBA Police Officers	
1. Begin negotiations	2/23
2. Complete negotiations	4/23
3. DECISION: Contract Approval	5/23
PBA Sergeants & Lieutenants	
1. Begin negotiations	2/23
2. Complete negotiations	4/23
3. DECISION: Contract Approval	5/23
HUMAN RESOURCES MANAGER	



SEPTEMBER 2023 UPDATE

○ Teamsters

Negotiations are in progress for a 3 year contract effective October 2023 to September 2026.

○ PBA Police Officers

Complete. Contract was approved by the Commission at the April 17, 2023 meeting.

○ PBA Sergeants & Lieutenants

Complete. Contract was approved by the Commission at the April 17, 2023 meeting.





SERVE OUR COMMUNITY

GOAL Natural Gas Strategy: Development, Direction and Implementation

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	10/23
Strategic Planning Workshop: Presentation and Discussion	1/24
FPUA DIRECTOR OF UTILITIES	

Key Issues

- Prices locked in for two years

SEPTEMBER 2023 UPDATE

The FMPA executive committee will be presented with a long-term plan to lock in gas prices beyond March 2025 in the upcoming September and October Board meetings. Currently, gas prices are locking in at 75% load needs until March 2024 and 50% load needs until March 2025. This will provide low cost price stability for all 13 all-requirement project cities which include FPUA.





SERVE OUR COMMUNITY

GOAL American Rescue Program: Direction on Project Allocations

ACTIVITIES/MILESTONES	DATE
Develop Allocation Plan for \$300,000	6/23
BUDGET WORKSHOP: Direction and Decision	7/23
CITY MANAGER	

Key Issues

- Unallocated Funds: \$300,000

SEPTEMBER 2023 UPDATE

Complete. The funds were allocated to the Fort Pierce Animal Adoption Center for capital improvements to the facility.



**AMERICAN
RESCUE PLAN
FUNDS**





SERVE OUR COMMUNITY

GOAL Customer Service and Working Remotely/Flexible Hours: Update Report

ACTIVITIES/MILESTONES	DATE
Receive departmental policies and practices	7/23
Provide a Comprehensive Report to the City Manager	10/23
INTERIM HUMAN RESOURCES DIRECTOR	

Key Issues

- Equipment
- Security
- Performance Monitoring and Accountability
- Different Departments Different Needs
- Potential City Liability

SEPTEMBER 2023 UPDATE

The Administrative Services Director is still researching information.





DEVELOP OUR COMMUNITY

GOAL Brightline Stop/Station in Fort Pierce: Proactive Next Steps

ACTIVITIES/MILESTONES	DATE
Monitor actions	Ongoing
Develop Conceptual Design	10/23
Identify Potential Partner	10/23
CONFERENCE AGENDA: Presentation Brightline Station Conceptual Design and Potential Partnership	11/23
Lobby Federal Government and State of Florida for funding	Ongoing
Receive Response from Brightline	12/23
CITY MANAGER	

Key Issues

- Location
- Future Land Use
- Station Design
- Potential Development Partner
- Outside Funding Sources
- Funding Conceptual Design
- ROW
- Utility Locations
- Pedestrian Connectivity

SEPTEMBER 2023 UPDATE

The City of Fort Pierce executed an interlocal agreement with SLC TPO for funding participation for architectural design services for our future passenger rail station. This design will include elements for the inclusion of higher education facilities due to our impending development relationship with Indian River State College. TPO recently gave City staff the opportunity to review the architect’s Scope of Services. Staff believes the comprehensive approach encompasses all of our needs and surpasses our original expectations. Work to be completed includes community and stakeholder outreach, station area planning for three potential sites, and conceptual designs and renderings. A Kickoff Meeting was held with the design team late September 2023.





DEVELOP OUR COMMUNITY

GOAL Annexations Strategy/Interlocal Service Boundary Agreement: Paradise Park and Other Enclaves(s)

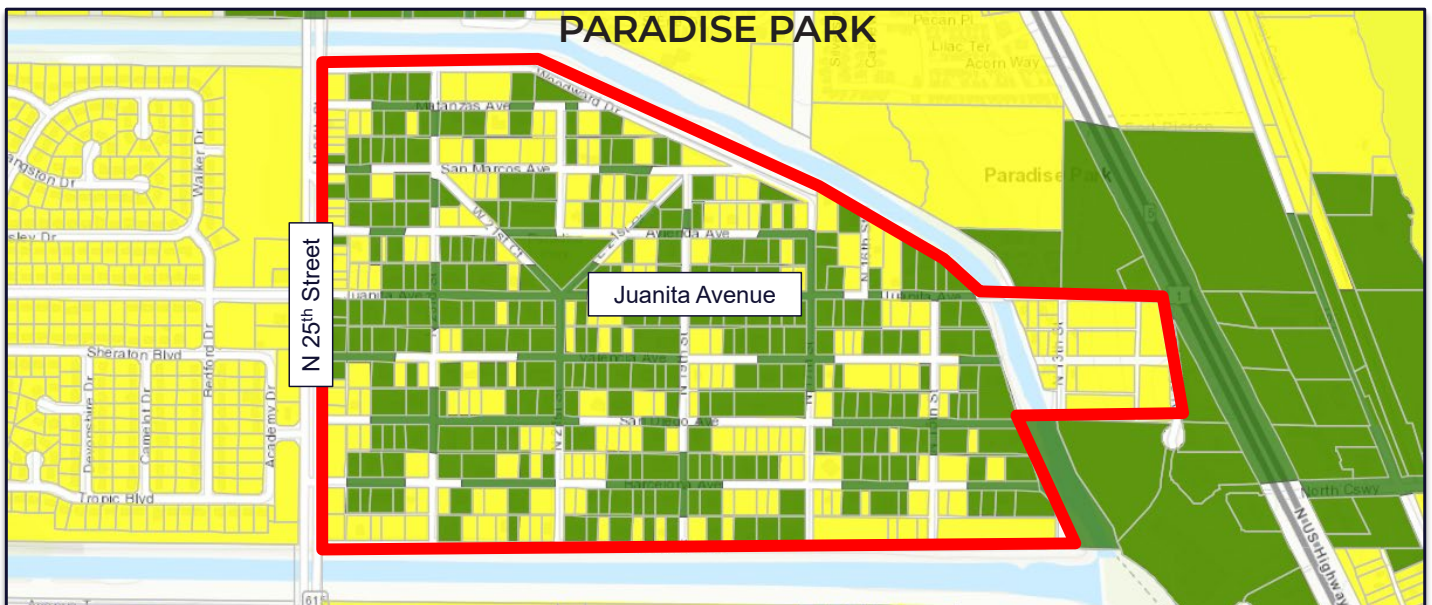
ACTIVITIES/MILESTONES	DATE
Work with St. Lucie County on Annexation	6/23
DECISION: 41+ Individual Parcel Annexations	6/23
DECISION: Paradise Park Annexation	11/23
CITY MANAGER	

Key Issues

- St. Lucie County

SEPTEMBER 2023 UPDATE

City of Fort Pierce and Saint Lucie County Staff members met in late April 2023 to initiate the negotiation process associated with a possible Interlocal Service Boundary Agreement (ISBA) for Paradise Park and Fiesta Hill. City staff drafted a term sheet, phasing map, and 5-year schedule of parcels and infrastructure to be annexed. Saint Lucie County and Fort Pierce Staff have completed a review of the agreement. It is currently being reviewed for legal sufficiency.



- City Limits
- Unincorporated SLC/FPUA Retail Service Area
- Area identified for annexation through ISBA



DEVELOP OUR COMMUNITY

GOAL Growth Management Plan: Scope, Development and Adoption

ACTIVITIES/MILESTONES	DATE
Define scope of project	5/23
JOINT FPUA STRATEGIC PLANNING WORKSHOP: Water and Wastewater	8/23
Prepare Growth Report	10/23
CONFERENCE AGENDA: Presentation and Discussion	12/23
FPUA/CITY MANAGER	

Key Issues

- Water Expansion
- Wastewater Expansion
- Funding
- Community Needs
- Future Growth Direction

SEPTEMBER 2023 UPDATE

The FPUA Board conducted its 2023 Strategic Planning Session on August 16th. Staff is currently developing action items for the identified goals and strategies. A final report will be prepared and presented to the FPUA Board in October. This will also be presented to the City Commission during a Conference Agenda meeting in December or January.



Site location for new water treatment plant





DEVELOP OUR COMMUNITY

GOAL Orange Avenue Corridor Street Improvements: Project Completion

ACTIVITIES/MILESTONES	DATE
Orange Avenue Beautification Project - U.S. 1 to 10th Street: Completion	2026
Orange Avenue Beautification Project - FDOT - 13th to 33rd Street: Completion	2026
CITY ENGINEER/FDOT	

Key Issues

- Project Completion



SEPTEMBER 2023 UPDATE

- Fort Pierce Utilities Authority currently constructing/relocating utilities prior to FDOT contract.
- FDOT is projecting a Fall 2023 letting date with construction beginning Spring 2024
- Estimated completion date Spring 2026





DEVELOP OUR COMMUNITY

GOAL Downtown Development Master Plan Implementation: Direction and Funding

ACTIVITIES/MILESTONES	DATE
Establish CIP Plan for Downtown Projects	3/23
Identify funding sources	6/23
Prepare Report	6/23
BUDGET WORKSHOP: Presentation and Direction	7/23
CITY MANAGER	

Key Issues

- Streetscape Project
- Beautification Project
- Pedestrian Connectivity



SEPTEMBER 2023 UPDATE

The Downtown Master Plan is complete. Capital improvement projects have been identified to accomplish this plan and will be added to the City of Fort Pierce CIP for funding assignment.





DEVELOP OUR COMMUNITY

GOAL County Airport Development: Update and City Actions

ACTIVITIES/MILESTONES	DATE
Request St. Lucie County Airport Director status and future direction	TBD
CITY MANAGER	

Key Issues

- Vision Direction
- Commercial Air Service

SEPTEMBER 2023 UPDATE

A request will be made to the County Administrator for an update on airport matters within the next few months.



TREASURE COAST
International Airport & Business Park
AT ST. LUCIE COUNTY





DEVELOP OUR COMMUNITY

GOAL Tourism Expansion Strategy/Action Plan: Update Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Update Report from Tourism Development Council	10/23
SUNRISE THEATRE DIRECTOR/ COMMISSIONER J. JOHNSON	

Key Issues

- Bed Tax Allocation
- Tourism Tax for City of Fort Pierce
- 1-Cent Available
- Fort Pierce Generation: 58%

SEPTEMBER 2023 UPDATE

An update of the Sunrise Theatre’s 100-Year Celebration and Tourism Development Activities was presented at the June 12, 2023 Conference Agenda meeting.





DEVELOP OUR COMMUNITY

GOAL Neighborhood Identity and Branding - Phase 1: Consultant Selection and Neighborhood Identification

ACTIVITIES/MILESTONES	DATE
Issue RFP for consulting services	9/23
DECISION: Award Contract for Neighborhood Identity and Branding	12/23
Develop Plan by consultant	3/24
Select Neighborhoods for Phase 1	4/24
CITY MANAGER	

SEPTEMBER 2023 UPDATE

A Request for Qualifications has been drafted soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of areas for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. This streamlined approach will allow us to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA rather than issuing multiple RFPs. This consulting opportunity has been advertised to obtain vendor qualifications.



CITY OF
FORT
PIERCE



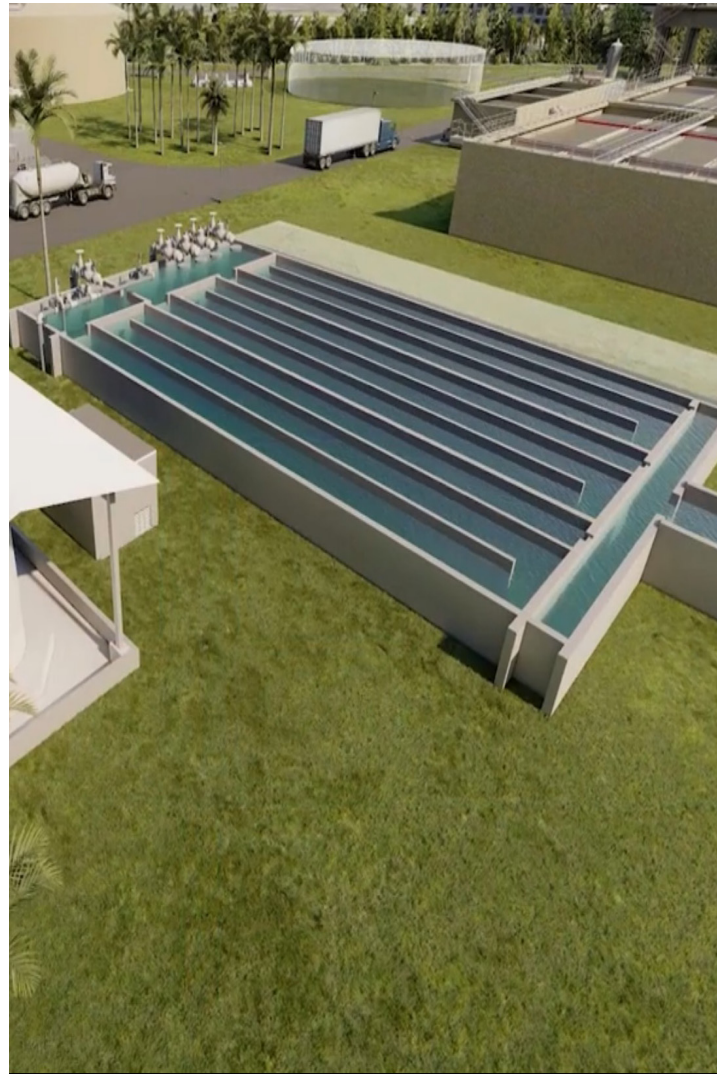
DEVELOP OUR COMMUNITY

GOAL Island Reclamation Plant Relocation: Design (90%) and Construction

ACTIVITIES/MILESTONES	DATE
Complete 90% Design	9/23
FPUA DIRECTOR OF UTILITIES	

SEPTEMBER 2023 UPDATE

The MWRP project is moving along well. The 100% GMP contract was approved in June and the design-build team is moving full throttle to keep the project on schedule. Site grading work is almost complete, the stormwater system and retention/upset ponds are complete and sodded in for stabilization. The temporary site power has been connected and construction trailers are on-site ready for field crews/project managers to inhabit for the duration of the project. The perimeter fence contract has been issued and work should begin at the beginning of September. FPUA counsel is working with FMPA to prepare an easement for the plant's south perimeter/TCEC north perimeter border to solidify future maintenance and berm construction. We are still on schedule for an October 2025 completion.





DEVELOP OUR COMMUNITY

GOAL Wave Garden Development: Permitting and Construction

ACTIVITIES/MILESTONES	DATE
Issue Permit	10/24
Begin construction	1/25
BUILDING DIRECTOR	

SEPTEMBER 2023 UPDATE

No information change/update for this project.





DEVELOP OUR COMMUNITY

GOAL King's Landing Development: Plan Review

ACTIVITIES/MILESTONES	DATE
Complete sitework review	9/23
Complete sitework	9/24
Begin construction	12/24
BUILDING DIRECTOR	

SEPTEMBER 2023 UPDATE

Pending the completion of Departmental Permit Compliance Reviews (DPCR) for site work only.

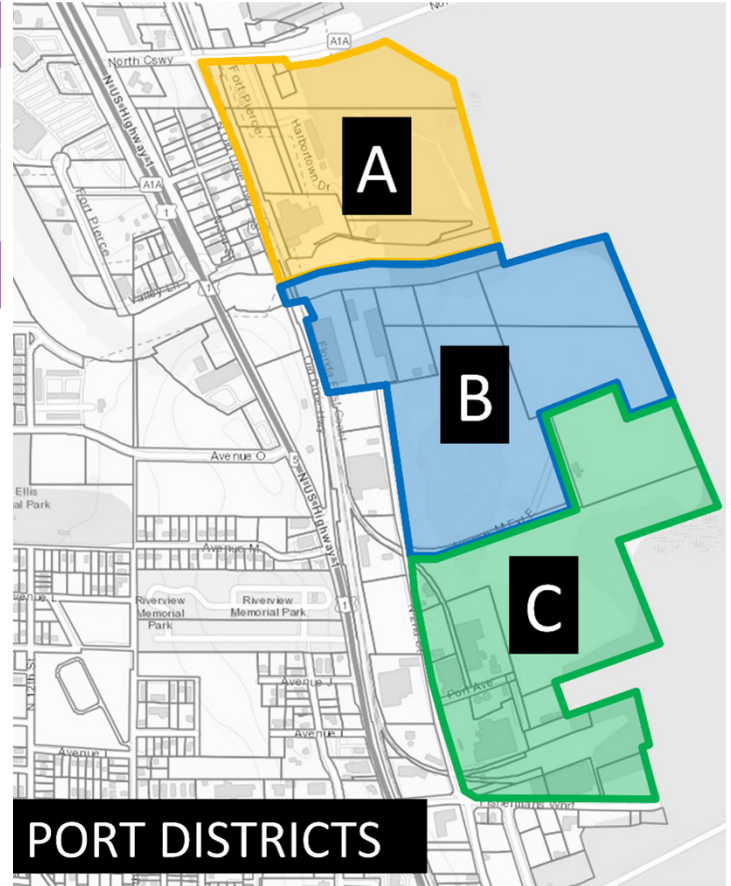




DEVELOP OUR COMMUNITY

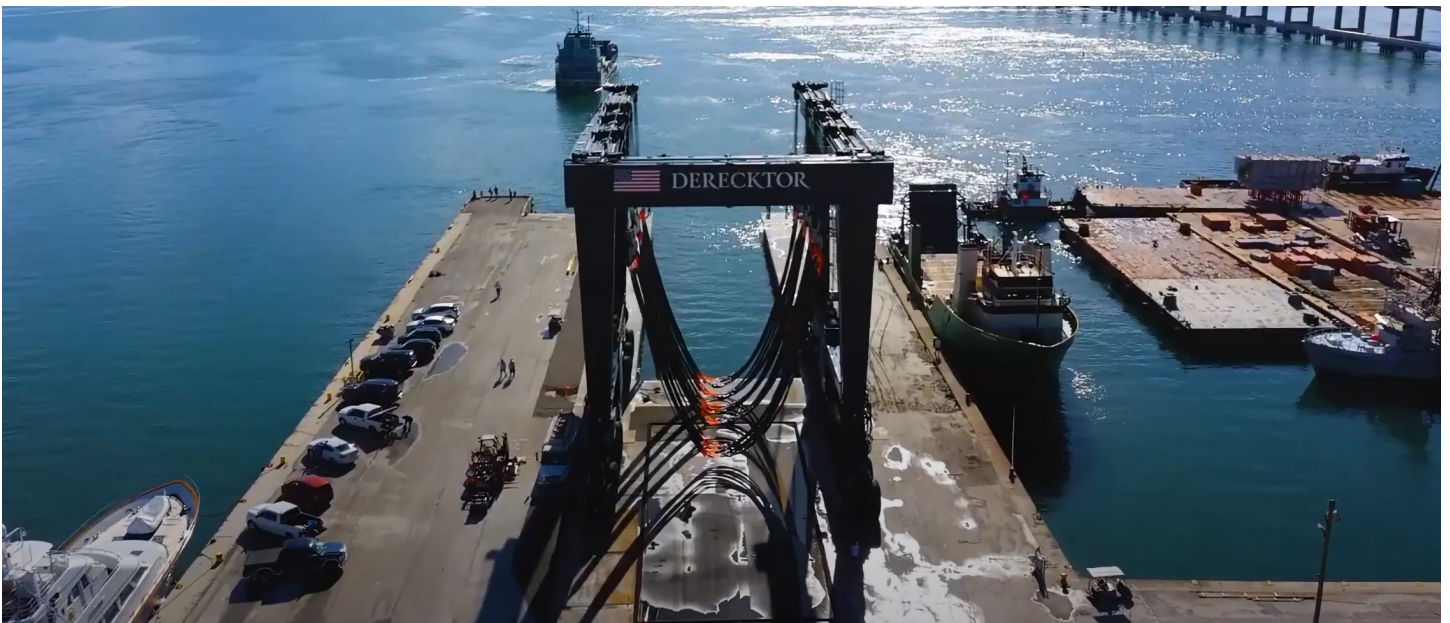
GOAL Port Development: Re-Zoning Direction

ACTIVITIES/MILESTONES	DATE
Planning Board: Review	5/23
DECISION: Port Re-zoning Approval	12/23
PLANNING DIRECTOR	



SEPTEMBER 2023 UPDATE

The proposed Port re-zoning code will be re-presented to the Planning Board in November after consultations with St. Lucie County and the Port Director. The code proposes a division of the Port into three distinct Districts. The code itself aims to protect existing entitlement afforded by underlying Future Land Use and Zoning while at the same time promoting the development of the Port of Fort Pierce masterplan.





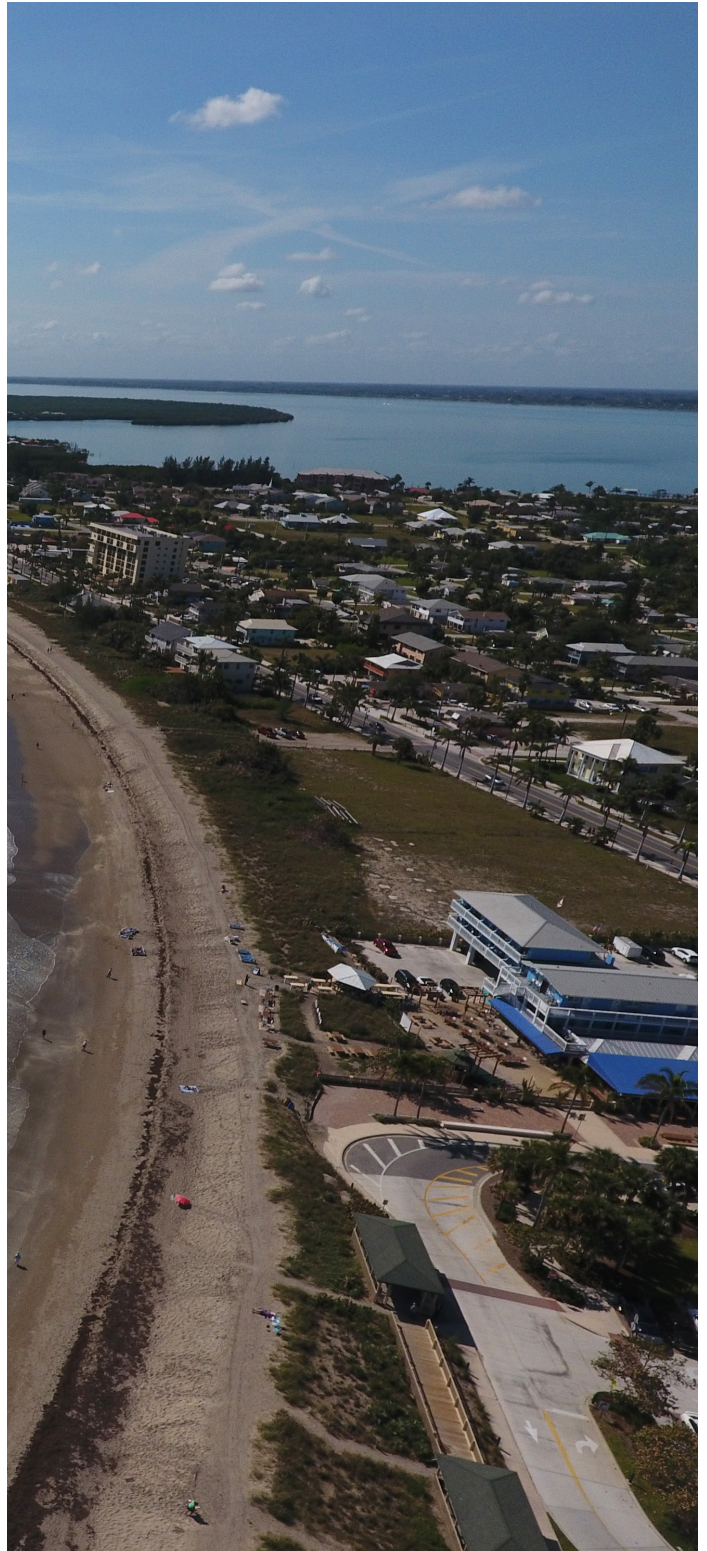
DEVELOP OUR COMMUNITY

GOAL South Beach Plan Development (2): Preparation and Direction

ACTIVITIES/MILESTONES	DATE
Review Planned Developments (2)	6/23
Planning Board: Review	TBD
DECISION: South Beach PD (2) Approval	TBD
PLANNING DIRECTOR	

SEPTEMBER 2023 UPDATE

Awaiting proposed projects to be submitted for review.





DEVELOP OUR COMMUNITY

GOAL Resilient City Strategy/Action Plan: Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
CONFERENCE AGENDA: Resiliency Strategy/Action Plan Discussion and Direction	3/23
Provide Resiliency Strategy/Action Plan Report to City Manager	10/23
Provide Seawall Report to City Manger	10/23
Provide Pump Station Flooding Report to City Manager	10/23
BUILDING DIRECTOR	

Key Issues

- Staffing
- Equipment
- Resources for Crisis Response

SEPTEMBER 2023 UPDATE

The reports will be provided to the City Manager in October.



Thumb Point Drive Seawall Breach



DEVELOP OUR COMMUNITY

GOAL SUN Trail through Downtown: Update Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Complete Preliminary Design on Indian River Drive	On hold
Prepare Update Report	9/23
CONFERENCE AGENDA: SUN Trail - Indian River Drive Report Discussion and Direction	10/23
CITY ENGINEER	

SEPTEMBER 2023 UPDATE

Design plans currently on hold at 30% pending directives to the following elements:

- To qualify for SUN Trail funding the trail must be separated from motorized vehicles. The section along 3rd Street from Georgia Avenue to Delaware Avenue does not have adequate right-of-way width to accomplish this requirement.
- A grant application has been submitted to FDOT for right-of-way acquisition along 3rd Street from Delaware Avenue to Georgia Avenue.
- The trail will pass beneath the Citrus Avenue Overpass and continue within the 3rd Street right-of-way north of the overpass to Boston Avenue. At this point, the trail will have to cross the FEC property that may be the site of a proposed Brightline Station. The trail needs to be incorporated into the concept plans of the new station.
- The next section of the trail is proposed

to travel along Orange Avenue into downtown. A decision must be made whether Orange Avenue becomes a “share road” or on-street parking be eliminated to create a dedicated trail.

- The trail will continue along Indian River Drive from Orange Avenue to Backus Avenue. This section of Indian River Drive is currently under design by a different consultant. A complete streetscape along with a redesign of the bridge crossing Moore’s Creek is underway. This design will incorporate the trail route.
- The next area in question is from South Bridge along the Fisherman’s Wharf property. Again, this is a developing area, and the trail needs to conform with the proposed improvements.
- This segment of the SUN Trail terminates at Fisherman’s Wharf and the exact location either the north or south side of Fisherman’s Wharf is directly dependent on the current PD&E Study that is taking place for the proposed overpass/tunnel crossing FEC Railroad connecting N. 2nd Street to Old Dixie Highway.





DEVELOP OUR COMMUNITY

GOAL Parking Pilot Study: Implementation, Evaluation and Future Direction

ACTIVITIES/MILESTONES	DATE
Install Paid Parking and Enforcement Software	10/23
Kick off Pilot Project	12/23

COMMUNITY RESPONSE DIRECTOR

Key Issues

- Equipment
- Software
- Resident Free
- Visitor Fee

SEPTEMBER 2023 UPDATE

RFP No. 2023-057 – Parking Management Services has been issued.

A pre-proposal meeting was held on 9/13/2023. Staff provided written responses to approximately 55 questions to date. Last day for questions is 9/29/2023 and proposals are due 10/10/2023.





DEVELOP OUR COMMUNITY

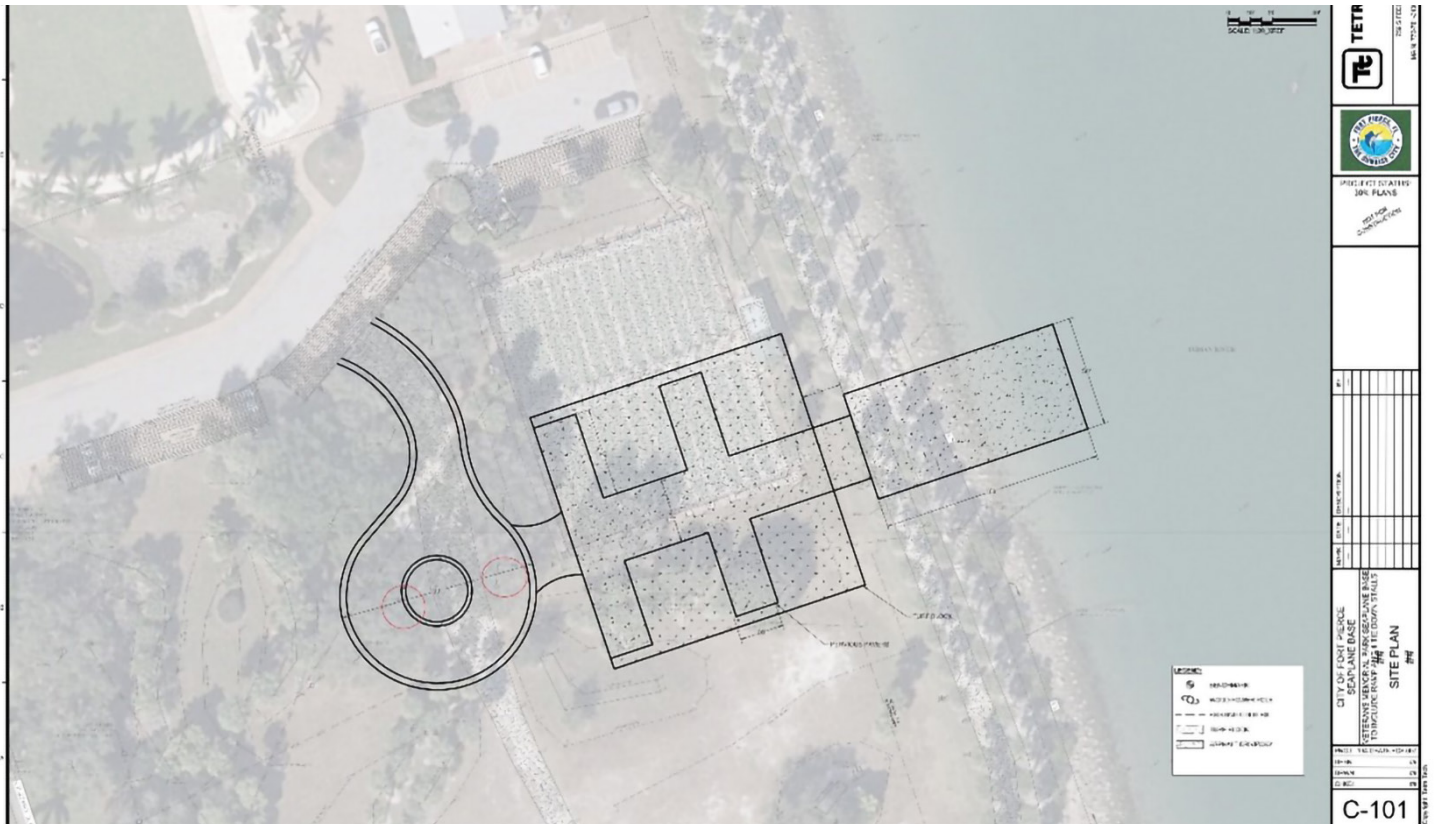
GOAL Seaplanes Facility and Service: Design and Construction

ACTIVITIES/MILESTONES	DATE
Complete Design	10/23
Issue Permit	10/23
Begin construction	11/23
Open	6/24

CITY ENGINEER

SEPTEMBER 2023 UPDATE

- Benthic Resource Survey has been completed.
- A preliminary layout has been provided.





DEVELOP OUR COMMUNITY

GOAL Fisherman’s Wharf Development: Plan Adoption

ACTIVITIES/MILESTONES	DATE
Prepare Land Use Site Plan/PD Phase 1	TBD
Planning Board: Review	TBD
DECISION: Land Use Site Plan/ Development Approval	TBD
CITY MANAGER	

Key Issues

- Agreement Amendment
- Developer Obligation
- City Obligation
- Title Issues Resolution
- Boat Ramp Issues

SEPTEMBER 2023 UPDATE

The three parties (Pierce 1, City of Fort Pierce, and Fort Pierce Redevelopment Agency) desire to extend and toll the time periods in the Agreement by twelve (12) months to allow the developer to explore alternative development location(s). To that end, a 4th Amendment was presented to and approved by the City Commission on August 21, 2023 and the FPRA Board on September 12, 2023.





DEVELOP OUR COMMUNITY

GOAL Development Review Task Force: Report with Recommendations, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Prepare Update Report with Recommendations	10/23
CONFERENCE AGENDA: Development Review Task Force Discussion and Direction	10/23
PLANNING DIRECTOR	

SEPTEMBER 2023 UPDATE

Development Review Task Force recommendations are scheduled for 10/9/23 Conference Agenda meeting.





DEVELOP OUR COMMUNITY

GOAL Public Transportation Implementation of Agreement: Update Report

ACTIVITIES/MILESTONES	DATE
Request Update Report from St. Lucie County Community Transit Department	6/23
CITY MANAGER	

Key Issues

- Routes

SEPTEMBER 2023 UPDATE

Complete. St. Lucie County Community Transit representatives provided an update report at the June 12, 2023 Conference Agenda meeting.





DEVELOP OUR COMMUNITY

GOAL Short-Term Vacation Rental: Problem Analysis, Best Practices, Report with Findings and Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Prepare Report - Status and Costs	6/23
CONFERENCE AGENDA: Short-Term Vacation Rental Report Discussion and Direction	6/23
COMMUNITY RESPONSE DIRECTOR	

SEPTEMBER 2023 UPDATE

Complete. Update presented at June 12, 2023 Conference Agenda meeting.





DEVELOP OUR COMMUNITY

GOAL Landscape Code: Revisions

ACTIVITIES/MILESTONES	DATE
Planning Board: Review	11/23
DECISION: Landscape Code Adoption	12/23
PLANNING DIRECTOR	

SEPTEMBER 2023 UPDATE

The Landscape Code has been reviewed and dissected into manageable parts. Revisions include:

- a. Tree, Shrub, and ground cover types and standards.
- b. Buffer requirements.
- c. Commercial Landscaping standards.
- d. Residential Landscaping standards.
- e. Mitigation, including alternative design such as bioswale and impervious materials.
- f. Landscape Bond/Maintenance.

Various amendments are slated to be introduced at the 10/23 Technical Review Board and/or 11/23 Planning Board.





DEVELOP OUR COMMUNITY

GOAL Bike Lane over South Bridge: Report with Options, Direction, Funding and City Actions

ACTIVITIES/MILESTONES
CONFERENCE AGENDA: Bike Lane over Bridge Discussion and Direction
Pursue TPO and FDOT Funding
Receive notification of funding
CITY ENGINEER

Key Issues

- \$1 Million Project Cost
- St. Lucie County Participation

SEPTEMBER 2023 UPDATE

- Report and direction currently on hold.
- Staff and TPO working with FDOT to provide permanent pedestrian/bicycle counters to record data for future improvements.





ENGAGE OUR COMMUNITY

GOAL “One Fort Pierce” Community - Strengthening: Next Steps

ACTIVITIES/MILESTONES	DATE
State of the City: City Commissioner Presentation	3/23
MAYOR/CITY MANAGER	

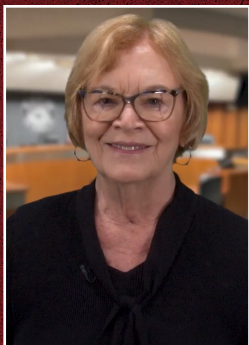
Key Issues

- Individual Commissioner Meeting
- Community Engagement with the City

SEPTEMBER 2023 UPDATE

Complete. Video completed with participation from all City Commissioners. The video is available for viewing at this link: <https://youtu.be/ODufxmDhLt8>

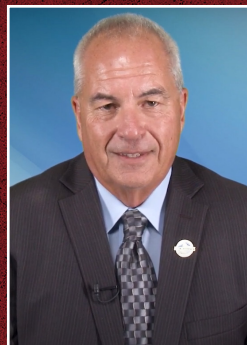
2023 STATE OF THE CITY ADDRESS Fort Pierce City Commission



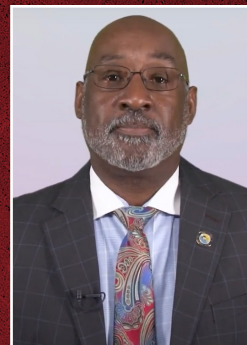
Mayor Linda Hudson



Comm. Curtis Johnson, Jr.



Comm. Michael Broderick



Comm. Arnold Gaines



Comm. Jeremiah Johnson



ENGAGE OUR COMMUNITY

GOAL Community Policing Expansion: Actions 2023

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	6/23
CONFERENCE AGENDA: Community Policing Expansion Report	6/23
POLICE CHIEF	

SEPTEMBER 2023 UPDATE

Completed June 12, 2023.





ENGAGE OUR COMMUNITY

GOAL Community Events and Festivals: Permitting Fee, Quality Control, Evaluation and Direction

ACTIVITIES/MILESTONES	DATE
Prepare Report	7/23
CONFERENCE AGENDA: Community Events Report Discussion and Direction	10/23
Administrative Decision: Fees	10/23

PUBLIC WORKS DIRECTOR

Key Issues

- Rental Fees
- Costs
- Residents vs. Non-Residents

SEPTEMBER 2023 UPDATE

The report is scheduled to be presented at the 10/9/23 Conference Agenda meeting.





ENGAGE OUR COMMUNITY

GOAL Celebrating Community Heroes: Concept Definition, Best Practices, Report with Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Prepare draft design	7/23
DECISION: Celebrating Community Heroes Direction	8/23
PUBLIC WORKS DIRECTOR	

SEPTEMBER 2023 UPDATE

Complete.





BEAUTIFY OUR COMMUNITY

GOAL Public Facilities Maintenance/Appearance Upgrade Enhancements: Direction, Funding and City Actions

ACTIVITIES/MILESTONES	DATE
Public Facilities Maintenance/Appearance Upgrade Report	11/23
PUBLIC WORKS DIRECTOR	

SEPTEMBER 2023 UPDATE

In progress.





BEAUTIFY OUR COMMUNITY

GOAL Annual Beach Renourishment - St. Lucie County and U.S. Army Corps of Engineers: City Role and Funding

ACTIVITIES/MILESTONES	DATE
DECISION: FPRA Contribution	5/23
Identify funding in the CIP	6/23
BUDGET WORKSHOP: Beach Renourishment Funding	7/23
CITY MANAGER	

Key Issues

- \$1 Million over 4 Years

SEPTEMBER 2023 UPDATE

The FPRA Board accepted and approved the FPRA CIP and the Beach Renourishment project is slated for funding. The Saint Lucie County contractor (Manson Construction) placed the last load of sand for the current project on April 25, 2023. In total, approximately 500,000 cubic yards of sand were placed on the beach immediately south of Fort Pierce Inlet. The project started on March 11, 2023, and it took approximately 46 days to complete (24/7 operation).





BEAUTIFY OUR COMMUNITY

GOAL Entrances/Gateways/Community Beautification Plan: Development and Adoption

ACTIVITIES/MILESTONES	DATE
Wayfinding Signs	
1. Bid for Wayfinding Signs	3/23
2. DECISION: Award Contract for Wayfinding Signs Installation	8/23
3. Complete installation	12/23

Entrance Signs	
1. Expand contract to include Entrance Signs	8/23
2. Complete installation	12/23

PUBLIC WORKS DIRECTOR

SEPTEMBER 2023 UPDATE

Will be meeting with contractor soon to discuss gateway project.





BEAUTIFY OUR COMMUNITY


GOAL Mural Projects 2023: Direction

ACTIVITIES/MILESTONES	DATE
Complete murals	12/23
CITY MANAGER	

SEPTEMBER 2023 UPDATE

Complete.

A COMMUNITY EVENT



**THE PEACOCK ARTS DISTRICT
MURAL PROGRAM**

Inauguration
AND ARTWALK

MONDAY, SEPTEMBER 25, 2023 AT 10AM
CITY PARKING LOT ON ORANGE AVE &
7TH STREET

FREE ADMISSION



CITY OF
FORT
PIERCE



ENJOY OUR COMMUNITY

GOAL Crime Reduction Action Plan: Update Report, New Initiatives, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
CONFERENCE AGENDA: Report Presentation	6/23
POLICE CHIEF	

SEPTEMBER 2023 UPDATE

Completed June 12, 2023.





ENJOY OUR COMMUNITY

GOAL Pinewood Recreation Facility Improvements: Completion

ACTIVITIES/MILESTONES	DATE
Refresh pavilion and restrooms	8/23
Install play sets	11/23
Complete pickle ball court	12/23

PUBLIC WORKS DIRECTOR

Key Issues

- Activities for families
- Celebrating the improvements with the community
- Homeless in park

SEPTEMBER 2023 UPDATE

- Restroom and pavilion refresh completed.
- Playset installation should take place within the next 30-45 days.
- Awaiting contractor for pickleball





ENJOY OUR COMMUNITY

GOAL Little Jim Operations: Direction

ACTIVITIES/MILESTONES	DATE
DECISION: Lease Direction	6/23
CITY MANAGER	

SEPTEMBER 2023 UPDATE

Complete. The City Commission directed Staff the perform all the necessary research over the next six (6) months to prepare the required RFQ/RFP for property utilization.





ENJOY OUR COMMUNITY

GOAL Jaycee Boat Ramp Enhancements: Update Report and Direction

ACTIVITIES/MILESTONES	DATE
Complete Preliminary Design	3/23
DECISION: Jaycee Boat Ramp Construction Funding	6/23
Complete construction	11/23

CITY ENGINEER

SEPTEMBER 2023 UPDATE

- A building permit has been issued
- Off-site fabrication of floating docks has commenced
- Upland mobilization, site setup, and erosion controls to begin first week of October 2023





ENJOY OUR COMMUNITY

GOAL Smart City Initiative Development: Direction and Actions

ACTIVITIES/MILESTONES	DATE
Complete Downtown Fiber	6/23
Complete Lincoln Park Fiber	7/23
Complete Industrial Park (Airport) Fiber	1/24
Finalize agreement on Downtown Kiosk	9/23

FPUA DIRECTOR OF UTILITIES

SEPTEMBER 2023 UPDATE

○ Downtown SMART City Initiative:

All fiber for the Downtown Project from Avene C to Orange Avenue has been installed and FPUAnet is currently connecting customers. Free Public Wi-fi at the Manatee Center and within Marina Square is currently active.

○ Lincoln Park SMART Neighborhood Initiative (7th Street to 15th to Orange Avenue to Avenue D):

All fiber within Lincoln Park Project has been installed, and starting September 4th, FPUAnet will be scheduling installs. Public Wi-Fi has been completed at the Means Court Center, Lincoln Park Community Center, and SLC Transit Facility. Public Wi-Fi at Avenue C and 10th Street Park will be installed the week of September 11th.

○ Industrial Park (Airport):

Design in the Airport Industrial Park is complete. Construction is scheduled to start in October.

○ Kiosks:

The Downtown Kiosk Agreement is under review by the FPUA Attorney.



ENJOY OUR COMMUNITY

GOAL Animal Shelter Implementation: Next Steps

ACTIVITIES/MILESTONES	DATE
Complete on-boarding	3/23
Complete IT infrastructure	5/23
Stabilize Veterinarian Services and Price	6/23
Expand Outreach Program	6/23
Create 501C3 non-profit organization/foundation for community donations	1/24

COMMUNITY RESPONSE DIRECTOR

SEPTEMBER 2023 UPDATE

Very high priority as the volunteer network is gaining momentum. The first volunteer orientation is Sunday, September 24th.

Bi-weekly events are being held at the City Marina to increase our outreach efforts and donations are on the increase.





ENJOY OUR COMMUNITY

GOAL Lincoln Theater: Request an Update Report

ACTIVITIES/MILESTONES	DATE
Request Update Report	5/23
CITY MANAGER	

SEPTEMBER 2023 UPDATE

Complete. An update from the Martin Luther King Commemorative Committee was scheduled to take place at the 4/10/23 Conference Agenda meeting. Lincoln Theater representatives did not attend as expected. No further action is planned at this time





ENJOY OUR COMMUNITY

GOAL Sunrise Theatre Future/Program Expansion: Update Report and Direction

ACTIVITIES/MILESTONES	DATE
CONFERENCE AGENDA: Sunrise Theatre Annual Report	12/23
SUNRISE THEATRE DIRECTOR	

SEPTEMBER 2023 UPDATE

The Sunrise Theatre Membership drive is underway. The coming season has been announced and a successful members kick-off reception was held with members able to purchase their tickets. A robust season with a variety of shows has been scheduled with more to come.





www.cityoffortpierce.com | 772.467.3000





City Manager's Report



NOVEMBER 2023

Contents

- 4** Trunk or Treat
- 6** City Project Updates
- 10** Indian Hills Golf Course
- 12** Building Activities
- 16** Youth Program Update
- 18** Police Activities
- 21** SeeClickFix Summary
- 22** City Marina
- 23** Planning Determinations
- 24** Sunrise Theatre
- 26** New Businesses
- 27** Events/River Walk Center



4 Trunk or Treat



4 Trunk or Treat



4 Trunk or Treat



6 City Project Updates



12 Building Activities



16 Youth Program



18 Faith & Blue



Trunk or Treat?

The Fort Pierce Police Department would like to thank everyone who attended our Halloween drive-up Trunk or Treat event on October 31st. For three straight hours, hundreds of vehicles made their way past the Main Police Station at 920 South U.S. Highway 1 as we handed out plenty of candy to children of all ages.

To say the costumes and the smiles we saw were magnificent would be a huge understatement. We thoroughly enjoyed chatting with everyone who came through the line to get candy and we're already looking forward to next year!

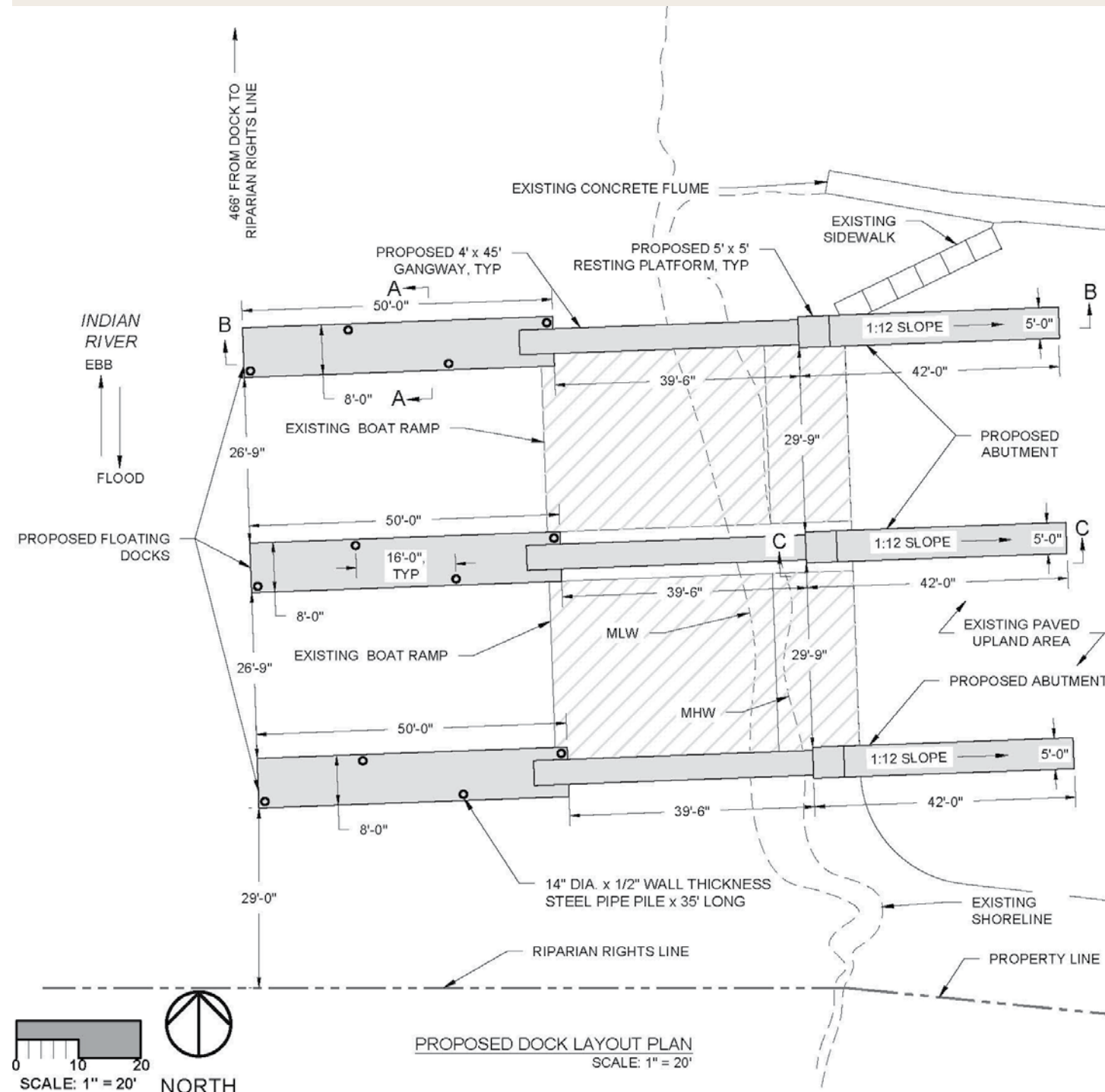
Fort Pierce Police Chief Diane Hoble-Burney said she was thrilled with the massive turnout at the Trunk or Treat event.

"Seeing all the beautiful smiles of the youth and their parents in costumes of all kinds truly touched my heart," she said. "Things like this are what make Fort Pierce great and truly demonstrate we are 'One Fort Pierce.' We are so thankful to have so many families share Halloween with us."



Jaycee Park Floating Boat Docks

Construction commenced on the boat ramp replacement project at Jaycee Park. The project includes the removal of the three (3) fixed boat docks and the construction of three (3) new floating boat docks and abutments complete with associated gangways. Construction is expected to be completed by the end of December 2023.



Jaycee Park - Vinyl Sheet Abutment Construction



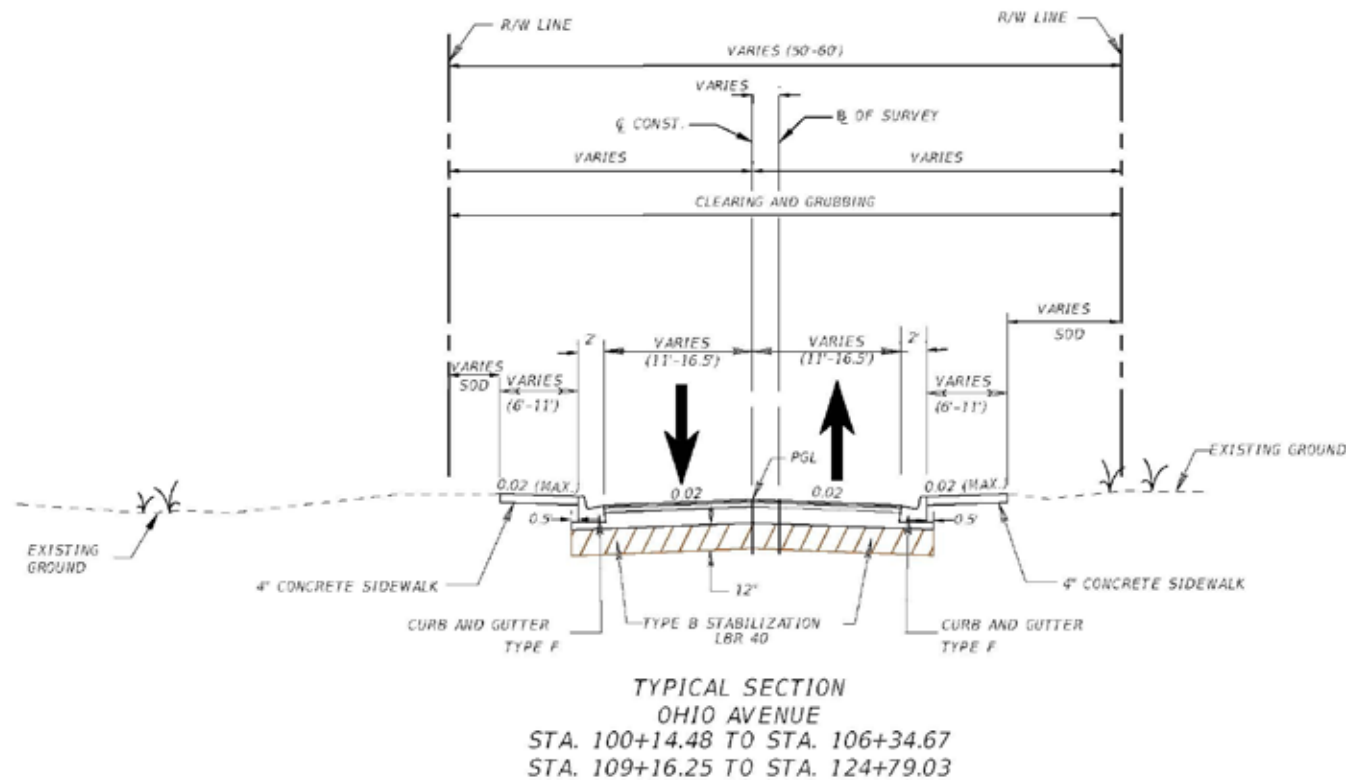
Jaycee Park Fixed Boat Docks - Preconstruction Aerial View

**Ohio Avenue
(US Highway 1 to 11th Street)**



Construction commencement has been delayed from the end of September to the end of October due to material acquisition delays. This roadway improvement project will provide new drainage, potable water, and sanitary sewer collection systems along with a new roadway, curb & gutter, sidewalks, streetlighting, and limited landscaping.

Ohio Avenue - Existing Conditions



TRAFFIC DATA
= 2021 AADT = 2050
= 25 MPH

TRAVEL LANES
STRUCTURAL COURSE (TRAFFIC C) TYPE SP-9.5 (1")
STRUCTURAL COURSE (TRAFFIC C) TYPE SP-12.5 (1 1/2")
CEMENTED COQUINA BASE (8")
AND TYPE "B" STABILIZATION SUBGRADE (12")

Proposed Roadway Section

**Avenue D
(Indian River Drive to 29th Street)**

The City has received \$1.5 million in state grant funds for construction of the Avenue D project. A kickoff meeting was held with the FDOT on August 3, 2023 to ensure we maximize resources to complete this project. The City has received comments from FDOT and is working with our consultant to address the comments. It was determined to leave the project in phases, with Phase 1 being the resurfacing from 29th Street to US 1 as it is "shovel ready". The state grant funds will be used on that phase, and it is anticipated this will be able to be advertised for construction in early 2024. The City continues to advance the design of Phase 2 which is the complete reconstruction of Avenue D from US 1 to Indian River Drive.

**Avenue B
(13th Street to 8th Street)**



The roadway construction of Avenue B from 13th Street to 8th Street is nearly complete. The only remaining items include installation of final pavement markings and installation of new street signage. Utility work (AT&T) remains and is anticipated to be complete in January. Until utility installations are complete, sidewalk in the locations of existing utility poles has not been constructed.

Indian Hills Golf Course

Things are definitely looking up for The Hills!! We are on pace to record our best Revenue for October ever! With the new golf carts, MUCH improved playing conditions, new fertilization and insecticide program and fantastic weather we are in the best shape that we've been in years!

We have been having fantastic weather entering the end of October and, hopefully, we can continue this trend into late November. To grow Bermuda Grass, total temperatures must equal 140 degrees. This is the combined calculation of the daytime highs and the evening lows. For example, if the daytime high is 75* and the evening low is 55*, it may turn out to be a beautiful day, but we aren't growing grass. When you combine several days or weeks of this weather and you add in the golf cart traffic, it puts a lot of stress on the Turf Grass. The Fairways and Rough areas get matted down and become hard. The good news is that the ball will roll farther when you hit your driver. The bad news is that the lies become much tighter and more difficult to

get the ball into the air. This is the reason that we look forward to even a few extra weeks of daytime highs in the low to mid 80's. The longer the weather is conducive to growing grass in the Fall, the better we will be in the Spring!

The Sign-Up Sheet is available now for our annual "Turkey Shootout" held on Thanksgiving morning, which is always extremely well attended and a LOT of fun! You may register as a single, two-some or four-some, but make sure you register quickly because it is always SOLD OUT! The cost is \$32 per player and includes continental breakfast, range balls, golf fees, prizes and we donate \$2 per player to the Treasure Coast Food Bank out of every entry.

We thank all of our members and guests for their support, and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing summer maintenance projects.



SALES REPORT

	AUGUST 2023	SEPTEMBER 2023
Golf Rounds	2,297	2,323
Golf Fees	\$50,868.79	\$52,277.48
Range Tokens	\$1,591.89	\$1,552.08
Membership Fees	\$965.41	\$510.00
Food & Beverages	\$7,423.47	\$6,921.07
Merchandise	\$3,087.31	\$2,284.98
TOTAL	\$63,936.87	\$63,545.61



The Hills 1940's

100 BLUE SKY CIRCLE

A Temporary Certificate of Occupancy has been issued for the club house / leasing office for Blue Sky Landing. While finalizing construction of the club house and the first two apartment buildings, the Temporary Certificate of Occupancy allows Blue Sky to operate their leasing office and meet with prospective tenants.



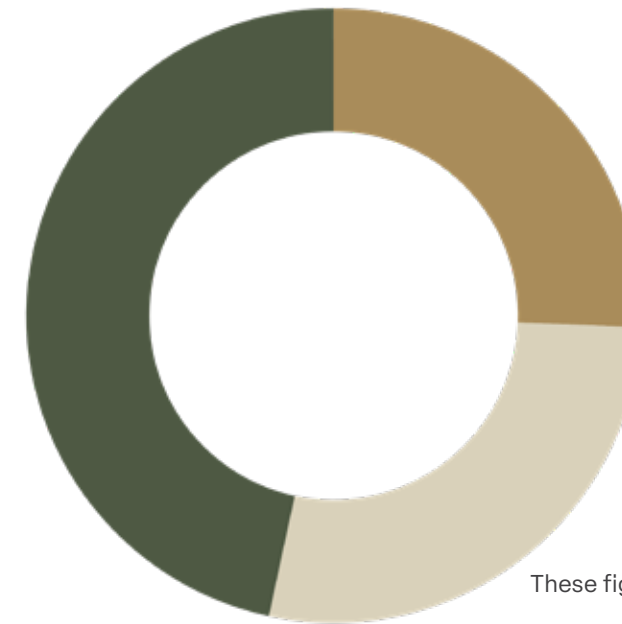
5430 OKEECHOBEE ROAD

Seven Brew is constructing a drive-through coffee stand utilizing a hybrid of a modular building and traditional construction techniques. Sitework for the entrance, parking area and stormwater drainage is also being constructed concurrently. This mix of construction will allow Seven Brew to complete construction quickly.



2398 PETERS ROAD

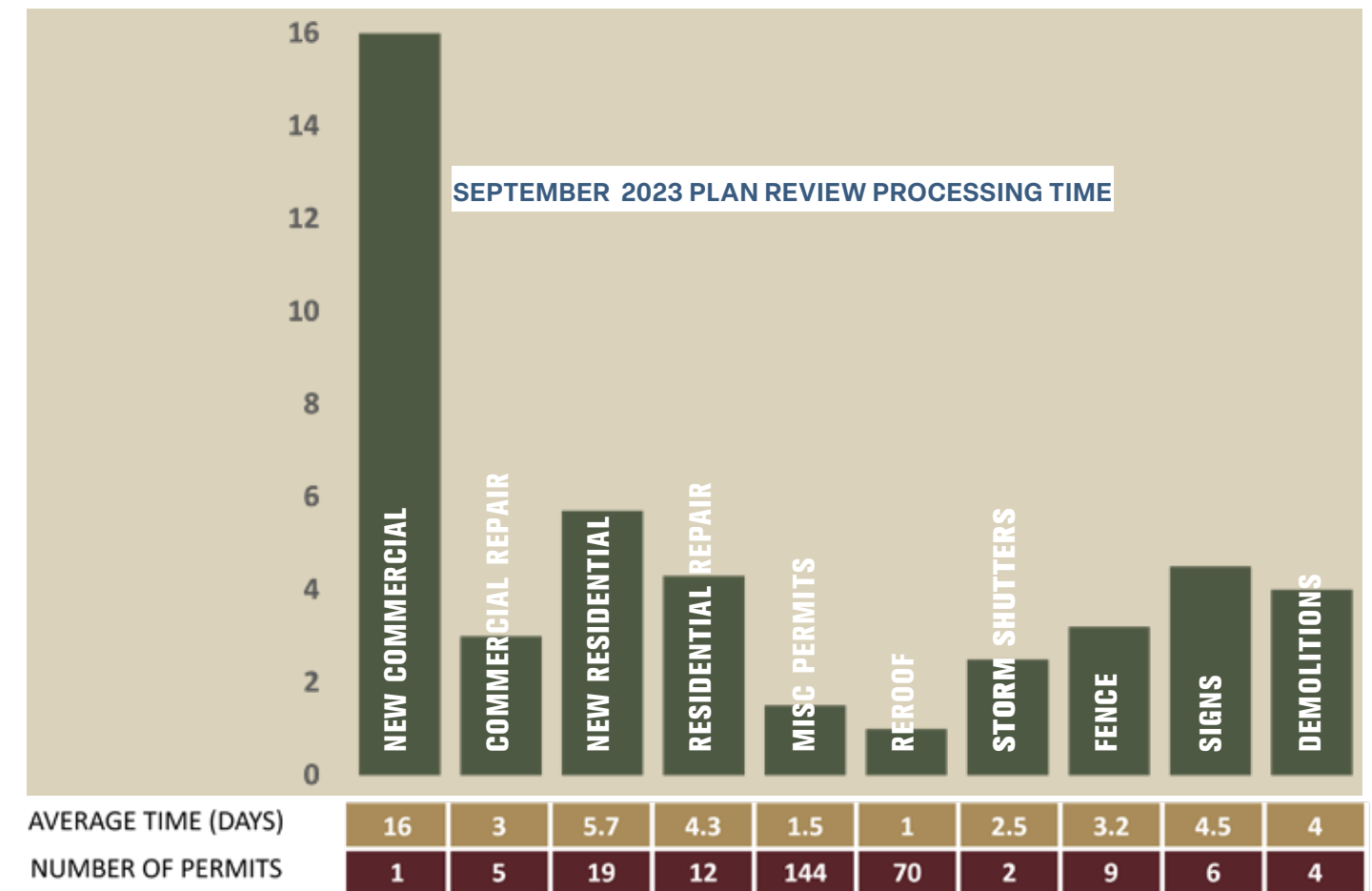
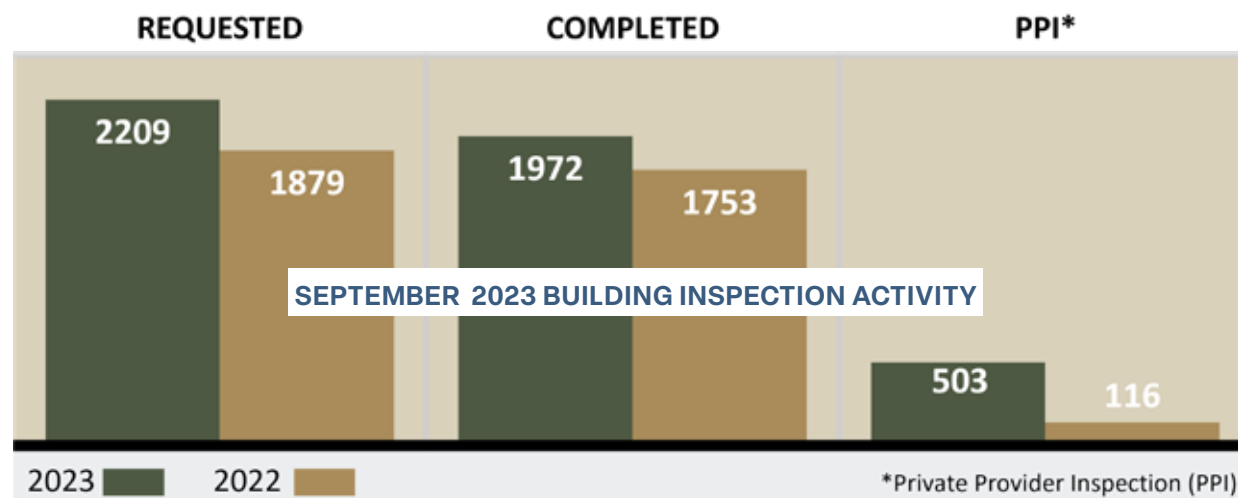
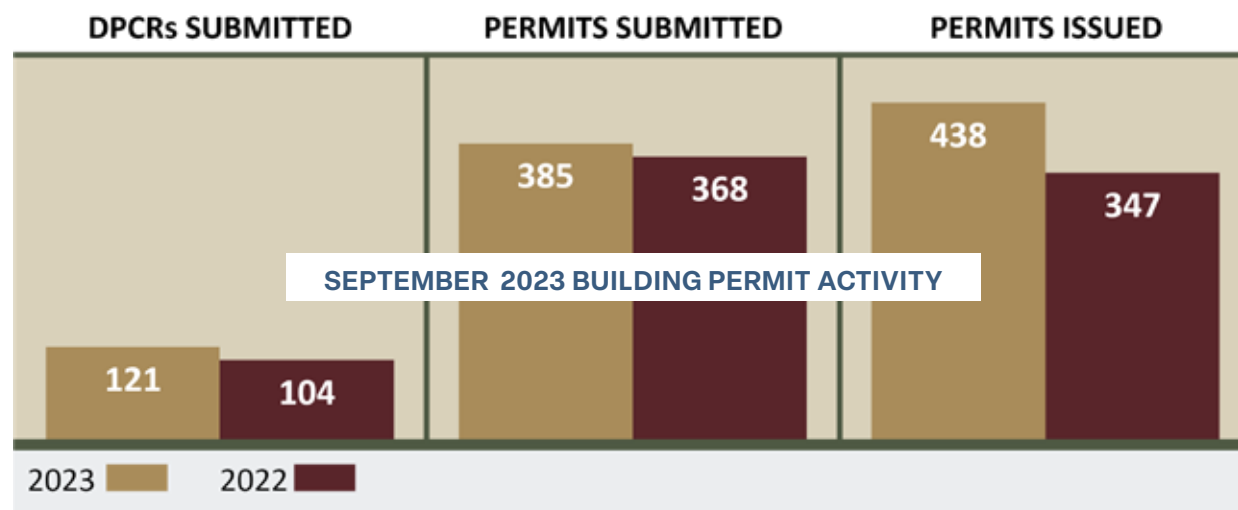
A stocking permit has been issued for Lazydays RV. A stocking permit allows Lazydays to bring in shelving, furniture, equipment and RVs while also allowing staff to be brought in and trained in preparation of opening. All life-safety systems are in place and construction is wrapping up. The stocking permit is an incentive offered at the discretion of the Building Official to aid the business prior to the issuance of the Certificate of Occupancy.



SEPTEMBER 2023 NEW CONSTRUCTION VALUES

\$6,900,000	NEW COMMERCIAL PERMITS
\$7,493,791	NEW SITEWORK PERMITS
\$12,569,515	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in September 2023 for New Construction





2023 Youth Program Update

The City of Fort Pierce Firehawks Football and Cheer Program regular season has come to a close! Recently, the City's football and cheer program ended its 8-week season with 3 football teams advancing to their Conference Championship games.

These teams were successfully led by head coaches Booker "Tre" Eckles - 8U-Red with an 8-0 record, Devereuv Dickerson - 10U-Red with a 7-1 record, and Ranchavis "Flash" Sears 12U-Red with a 7-1 record. Way to go Firehawks!!

On 10/28/23, at Okeechobee High School, the teams will match-up with the top teams from Palm Beach Gardens, Palm City, Pahokee and Riviera Beach to see who will receive the top honors for 2023.

Our Cheer program members truly cheered their hearts out this season and returned home from the Treasure Coast local competition with the following mentions: Jr. Pee Wee- 2nd place, Jr. Varsity-1st/1st place and Varsity-1st/2nd place in the Show Cheer and Sideline categories. Also, all Cheer teams advanced to the 2023 Southeast Regional Championship competition that takes place over the Thanksgiving weekend in Orlando.

Again, congratulations City of Fort Pierce Firehawks Football and Cheer program and all our volunteer coaches for all your hard work, dedication, and recent accomplishments! Your efforts are truly appreciated.

The Fort Pierce Police Department recently hosted multiple specialized training sessions at the Fort Pierce Recreation Center, where we welcomed Law Enforcement Officers from across South Florida.

The training, which took place from Monday, October 16, 2023, through Saturday, October 21, 2023, was designed to enhance crowd management capabilities and to solidify partnerships with other law enforcement agencies.

A special thanks goes to the instructors from the Broward County Sheriff's Office and the Palm Beach County Sheriff's Office for providing excellent training and realistic scenarios for officers and sheriff's deputies.



Faith & Blue Event

The Fort Pierce Police Department offered thanks to everyone who attended the Faith & Blue event on October 6, 2023 at the Fort Pierce Garden Club. Our officers and civilian personnel thoroughly enjoyed spending time with those who attended and talking about ways to create more unified communities. We truly appreciate the partnerships we have with so many faith-based organizations and look forward to working alongside each of them for many years to come!

Faith & Blue was launched in 2020 to facilitate safer, stronger, more just and unified communities. This goal can be accomplished by directly fostering local partnerships among law enforcement professionals, residents, businesses and community groups "through" the connections of local faith-based organizations. The idea is a simple but powerful one – the ties that bind officers and residents must be reinforced if we are to build neighborhoods where everyone feels safe and included. We know that faith-based organizations are key in helping to build these extremely important and crucial bonds.



Hundred Club First Responder of the Year

The Fort Pierce Police Department would like to congratulate Officer Damian Spotts for being named one of four St. Lucie County Hundred Club First Responders of the Year. Spotts received the prestigious award on October 10, 2023, during the organization's 34th Annual Awards Program at the MidFlorida Event Center in Port St. Lucie.

Chief Diane Hobley-Burney and Hundred Club President Jason Berger presented Spotts with his award. In introducing her officer, Hobley-Burney pointed out that Spotts makes the safety and well-being of Fort Pierce residents and visitors a top priority and truly epitomizes our motto, "In Honor We Serve," on a daily basis.

Following the ceremony, Spotts said one doesn't get into law enforcement to be recognized but it was truly an honor to be singled out as a Hundred Club First

Responder of the Year. He also pointed out that the true reward he enjoys on a daily basis is the feedback he gets from those who cross paths with him. "At some point you may have helped to make a difference in their lives," he said. "You may not always recognize them but believe me, they remember you. And when they come up to you 15 years later and recall the story, that's a true reward."

The other Hundred Club First Responders of the Year are Port St. Lucie Police Officer Tom Nichols, St. Lucie County Sheriff's Office Deputy Patrick Seidel and St. Lucie County Fire District Battalion Chief Nick Wilson. Congrats to all the winners and we thank you for your service!!! A huge thanks also goes out to the members of the St. Lucie County Hundred Club for putting on such a wonderful program and for everything they do for first responders and their families.

Major Eric Chan Sworn In

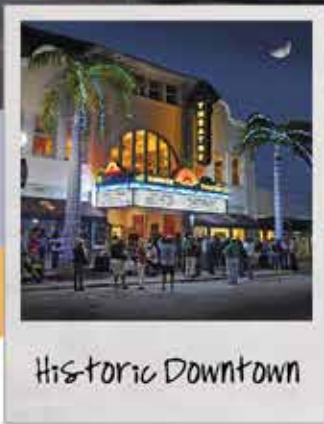
The Fort Pierce Police Department welcomed Major Eric Chan, a 28-year law enforcement veteran who recently retired from Homeland Security Investigations.

Chan started his law enforcement career in Newark, New Jersey, in 1995 as an Inspector with the United States Customs Service. Since that time, he has held various positions with Homeland Security Investigations, including Acting Deputy Assistant Director for Domestic Operations, where he managed subordinate leaders responsible for implementations, guidelines and directives governing domestic investigative activities for 210 domestic

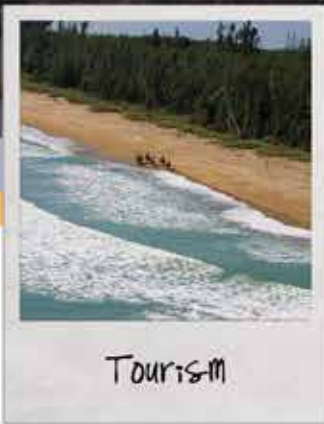
field offices. While with Homeland Security Investigations, Chan also served as the Assistant Special Agent in Charge for Miami International Airport Division, Senior Law Enforcement Representative to U.S. Southern Command, as well as the Section Chief and Program Manager of the Human Smuggling and Trafficking Unit in Washington, D.C.

He was sworn in on October 2, 2023, by Chief Diane Hobley-Burney in front of his immediate family and his Fort Pierce Police Department family. He will oversee Investigative Services for the Fort Pierce Police Department. Welcome aboard, Major!

FORT PIERCE THE SUNRISE CITY



Historic Downtown



Tourism



Community Events



Arts & Culture

Florida's Idyllic Small Town

Fort Pierce offers a charming, historic, small-town lifestyle set in a picturesque paradise. With miles of unspoiled shores, this hidden gem in Florida is a delightful destination. The City boasts captivating research centers, museums, and a diverse range of cultural and recreational attractions, making it a fantastic place to explore.

To discover more about the City of Fort Pierce visit the official website at www.cityoffortpierce.com



September 2023 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Rental Housing Complaint	1	0	0.0	0.0	-	-	-	-
Living in Structure Without Utilities	-	-	-	-	1	1	1.6	16.4
Abandoned Vehicle	-	-	-	-	1	1	2.2	6.0
General	3	0	0.0	0.0	6	1	3.9	6.0
Tall Grass/Overgrown Landscaping	3	0	7.9	0.0	2	0	0.0	0.0
Drainage Issues	1	0	0.0	0.0	-	-	-	-
Traffic Signal	1	0	0.0	0.0	2	1	0.6	1.8
Pothole	1	0	0.0	0.0	2	2	0.1	2.0
Street Light	-	-	-	-	3	0	0.0	0.0
Street Sign	-	-	-	-	1	1	0.0	1.4
Trash and Recycling	-	-	-	-	5	1	0.5	2.0
TOTALS	10	0	5.3	0.0	25	8	2.8	4.7

Please use this link to view a map of the Fort Pierce City Commission Election Districts:

<https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Districts-Map-2022>

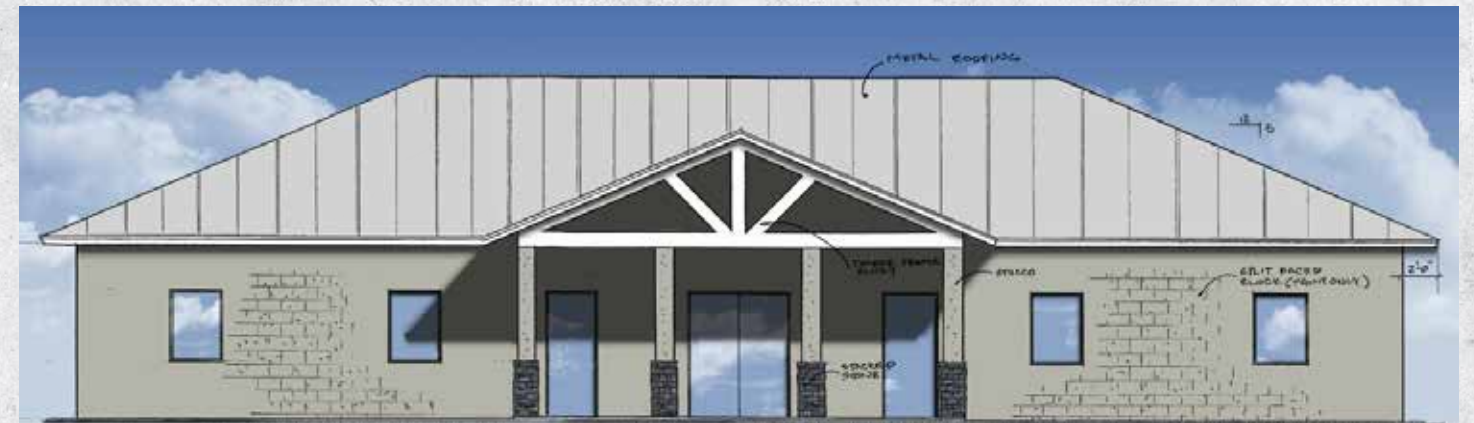
- BUILDING DEPARTMENT
- COMMUNITY RESPONSE
- ENGINEERING DEPARTMENT
- PUBLIC WORKS



PLANNING DETERMINATIONS

2398 PETERS ROAD

The City Commission approved a site plan for a 300 square-foot office and a 10,000 square-foot shop for the Treasure Coast General Contractors business. This is a locally owned and operated business, located at 2006 Hartman Road in the City of Fort Pierce. The proposed development is located on a parcel with a Future Land Use of County Commercial (CC) and a Zoning of General Commercial (C-3).



City Marina Financial Report

	JULY	AUGUST	SEPTEMBER
Dockage Reservations	81	57	50
Monthly Dockage	\$127,109.78	\$161,701.44	\$144,024.67
Transient Dockage	\$55,746.72	\$44,842.95	\$39,142.24
Electricity	\$4,630.39	\$4,227.00	\$3,799.00
Retail	\$23,625.03	\$23,834.29	\$11,406.86
Gas Sales	\$115,668.84	\$58,970.91	\$43,004.17
Diesel Sales	\$74,076.69	\$38,004.37	\$25,059.22
TOTALS	\$400,857.45	\$331,580.76	\$266,436.16



And We're Back!

The 2023/24 season is off and booming already! October was jammed with the Bored Teachers Comedy Tour, EMO ORCHESTRA featuring Hawthorne Heights, the News-boys, and more. It was a welcoming sight to see the crowds of people fill up the theatre, not just from the inside, but from the outside as well. The downtown shops and restaurants have already expressed their excitement to see the theatre beautifully lit up and the crowds pack in.

To share an example, last year the theatre held around 35 events. This year for the 2023/24 season, the theatre has over 60 shows scheduled, beginning in October, and finally slowing down in April as peak season dips before summer. The theatre has gone above and beyond to bring in a variety of shows – something for anyone.

Already, November is stacked with amazing shows. For example, Tom Segura – the famous comedian, has sold out his two shows held on November 24th & 25th, just after Thanksgiving. You can expect downtown to be extremely busy, as well as the Dave Koz Christmas Tour on November 28th. Things continue to pick up heading into December with more great shows from amazing tributes and classics to comedy and live performances.

As always, your support of the historic, 100-year-old theatre is an investment in the performing arts that helps preserve our rich history as the theatre continues to be the #1 destination for live entertainment on the Treasure Coast. To learn more about the perks of becoming a member, please visit: <https://www.sunrisetheatre.com/sunrise-theatre-fort-pierce-memberships/> or call our Box Office at 772.461.4775.

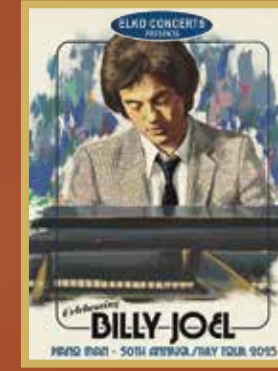


THE EXCITING NOVEMBER LINEUP



**1964
THE TRIBUTE**

NOV 10



**CELEBRATING
BILLY JOEL**

NOV 14



**TOM SEGURA
LIVE**

NOV 24 & 25



**DAVE KOZ
CHRISTMAS TOUR**

NOV 28



**ANDY
SUMMERS**

DEC 9



**ALLMAN BETTS
FAMILY REVIVAL**

DEC 10



CINDERELLA

DEC 27

THE TREASURE COAST'S #1 DESTINATION FOR LIVE ENTERTAINMENT



**SCAN FOR COMPLETE
LIST OF SHOWS**

**FOLLOW
US**





Events

- Every Wednesday - Green Market - Marina Square 12 pm-6:30 pm
- Every Saturday - Jazz Market - Marina Square 8 am-1 pm
- Every Saturday - Downtown Farmer's Market - Marina Square 8 am-12 pm
- 11/3/23 - Friday Fest - Marina Square 5 pm-9 pm
- 11/23/23 - Mustard Seed Ministries Thanksgiving Community Feast - Orange Ave & 9th 10 am-2 pm

River Walk Center Sales Report September 2023

Classes	\$901.64
Park Permits	\$2,278.10
Special Events	\$3,775.00
Facility	\$12,078.51
TOTAL	\$19,033.25

WELCOME NEW BUSINESSES

- | | |
|-----------------------------------|-------------------------------------|
| ACCUPRINT FINGERPRINTING | J & J COMERFORD INC DBA THE JOINT |
| ADVENTUS LABORATORY SOLUTIONS LLC | JBH FLORIDA CONSTRUCTION INC |
| AMERICAN CUSTOM CABINETRY LLC | JOHNSON, BRETT |
| ATLANTIC CONCRETE PUMPING | JUANITO'S MASONRY LLC |
| BEACH GETAWAY | KATZ, ADAM MD |
| BENEDETTO, DOMINICK MD | KULLUK, MEGAN |
| BINETTE, EMILEE APRN | L & R BARBECUE |
| BLANDFORD, ALEXANDER MD | L.E.B. DEMOLITION & CONSULTING |
| BRACERO, MARISA | LAW OFFICE OF KAREN J TUFTE |
| BRANIGAN, EDWARD MD | MALLON, WILLIAM MD |
| BRAZUCA AUTO SALES LLC | MCINTYRE, JEAN |
| BRIDGE,TISHA | MEDER, SAMANTHA PA |
| CAAL FAMILY FASHION | MK COMPUTERS LLC |
| CASH OUT GOLD AND SILVER, LLC | MY MOMMAZ SEAFOOD SOULFOOD AND MORE |
| CENTER FOR ADVANCED EYE CARE | MY PRETTY FACE SKINCARE STUDIO, LLC |
| CLEAR VOIP SOLUTIONS | OHLSTEIN, DEREK MD |
| COLDWELL BANKER PARADISE | ONCE UPON A SEA, LLC |
| COMAS, JORGE | PADRON, OMAR & CLARA |
| COOPER, LESLIE P.A. | SCHNELL, J MICHAEL MD |
| ESTRELLA CONCRETE SERVICES INC | SOUTHERN EXPOSURE CJD VIDEO |



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."

Department	Vendor Name	Total Amount	Budget Account Code	Fund Description	Description
CITY MANAGER	ECONOMIC DEVELOPMENT COUNCIL OF SLC	\$40,000.00	0016000-554100 BOOKS, EDUC, SUBSC, MEMB	ADMINISTRATIVE	Annual Investment Partnership Fee
CODE ENFORCEMENT	VCA TRI-COUNTY (ACCT #19630)	\$10,000.00	4074700-552230 OPERATING SUPPLIES / MED / RX	ANIMAL SHELTER	Veterinary Services - Med/Rx
CODE ENFORCEMENT	VCA TRI-COUNTY (ACCT #19627)	\$10,000.00	4074700-531810 PROFESSIONAL SVC / VET STERILIZ	ANIMAL SHELTER	Veterinary Services - Cat Sterilizations
CODE ENFORCEMENT	MWI ANIMAL HEALTH	\$8,000.00	4074700-552230 OPERATING SUPPLIES / MED / RX	CODE ENFORCEMENT	Animal Health Supplies
CODE ENFORCEMENT	MWI ANIMAL HEALTH	\$5,000.00	4074700-552300 OPERATING SUPPLIES / CLEANING	CODE ENFORCEMENT	Animal Health Supplies
CODE ENFORCEMENT	HILL'S PET NUTRITION SALES, INC.	\$15,000.00	4074700-552220 OPERATING SUPPLIES / ANIMAL SU	ANIMAL SHELTER	Pet Food
CODE ENFORCEMENT	VCA TRI-COUNTY (ACCT #19629)	\$15,000.00	4074700-531820 PROFESSIONAL SVC / VET MISC	ANIMAL SHELTER	Veterinary Services - Sick Visits/Other Medical
CODE ENFORCEMENT	VCA TRI-COUNTY (ACCT #19628)	\$15,000.00	4074700-531810 PROFESSIONAL SVC / VET STERILIZ	ANIMAL SHELTER	Veterinary Services - Dog Sterilizations
ENGINEERING	URBAN SDK, INC.	\$19,500.00	0014400-534920 CONTRACTUAL SVC / CLOSED LOOP	ENGINEERING	Software Purchase for Citys traffic System
ENGINEERING	ENVIRONMENTAL PRODUCTS GROUP	\$50,000.00	4034300-544100 RENTALS & LEASES / EQUIP RENT	STORMWATER UTILITY	Street Sweeping - Single Source
GOLF - MAINTENANCE	HELENA CHEMICAL COMPANY	\$40,000.00	0014004-552300 OPERATING SUPPLIES / CLEANING	FACILITIES MAINTENANCE	Chemicals and Insecticides
GOLF - RESTERAUNT	J.J. TAYLOR DISTRIBUTING FLORIDA	\$12,000.00	4054503-549320 OTHER CURRENT CHRG / PKAGE GDS	GOLF RESTAURANT	Beer for Resale in Golf Shop
GOLF - RESTERAUNT	SOUTHERN EAGLE DISTRIBUTING	\$14,000.00	4054503-549320 OTHER CURRENT CHRG / PKAGE GDS	GOLF RESTAURANT	Beer for Resale in Golf Shop
GOLF - SHOP	CALLAWAY GOLF SALES COMPANY	\$26,000.00	4054501-549350 OTHER CURRENT CHRG / MERCHAND	GOLF - SHOP	Golf Clubs, Balls, Bags & Gloves for Resale
INFORMATION TECHNOLOGY	BEACHSIDE LLC	\$17,424.00	0012500-546750 REPAIR & MAINTEN / SOFTWARE	INFORMATION TECECTEHNOLGY	Beachside Hosting Annual Renewal
INFORMATION TECHNOLOGY	CENTRALSQUARE	\$49,000.00	0012500-546750 REPAIR & MAINTEN / SOFTWARE	INFORMATION TECECTEHNOLGY	System Recovery/High Availability Annual Renewal
POLICE - STAFF	DOWNTOWN STORAGE CENTER LLC	\$10,800.00	0013002-544100 RENTALS & LEASES / EQUIP RENT	POLICE SUPPORT	Annual Purchase Order for Storage
POLICE - STAFF	VCA TRI-COUNTY ANIMAL HOSPITAL	\$20,000.00	0013002-552200 OPERATING SUPPLIES / K-9 OPER	POLICE SUPPORT	Heath Care and Food for Department K-9's
POLICE - STAFF	DAY DREAMS UNIFORMS, INC.	\$20,000.00	0013002-552500 OPERATING SUPPLIES / UNIFORMS	POLICE SUPPORT	Uniforms
POLICE - STAFF	STAPLES ADVANTAGE	\$23,500.00	0013002-551100 OFFICE SUPPLIES / OFFICE SUPP	POLICE SUPPORT	Office Supplies for the Police Department
POLICE - STAFF	GALL'S INC.	\$50,000.00	0013002-552500 OPERATING SUPPLIES / UNIFORMS	POLICE SUPPORT	Uniforms/Leather Gear - Visa Pay Vendor
PW - COMMUNITY CENTER	OFFICIALS OF FLORIDA	\$10,000.00	0014008-549920 OTHER CURRENT CHRG / YOUTH ACT	COMMUNITY CENTER	OFFICIALS FOR FIREHAWKS FOOTBALL GAMES
PW - DIRECTOR'S OFFICE	THE PETERBUILT STORE-FORT PIERCE	\$15,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC TRUCK PARTS & SERVICES
PW - DIRECTOR'S OFFICE	LIGHTING BY DESIGN OF FLORIDA	\$30,208.00	0016000-583940 COMMUNITY SPONSOR / XMAS DECO	ADMINISTRATIVE	HOLIDAY LIGHTING FOR MARINA SQUARE DEPOSIT
PW - FACILITIES MAINTENANCE	FIRE EQUIPMENT SYSTEMS OF FLORIDA	\$12,000.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	FIRE ALARM MONITORING CITY-WIDE
PW - FACILITIES MAINTENANCE	VETERAN FIRE SERVICES, INC.	\$12,500.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	FIRE SPRINKLER INSPECTIONS CITY-WIDE
PW - FACILITIES MAINTENANCE	CITY ELECTRIC SUPPLY CO.	\$15,000.00	0014004-546200 REPAIR & MAINTEN / BLDG SUPP	FACILITIES MAINTENANCE	MISC ELECTRICAL SUPPLIES
PW - FACILITIES MAINTENANCE	HOLIDAY OUTDOOR DECOR	\$17,682.00	0016000-583940 COMMUNITY SPONSOR / XMAS DECO	ADMINISTRATIVE	HOLIDAY TREE DECOR DOWNTOWN
PW - FACILITIES MAINTENANCE	GRIMES HEATING & AIR CONDITIONING	\$25,000.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	COMMERCIAL A/C PARTS & REPAIRS CITY-WIDE
PW - FACILITIES MAINTENANCE	EAST COAST LUMBER	\$25,000.00	0014004-546200 REPAIR & MAINTEN / BLDG SUPP	FACILITIES MAINTENANCE	MISC PAINT AND BUILDING SUPPLIES VISA PAY
PW - FACILITIES MAINTENANCE	VERO CHEMICAL DISTRIBUTOR	\$45,000.00	0014004-552300 OPERATING SUPPLIES / CLEANING	FACILITIES MAINTENANCE	MISC JANITORIAL SUPPLIES CITY-WIDE
PW - FACILITIES MAINTENANCE	TAILOR GROUP, THE LLC	\$50,000.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	CITY-WIDE PUBLIC RESTROOM CLEANING
PW - FACILITIES MAINTENANCE	KONE INC.	\$50,000.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	ELEVATOR MAINTENANCE/REPAIRS CITY-WIDE
PW - PARKS AND GROUNDS	GREENLAND NURSERY	\$12,000.00	0014005-552410 OPERATING SUPPLIES / HORTICULT	PARKS & GROUNDS	MISC FLOWERS AND PLANTS
PW - PARKS AND GROUNDS	HORIZON DISTRIBUTORS, INC.	\$12,500.00	0014005-552320 OPERATING SUPPLIES / OTHER	PW PARKS D NDGROUNDS	LANDSCAPE PRODUCTS AND SERVICES CITY-WIDE
PW - PARKS AND GROUNDS	CHANDLER EQUIPMENT OF THE	\$20,000.00	0014005-552410 OPERATING SUPPLIES / HORTICULT	PARKS & GROUNDS	MISC HORTICULTURE TOOLS, SUPPLIES & EQUIPMENT
PW - PARKS AND GROUNDS	NATURE'S KEEPER, INC.	\$25,000.00	0014005-552700 OPERATING SUPPLIES / PARK	PARKS & GROUNDS	LANDSCAPE PRODUCTS AND SERVICES
PW - STREETS AND DRAINAGE	FERGUSON ENTERPRISES, INC. WW #125	\$10,000.00	0014006-5349000 CONTRACTUAL SVC / MSC CONT FEE	STREETS & DRAINAGE	MISC STORM DRAIN MATERIALS/TOOLS
PW - STREETS AND DRAINAGE	RANGER CONSTRUCTION INDUSTRIES INC	\$10,000.00	0014006-553300 ROAD MAT & SUPP / SURFACE PATC	STREETS & DRAINAGE	MISC CONCRETE AND SUPPLIES FY 24
PW - STREETS AND DRAINAGE	PARK'S RENTAL	\$10,000.00	0014006-544100 RENTALS & LEASES / EQUIP RENT	STREETS & DRAINAGE	MISC STREETS EQUIPMENT RENTALS

Department	Vendor Name	Total Amount	Budget Account Code	Fund Description	Description
PW - STREETS AND DRAINAGE	STEWART MATERIALS, LLC.	\$12,500.00	0014006-553400 ROAD MAT & SUPP / STREET	STREETS & DRAINAGE	MISC MATERIALS AS NEEDED/SAND/ROCK/ETC
PW - STREETS AND DRAINAGE	TRAFFIC SUPPLIES & DISTRIBUTION LLC	\$25,000.00	0014006-553400 ROAD MAT & SUPP / STREET	STREETS & DRAINAGE	MISC TRAFFIC SUPPLIES
SOLID WASTE	MSC INDUSTRIAL SUPPLY CO.	\$10,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC HARDWARE AND SUPPLIES VP
SOLID WASTE	TOTAL TRUCK PARTS	\$10,000.00	4024200-546600 REPAIR & MAINTEN / EQUIPMENT	SOLID WASTE	SOLID WASTE TRUCK PARTS/SERVICES
SOLID WASTE	RECHTIEN INTERNATIONAL TRUCKS	\$10,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC FILTER, PARTS AND SERVICES
SOLID WASTE	TURNER INDUSTRIAL SUPPLY	\$10,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC HARDWARE, PARTS AND SUPPLIES
SOLID WASTE	ALLIANCE WIRELESS TECHNOLOGIES INC	\$15,000.00	4024200-534200 CONTRACTUAL SVC / UA SVC ADMIN	SOLID WASTE	REFUSE TRUCK CAMERA MONTHLY MAINTENANCE
SOLID WASTE	WASTEBUILT ENVIRONMENTAL SOL, INC	\$20,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC REFUSE TRUCK PARTS/SERVICES
SOLID WASTE	PAINT HOUSE	\$25,000.00	4024200-534900 CONTRACTUAL SVC / MSC CONT FEE	SOLID WASTE	TRUCK WASH REPAIRS/SUPPLIES/PAINT FOR DUMPSTERS
SOLID WASTE	SUNBELT HYDRAULICS & EQUIPMENT	\$40,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	SOLID WASTE HYDRAULIC PARTS/SERVICES
SOLID WASTE	NEXTRAN TRUCK CENTER	\$50,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC SOLID WASTE TRUCK PARTS & SERVICES
SUNRISE THEATRE	VERO BEACH 32963 MEDIA, LLC	\$10,000.00	4064600-548100 PROMOTIONAL ACTI / ADVERTISING	SUNRISE THEATRE	Printed Advertising
SUNRISE THEATRE	GRIMES HEATING & AIR CONDITIONING	\$15,000.00	4064600-546290 REPAIR & MAINTEN / AC	SUNRISE THEATRE	A/C Maintenance & Repair
SUNRISE THEATRE	ULLESTAD, KEVIN	\$20,800.00	4064600-534900 CONTRACTUAL SVC / MSC CONT FEE	SUNRISE THEATRE	Blanket PO for Production services
SUNRISE THEATRE	KAMB CONSULTING	\$24,000.00	4064600-534900 CONTRACTUAL SVC / MSC CONT FEE	SUNRISE THEATRE	Bar management