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

CITY COMMISSION AGENDA

City Commission Meeting - Monday, August 12, 2024 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

   a. Approval of Minutes from July, 08, 2024, Budget Workshop Meeting.

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

7. **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.

8. **Miscellaneous Reports and Presentations**

   a. 2024 Annual Community Rating Service (CRS) Project Status Report presented by Paul Thomas, CBO, CFM Building Official.

   b. Adopt-A-Road Program Update

9. **Consent Agenda**

a. Approval for of expenditure in the amount of $112,204.00 for the acquisition of an Edaptive Traffic Control System for the US 1 corridor from Fisherman's Wharf to Edwards Road.

b. Approval of Culpepper & Terpening, Inc.'s First Amendment and Specific Authorization No.10 for the design services of Granada Street Roadway Improvements in an amount not to exceed $60,335.00.

10. **City Commission - Resolutions**

a. Resolution 24-R44 approving the Fort Pierce Utilities Authority FY2025 Annual Budget and FY2024 Amended Budget.

11. **New Business - City Commission Discussion Items**

a. Recommendation of the Keep Fort Pierce Beautiful Advisory Board to Implement an Education Campaign on Littering and Recycling

b. Discussion and direction regarding the Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

12. **City Commission Boards and Committees Updates**

13. **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.

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 Day Meeting - 9:00 a.m. **4. a.**

Meeting Date: 08/12/2024

Re:

SUBJECT:

Approval of Minutes from July, 08, 2024, Budget Workshop Meeting.

Attachments

Minutes

Form Review

Form Started By: Brittany Meredith Started On: 07/30/2024 03:18 PM

Final Approval Date: 07/30/2024

MINUTES OF A BUDGET WORKSHOP AND DAY 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 9:00 A.M. ON MONDAY, JULY 8, 2024.

1. **Call to Order**

Mayor Hudson called the meeting to order at 9:00 a.m.

2. **Pledge of Allegiance**

3. **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

Assistant City Attorney Andrea Duenas attended in place of City Attorney Hedges until 10:25 a.m.

4. **Approval of Minutes**

a. Approval of Minutes from June 10, 2024 Day Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve minutes.

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

Passed

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve agenda as presented.

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

Passed

7. COMMENTS FROM THE PUBLIC

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

No comments from the public.

8. Consent Agenda

a. Approval of Heavy Civil, Inc. Change Order 2 in the amount of $16,392.50 for final sidewalk construction along the Avenue B (8th Street to 13th Street) Roadway Reconstruction project.

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

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

Passed

9. **New Business - City Commission Discussion Items**

a. Presentation of Proposed FY 2024-2025 General Fund Budget

Johnna Morris, Director of Finance, presented the FY2025 Proposed Budget balanced at $63,405,381. The budget is proposing no change to the existing millage rate of 6.9%. Based on an 11.5% in property valuation, the ad valorem revenue has been increased by $2,663,628. We are also projecting increases in infrastructure sales tax revenue. Highlights include: six new positions are being added to the General Fund; cost of living increases of 5% for all bargaining and non-bargaining employees; step plan +3% cost of living for sworn officers; an increase in the retirement contribution rate and the city will absorb the increases to the health insurance and dental insurance premiums. The total debt balance is currently $47,923,050. The FPRA will be transferring $2,000 to the general fund.

b. Five (5) Year Financial Projection

Johnna Morris, Director of Finance, presented the 5 year general fund projected budget. Based upon her assumptions, in FY 2026, there is a projected shortfall in the general budget when looking at revenues and expenditures. As things move forward, she will be better able to project the revenues and expenditures, but our fund balance remains strong.

c. Proposed FY 2024-2025 Capital Improvement Program
- Roadway Maintenance Overview

Jack Andrews, Deputy City Manager and Tracy Telle, Assistant City Engineer provided an update on the Proposed FY 2024/25 Capital Improvement Project Budget. They provided an overview of completed projects in FY23/24, projects that are ready for construction, projects in design, and projects slated for construction in 2025. They provided an overview of projects funded with Surtax funds including an overview of all street resurfacing that has occurred and those that are slated for future work.

d. Police Annual Report
- Southwest Substation Update

Police Chief Diane Hobley-Burney and her command staff provided an extensive overview on the Police Department organization structure including statistics and program outcomes and successes. They are seeking funding for portable radios, license plate readers, additional civilian staff, salary increases and significantly more sworn officers.

e. Peace & Safety Initiative

Nick Mimms, City Manager and Audria Moore, Special Projects Coordinator, provided an overview of a comprehensive community-based violence prevention program to reduce gun violence and foster a culture of peace. Key elements include violence interrupters, conflict mediation, behavior change, changing community norms, community engagement, neighborhood watch and security programs, beautification projects, community resource centers, after-school programs and youth activities, restorative justice programs, local business support and development, school resource officers, school board partnerships, St. Lucie County Sheriff Office partnerships, opioid and hallucinogen abatement programs, and Department of Justice City Spirit program participation. This program will require a series of collaborative efforts and more details will be forthcoming as the various elements are implemented.

f. Comprehensive Marketing Program

Devoshay Johnson, Deputy City Manager and Kaitlyn Ballard, Communications Manager provided an overview of the core functions and responsibilities of their division. They discussed some key strategies being implemented to bolster the City's relationships with the media and community in telling our story and conveying our messages.

g. Facilities Utilization
- Old City Hall
- Sunrise Center (1st Floor)
- Sunrise Center (4th Floor)

Nick Mimms, City Manager, sought guidance from the City Commission regarding utilization of various city facilities. Consensus was to allow the Fort Pierce Police Department to utilize Old City Hall. As to the Sunrise Center, the Solar Energy Loan Fund is interested in building-out the space, particularly the 1st floor; any occupancy would require an RFP. As to the 4th Floor of the Sunrise Center, consensus was to explore build-out as conference space.

10. **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 Hudson adjourned the meeting at 1:31 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Day Meeting - 9:00 a.m. **8. a.**

Meeting Date: 08/12/2024

Re: Annual Community Rating Service (CRS) Project Status Report

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SUBJECT:

2024 Annual Community Rating Service (CRS) Project Status Report presented by Paul Thomas, CBO, CFM Building Official.

SUMMARY:

This document will provide an update of activities critical to maintaining the City's current rating in the Community Rating System, as well as providing a strategy to identify, prioritize and take action to mitigate hazards when funding becomes available. It also outlines the processes and outcomes used to compile information resulting in the Substantial Damage Management Plan for SDP Credit. The subject report is attached. This information will be made available to the public via the City's web site.

RECOMMENDATION:

Staff would like to use this opportunity to answer any questions the City Commission or public may have.

ALTERNATIVES:

Do not discuss at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official /Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Asst. Director of Building

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

CRS Progress Report 2024

Form Review

Form Started By: Linda Cox Started On: 05/15/2024 09:51 AM

Final Approval Date: 05/15/2024

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

To: Mayor
City Commissioners

Through: Nicholas C. Mimms, P.E., City Manager NCM

From: Paul Thomas, CBO, CFM, Building Official, Floodplain Administrator;
Kristie Kirstein, CFM, Special Projects Facilitator

Re: **Annual Community Rating Service (CRS) Project Status Report**

Date: April 17, 2024

In order to remain compliant with the rules of the CRS program, the CRS Coordinator is required annually to provide a progress report apprising the Commission of activities critical to maintaining the City's current rating in the Community Rating System (CRS). Also, this report is required to be distributed to the media and made available to the public. Therefore, a press release will be sent through our communications manager informing the public that the report will be available on the City's website. Hard copies of this report are available for review at City Hall, 100 North US 1.

The CRS program offers a substantial number of points to cities that either establish their own "Local Mitigation Strategy" or collaborate with neighboring jurisdictions in a county-wide approach. The City chose to collaborate with each jurisdiction within St. Lucie County and other State agencies who participate in a county wide hazard mitigation plan called the **"St. Lucie County Local Mitigation Strategy (SLCLMS)."** The SLCLMS is administered by a steering committee composed of members from each jurisdiction and has three main functions: (1) identify natural, technological, and societal hazards throughout the entire county; (2) compile a list of projects that will mitigate the hazards identified in step one; (3) prioritize them in order of importance and seek to procure grant funding for projects as funding sources become available.

Each municipality and State agency identifies and lists hazards within their respective jurisdictions annually and recommends projects to mitigate these hazards. Each jurisdiction submits their local project list to the steering committee which ranks each project according to the stakeholders' priorities after which they are added to the **"(SLCLMS) Countywide Project List."** Attached is the current SLCLMS Countywide Project List, which has a total of 113 projects, of which seven are located within the City of Fort Pierce. The current status of each City of Fort Pierce project is listed on the next page. FEMA grant funding is not always available; therefore when it does become available the steering committee will review the project list and select the highest ranked projects to receive funding.

Below are current projects submitted by the City to be part of the SLCLMS Project List:

(1) Virginia Avenue Canal Bank Stabilization
Status: Deferred, awaiting funding

(2) Storm Drain Replacement (Avenue Q between 14th-17th St.)
Status: Deferred, awaiting funding

(3) 17th Street Reconstruction
Status: Design Completed years ago – requires updating, awaiting funding

(4) Six (6) Four-Wheel Drive Vehicles
Status: Deferred, awaiting funding

(5) Moore's Creek Linear Park Phase II
Status: Deferred, awaiting funding

(6) Stormwater Master Plan
Status: Deferred, awaiting funding

(7) Edwards Road Canal Bank Stabilization
Status: Deferred, awaiting funding

Below are other Capital Improvement Projects not listed as part of the SLCLMS, that the City has implemented or will be implementing to reduce hazards and protect the well-being and property of our citizens during future flood events.

(1) Street Projects:
    a. Granada Street (Porpoise Avenue to North of Gulfstream Ave)
(2) Stormwater Utility Projects:
    a. Frances Ave (Fernandina Ave to Thumb Point Dr)
    b. Surfside Drainage/Resurfacing – Phase II
    c. Surfside Drainage/Resurfacing – Phase III
    d. Surfside Drainage/Resurfacing – Phase IV

Local Initiatives:

The City continues to maintain a **class 6** in our Community Rating System (CRS) classification.

- **Thus, the citizens enjoy a 20% discount on flood insurance for properties in a Special Flood Hazard Area (SFHA)**

The Building Department is tasked with conducting post event damage assessments. In order to systematically evaluate and document damage to buildings and assure compliance for those that have been substantially damaged, as required by FEMA, the National Flood Insurance Program (NFIP) and our local floodplain management regulations, we have created the attached Substantial Damage Management Plan. Each year the floodplain administrator will review the plan for its effectiveness and provide an evaluation of the plan as part of this Annual CRS Project Status Report.

CRS Coordinator's Functions:

Below is a list of activities that the CRS Coordinator has implemented and continues to maintain annually:

(1) Provide flood prevention/preparedness information to residents by using a variety of methods including:

Flood protection references maintained at the public library
Flood information is maintained on the City's website
Links to important websites on the City's website
Notices to the community through utility bill inserts
Flyers to residents within the repetitive loss area
Flood protection references maintained in the Building Department

Library:

Flood Protection references are located in the reference section at the Susan Broom Kilmer Branch Library located at 101 Melody Lane, Fort Pierce FL.

City's Website:

Mailers are available
Many FEMA and flood related links
Elevation certificates are available

Community Mailings:

Two separate mailers are completed each year:
All Fort Pierce Utility customers – July 2024
Repetitive Loss Area – Jan 2024

References:

Flood protection references are maintained in the Building Department:

- FEMA's FIRM Maps (Flood Hazard Maps)
- FEMA's Flood Study
- *Elevated Residential Structures* (FEMA 54)
- *Answers to Questions About the NFIP* (FEMA F-084)
- *Protecting Manufactured Homes from Floods and Other Hazards* (FEMA P-85)
- *Protecting Building Utility Systems from Flood Damage* (FEMA P-348)

- *Substantial Improvement/Substantial Damage Desk Reference* (FEMA P-758)
- *Floodproofing Non-Residential Buildings* (FEMA P-936)
- *Openings in Foundation Walls and Walls of Enclosures* (TB-1)
- *Ensuring That Structures Built on Fill in or near special flood hazard areas are reasonably safe from flooding in accordance with the National Flood Insurance Program* (TB-10)
- *Non-Residential Floodproofing - Requirements and Certifications* (TB 3-93)
- *Flood Resistant Design and Construction* ASCE 24-14
- *Flood-Resistant Materials Requirements for buildings located in special flood hazard areas in accordance with the National Flood Insurance Program*
- *Reducing Damage from Localized Flooding*, a guide for communities
- *Protecting Floodplain Resources*, a guidebook for communities

(2) Review permits to verify compliance with regulations related to development in the special flood hazard area (SFHA).

Status: This is an ongoing activity – all new construction complies with FEMA regulations and with the Florida Building Code.

(3) Provide site-specific information and assistance to the public, including flood map information.

Status: This is an ongoing activity.

PT/kk

Attachments: Local Mitigation Strategy Annual Evaluation
Substantial Damage Plan and Annual Evaluation

ST. LUCIE COUNTY FLORIDA

EMERGENCY MANAGEMENT

CRS Activity 510

2023 Annual Progress Report on Implementation of Credited Plan

Date this Annual Progress Report was prepared: January 10, 2024
(not the credited Hazard Mitigation Plan or Repetitive Loss Area Analysis)

Name of Community: St. Lucie County

Name of Hazard Mitigation Plan: Unified Local Mitigation Strategy Plan

Date of Adoption of Plan: September 14, 2021

5 Year CRS Expiration Date: September 14, 2026

1. *How can a copy of the credited Hazard Mitigation Plan (Floodplain Management Plan) or Repetitive Loss Area Analysis be obtained:*
   Online here: http://stlucieco.gov/departments-services/a-z/public-safety/disaster-preparedness/local-mitigation-strategy

2. *Describe how **this annual progress report** (not the credited Hazard Mitigation Plan or Repetitive Loss Area Analysis) was prepared and how it was submitted to the governing body, released to the media, and made available to the public:*

   This report is prepared by the LMS or CRS Coordinators of the jurisdictions, who then submit to the LMS Working Group for approval, whose membership is comprised of community stakeholders. It is officially submitted to the governing bodies of each participating jurisdiction via their bodies' method for receiving items for their governing bodies. The Public Information Officer for each jurisdiction notifies the media in accordance with their own individual policies, as well as, posting to the approved progress report to the webpages of the jurisdiction for the consumption of both the media and the public.

3. *Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:*

CRS Step 8: Action Plan

Prevention Section

1. Not due for evaluation or update until 2026, not implemented in the previous year.

2. Not due for evaluation or update until 2026, not implemented in the previous year
3. Not due for evaluation or update until 2026, not implemented in the previous year

Property Protection Section

1. Not due for evaluation or update until 2025, not implemented in the previous year
2. Not due for evaluation or update until 2025, not implemented in the previous year

Natural Resource Protection Section

1. Not due for evaluation or update until 2025, not implemented in the previous year
2. Not due for evaluation or update until 2026, not implemented in the previous year

Emergency Services Activities Section

1. Each jurisdiction should consider acquiring the capabilities to allow for them to operate and function on the mass notification system within their jurisdictional boundaries to alert residents to all-hazards including flash flooding and hurricanes. (Due 12/2023)

SLC manages the mass notification system (Alert St. Lucie). Each jurisdiction has access through the SLC DEM Duty Officer to have alerts sent out within their respective jurisdiction in the event of an emergency. The primary law enforcement agency in each jurisdiction also has access to send out emergency messages through this system. The Everbridge system (which is the backbone of Alert St. Lucie) automatically sends out Flood Warning messages and other warnings issued by NOAA and their partners just as it would go out over a weather radio.

Separately, the City of Port St Lucie has recently (2022) purchased a system which will send out text messages or phone calls to the residents of this jurisdiction for a fee per use that is charged to the City. The City uses this system for announcements, boil water advisories and other information that is not necessarily appropriate for the Alert St. Lucie system, but the Office of Emergency Management of the City of PSL will use this secondary system as a redundancy in the event the primary system does not work at the time of an emergency.

2. Each jurisdiction should participate in a minimum of one (1) annual exercise of emergency communications systems to ensure communications capabilities during a flooding or any other hazard situation (Due 5/2022)

   Each jurisdiction holds an annual exercise either together or separately which has a component within it for communicating between jurisdictions through their EOCs. For example, the City of Port St. Lucie's Hurricane Exercise in June of 2023 had a built-in component which tested EOC communications capabilities between jurisdictions and other partner agencies.

Public Information Activities Section

1. Each jurisdiction should consider participating in a stakeholders (STK) event annually to maximize exposure of CRS and the NFIP to the citizens of their respective jurisdictions. (Due for evaluation May/June annually). This project was implemented in the 2022 Calendar Year, although delayed until July 9 due to an approaching tropical system during the original date of June 5.

   In 2023, the City of Port St. Lucie held a Stakeholders (STK) event called the 2023 Hurricane Expo at the MidFlorida Event Center from 10:00 am to 2:00 pm. Over 2,600 citizens of St. Lucie County, Fort Pierce, and Port St. Lucie attended this annual event which includes speakers from the National Weather Service – Melbourne Office, as well as meteorologists from all three local media outlets [CBS (WPEC), NBC (WPTV), ABC (WPBF)] set up booths to talk about various weather hazards including lighting, rip currents, flooding, hurricanes, etc. and all spoke in the auditorium live about their predictions for the 2023 Hurricane Season, as well as other topics like how to make a plan, build a kit, flood insurance, etc. The Expo also had 2 separate business areas where storm and flooding-specific businesses from around the City and County provided information and offered specific mitigation measures that residents could purchase for their homes. These businesses acted as partners (and some were paid sponsors) of this STK event. Not only did the event draw over 2,600 participants on the day of the event, but after the event all of the presentations were posted to the website www.cityofpsl.com/hurricane and press releases as well as newsletters invited those who were unable to attend in person to navigate to the webpage and watch to get all the information they missed. The City of Port St. Lucie and St. Lucie County CRS Coordinators participated in this STK event and provided information and handouts to the attendees, but the City of Fort Pierce did not participate in this STK event.

2. Each jurisdiction is encouraged to continually refine the Unified PPI by reviewing annually and making adjustments based on public response and new/updated information. (due by January of each year for the year prior).

   The PPI Subcommittee met in September 2023 to evaluate/review the PPI's implementation and effectiveness for the year. The PPI annual progress report is a separate document that should be referred to for more information. The PPI voted to make no changes to the PPI document in 2023 at their meeting on September 20, 2023, and sent their annual report to the LMS Working Group who approved the report at the December 20, 2023 meeting.

3. Each jurisdiction should consider maintaining a supply of materials/handouts for use in all public outreach events, including information on hurricane/flood preparedness, NFIP, evacuation zones, and mass notification systems. (due for review by December 2022)

   All jurisdictions have begun keeping a supply of these items as of 2022.

4. Each jurisdiction should provide and advertise a map information service to their respective citizens. (due for review December of 2022)
   At last check, each jurisdiction does provide a map information service to its citizens. At the time of this writing, the City of Port St. Lucie had completed its OP's in 2023 which advertised this service via webpage, annual mailer to target audiences, and this service is also advertised in the "Flood Facts" brochure they give out at every outreach event. St. Lucie County also maintains and advertises this service in their flooding brochure and advertises through their OP projects. The City of Fort Pierce advertises this information through their flood brochure which is sent through the utility bill to their residents as part of their OP projects.

Structural Projects Section

1. Each coastal jurisdiction should consider developing and adding projects to the Prioritized Project List to combat against sea level rise by installing Tidal Check Valves to control water from flooding streets during "king tide" events.

   These are still under evaluation as of the end of 2023, specific "king tide" projects have not been added to the PPL at this time for the two identified jurisdictions in the Step 8 Action Plan at this time. This will be re-evaluated in the next progress report for 2024.

2. Not due for evaluation or update until 2025, not implemented in the previous year.

ST. LUCIE COUNTY FLORIDA

EMERGENCY MANAGEMENT

4. *Discuss why any objectives were not reached or why implementation is behind schedule.*
   Implementation for all items except structural projects are on schedule at this time. The structural projects are still being evaluated for consideration to be added to a future PPL list.

5. *What are the recommendations for new projects or revised recommendations?*
   The Project Priority List is updated with new project submittals annually, as well as projects seen as no longer viable being removed. This annual Project Priority List update with submittals allows for new and revised projects to be recommended, reviewed, and ranked by priority each year based on changes in the funding priorities and availability of funds in each participating jurisdiction. See attached PPL revised for 2023 which includes over a dozen new projects submitted by jurisdictions in 2023 for ranking.

Date: 20230601

Total Cost:

St. Lucie County Local Mitigation Strategy Project Prioritized List

$ 827,190,543.90

Rank	Score	PROJECT #	Applicant	Project Title	Hazard Mitigated	Jurisdictions Benefited	Completion	Potentiial Funding Source	Estimated Cost ($)	Estimated Federal Share ($)	Status
1	112.5	SLCFD2019-1	SLC Fire District	**Fire Station Bay Door Improvements**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Terrorism/Sabotage, Wildfire, Drought, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 450,000.00	$ 337,500.00	In Progress
2	112.31	SLCSB2020-1	School Board	**St. Lucie County Shelter Air-Conditioning & Emergency Circuits**	Flooding, Wind Event, Wildfire, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 4,250,000.00	$ 3,187,500.00	Not Started
3	111.25	SLCFD2019-3	SLC Fire District	**Fire Station 13 Roof Improvement**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Terrorism/Sabotage, Wildfire, Drought, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 37,830.00	$ 28,372.50	In Progress
4	111.25	SLCFD2019-2	SLC Fire District	**Fire Station 1 Emergency Generator**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Terrorism/Sabotage, Wildfire, Drought, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 55,000.00	$ 41,250.00	In Progress
5	110.5	SLCFD2019-5	SLC Fire District	**Fire Station 7 Rebuild**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Terrorism/Sabotage, Wildfire, Drought, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 3,000,000.00	$ 2,250,000.00	Not Started
6	110.5	SLCFD2019-4	SLC Fire District	**Fire Station 2 Roof Improvement**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Terrorism/Sabotage, Wildfire, Drought, Radiological Incident, Transportation System Accident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 37,830.00	$ 28,372.50	Not Started
7	110.15	FPE2020-1	City of FP Engineering	**Virginia Avenue Canal Bank Stabilization**	Flooding	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 4,600,000.00	$ 3,450,000.00	Not Started
8	107.69	SLCPW2020-16	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- City of Fort Pierce Police Department, SLC FENN Center, and SLC Administrative Offices**	Wind Event, Hazardous Materials Accident or Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,167,383.56	$ 875,537.67	Not Started
9	107.38	SLCPW2020-15	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- SLC Fairgrounds, SLC Emergency Operations Center, and SLC Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 4,607,796.70	$ 3,455,847.53	Not Started
10	106.92	SLCPW2020-17	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- St. Lucie County Courthouse, City of Fort Pierce Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,573,507.04	$ 1,180,130.28	Not Started
11	104.77	SLCPW2020-13	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- County Information Technology & Bunker (SLC Back-up EOC Location) on Rock Road to SLC Administration**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,165,048.48	$ 1,623,786.36	Not Started
12	102.62	SLCPW2020-11	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- TCIA, Customs, SLCSO Williams Substation, SLC Administrative Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,832,070.80	$ 2,124,053.10	Not Started
13	102.15	SLCPW2020-12	St. Lucie County Public Works	**Fier Optic Cable Countywide Infrastructure- SLC Sheriff's Office and SLC Administartive Offices**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,431,899.68	$ 1,823,924.76	Not Started
14	99.54	SLCPW2020-8	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- Prima Vista Corridor- Riomar Drive, Naranja Avenue, Floresta Drive, Airoso Boulevard**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 3,319,788.00	$ 2,489,841.00	Not Started
15	99.3	SLCUT2016-1	St. Lucie County Utilities	**Lakewood Park Lift Station Generator**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident, Power/Communications Failure, Transportation System Accident, Civil Disturbance, Extreme Temperature, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 50,000.00	$ 37,500.00	Not Started
16	98.8	SLCFA2022-1	St. Lucie County	**Havert L. Fenn Center Special Needs Shelter Expansion**	Flooding, Epidemic (Pandemic), Wind Event	All	2-3 Years		$ 23,831,500.00	$ 17,873,625.00	Not Started

17	98.62 SLCPW2020-9	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- Midway Road Corridor- Glades Cut Off Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 847,947.00	$ 635,960.25	Not Started
18	97.85 SLCPW2020-3	St. Lucie County Public Works	**Midway Road Turnpike Interchange**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	All	3-4 Years	CDBG-MIT; State mitigation grants	$ 41,955,726.00	$ 31,466,794.50	Not Started
19	97.69 SLCPW2020-10	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- Edwards Road Corridor (Sunrise Boulevard and Selvitz Road)**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 1,671,894.00	$ 1,253,920.50	Not Started
20	97.6 PSLEM-2022-1	City of PSL Emergency Management	**Installation of Not Started 1000KW Parallel Diesel generators at MIDFLORIDA Event Center**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Terrorism/Sabotage, Wild Fire, Water Contaminaton, Drought, Radiological Incident, Poer/Communication Failure, Transportation System Accident	Port St. Lucie	< 2 Years	CDBG-MIT; State mitigation grants	$ 2,000,000.00	$ 1,500,000.00	Not Started
21	96.92 SLCPW2020-14	St. Lucie County Public Works	**Fiber Optic Cable Countywide Infrastructure- Kings Highway- SR-70 to Indrio Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Power/Communication Failure, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,159,664.64	$ 1,619,748.48	Not Started
22	96.2 SLCERD2022-1	SLC Enviromental Resources Department	**County-wide Flood Hazard Mitigation Acquisition Priorities**	Flooding, Water Contamination, Erosion	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; HMGP; State mitigation grants	$ 4,000,000.00	$ 3,000,000.00	Not Started
23	95.8 TCFB2020-1	Treasure Coast Food Bank	**Treasure Coast Food Bank Distrubution Center Improvement**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Wildfire, Water Contamination, Drought, Radiological Incident	All	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,184,000.00	$ 1,638,000.00	Not Started
25	95.54 SLCPW2020-5	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- South 25th Street Corridor- Cortez Boulevard, Edwards Road, Forest Grove School, Cobra Pride Way, Bell Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 4,143,735.00	$ 3,107,801.25	Not Started
24	95.5 PSLPW2019-1	City of PSL Public Works	**Public Works Complex Retrofits**	Flooding, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Power/Communication Failure	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 6,000,000.00	$ 4,500,000.00	Not Started
26	95.38 SLCPW2020-6	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- North 25th Street Corridor- St. Lucie Boulevard, Juanita Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 1,671,894.00	$ 1,253,920.50	Not Started
27	95.38 SLCPW2020-2	St. Lucie County Public Works	**Midway Road Widening- Glades Cut Off Road to Jenkins Road**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 43,809,986.00	$ 32,857,489.50	Not Started
28	94.5 PSLEM2019-1	City of PSL Emergency Management	**Installation of a Not Started Industrial Diesel 1600 kW Generator to support City Hall Municipal Complex 'Building B' (and all EOC Operations)**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface Terrorism/Sabotage, Wildfire, Water Contamination, Drought, Radiological Incident, Power/Communication Failure, Transportation System Accident	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,281,945.00	$ 961,458.75	In Progress
29	93.5 FP2019-1	City of Ft. Pierce Stormwater Division	**Edwards Road Canal Bank Stabilization**	Flooding, Wind Event, Erosion, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,099,150.00	$ 1,574,362.50	Not Started
30	92.91 PSLPW2021-3	City of PSL Public Works	**Elkcam Waterway Detritus Excavation**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 4,531,539.00	$ 3,398,654.25	Not Started
31	92.4 TCFB2020-2	Treasure Coast Food Bank	**Treasure Coast Food Bank Food Distribution Center**	Flooding, Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Wildfire, Water Contamination, Drought, Radiological Incident	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 14,759,000.00	$ 11,069,250.00	Not Started
32	92 PSLPW2020-1	City of PSL Public Works	**Tiffany Pump Station Outfall Channel Retrofit**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,509,690.00	$ 1,132,267.50	Not Started
33	92 PSLPW2021-1	City of PSL Public Works	**Paar Dr Bridge – E-12 Canal**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 4,130,072.00	$ 3,097,554.00	Not Started

				Wind Event, Water Contamination, Drought							
34	91.69 PSLUT2020-2	City of PSL Utilities	**Generator Raplacement for Prineville Lime Softening Plant**		Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 467,460.00	$ 350,595.00	Not Started
35	91.54 SLCPW2020-7	St. Lucie County Public Works	**Upgrading Traffic Signal Systems- Orange Avenue Corridor- Hartman Road, I-95 NB Ramp, I-95 SB Ramp**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; State mitigation grants	$ 2,495,841.00	$ 1,871,880.75	Not Started
36	91.54 SLCPW2020-1	St. Lucie County Public Works	**Jenkins Road Extension Midway Road to Orange Avenue**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Transportation System Accident	All	4+ Years	HMGP; PDM; FMA; State mitigation grants	$ 106,239,832.00	$ 79,679,874.00	Not Started
37	89.75 PSLPW2019-4	City of PSL Public Works	**E-8 Canal Retrofit Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,000,000.00	$ 1,500,000.00	Not Started
38	89.54 PSLPW2020-2	City of PSL Public Works	**Airoso Boulevard Drainage Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,146,000.00	$ 859,500.00	Not Started
39	89.25 PSLPW2019-7	City of PSL Public Works	**Elkcam Basin Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 7,669,000.00	$ 5,751,750.00	Not Started
40	88.4 SLCUT2023-11	St. Lucie County Utilities	**Central County Water Mane/Force Mane Expansion Phased Plan**	Wind Event, Wildfire, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 27,000,000.00	$ 20,250,000.00	New
41	87.8 PSLPW2019-3	City of PSL Public Works	**D-11 Canal Retrofit Improvements**	Flooding, Wind Event, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 3,422,000.00	$ 2,566,500.00	Not Started
42	87.69 SLCPW2020-4	St. Lucie County Public Works	**St. Lucie Boulevard Extension Kings Highway to I-95**	Wind Event, Hazardous Materials Accident, Wellfield/Surface, Radiological Incident, Transportation System Incident	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$ 50,126,200.00	$ 37,594,650.00	Not Started
43	86.31 PSLEM2020-5	City of PSL Emergency Management	**Utilities Storage Building Hardening (Walton Road)**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 445,600.00	$ 334,200.00	Not Started
44	86.18 PSLPW2021-2	City of PSL Public Works	**Hogpen Slough Stormwater Treatment Area**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 3,550,000.00	$ 2,662,500.00	Not Started
45	84.62 SLCWQ2020-1	St. Lucie County Water Quality	**Stormwater Management Master Plan**	Flooding, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Wildfire, Water Contamination, Erosion, Drought	All	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,500,000.00	$ 1,875,000.00	Not Started
46	84 PSLUT2019-1	City of PSL Utilities	**Lift Station Portable Generators**	Flooding, Epidemic, Wind Event, Water Contamination, Power/Communication Failure	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 232,000.00	$ 174,000.00	Not Started
47	83.6 SLCUT2016-2	St. Lucie County Utilities	**Backup Generator at Main Lift Station #1**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield/Surface, Power/Communication Failure, Transportation System Accident, Civil Distrurbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 50,000.00	$ 37,500.00	Not Started
48	82.7 SLCUT2016-9	St. Lucie County Utilities	**Backup Generator and Well at HEW WTP**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Power/Communication Failure, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 50,000.00	$ 37,500.00	Not Started
49	82.6 COFP2018-1	City of Ft. Pierce Stormwater Division	**Storm Drain Replacement Avenue Q between 14-17th St**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 700,269.00	$ 525,201.75	Not Started
50	81.64 PSLPW2021-4	City of Port St. Lucie Public Works	**E-5 Canal Retrofit**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 5,723,176.00	$ 4,292,382.00	Not Started

51	81.2 SLCUT2023-18	St. Lucie County Utilities	**Vero Beach Potable Water system Interconnect**	Wind Event, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	505,495.00	$	379,121.25	New
52	81 SLCERD2022-2	St. Lucie County Environmental Resource Department	**North County Wildfire Mitigation (Phase I)**	Wildfire	Fort Pierce, St. Lucie Village, Unincorporated St. Lucie County	2-3 Years	CDBG-MIT; HMGP; State mitigation grants	$	1,500,000.00	$	1,125,000.00	Not Started
53	80.9 SLCUT2016-8	St. Lucie County Utilities	**Bryn Mawr Master Lift Station Upgrade**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	220,000.00	$	165,000.00	Not Started
54	80.4 SLCUT2016-5	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #4**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	130,734.00	$	98,050.50	Not Started
55	80.4 SLCUT2016-3	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #2**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	148,564.00	$	111,423.00	Not Started
56	80.4 SLCUT2023-10	St. Lucie County Utilities	**Central County Water & Treatment Plant**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Fort Pierce, Port St. Lucie, Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$	110,000,000.00	$	82,500,000.00	New
57	80 SLCUT2023-17	St. Lucie County Utilities	**Taylor Dairy Water Treatment Plant and Deep Injection Well**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination	Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$	60,000,000.00	$	45,000,000.00	New
58	80 SLCUT2016-4	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #3**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	137,416.00	$	103,062.00	Not Started
59	79.1 SLCUT2016-6	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #5**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	95,376.00	$	71,532.00	Not Started
60	79.1 SLCUT2016-7	St. Lucie County Utilities	**Emergency Generator at Master Pump Station #6**	Wind Event, Flooding, Terrorism/Sabotage, Hazardous Materials Accident or Wellfield Surface/Water Contamination, Power/Communication Failure, Transportation System Accident, Civil Disturbance, Thunderstorm/Lightning	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	109,934.00	$	82,450.50	Not Started
61	78.8 SLCUT2023-14	St. Lucie County Utilities	**Lakewood Park Potable Water Project**	Flooding, Wind Event, Hazardous Materials Accident, Wildfire, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$	60,000,000.00	$	45,000,000.00	New
62	77.6 COFP2016-2	City of Ft. Pierce Engineering	**17th Street Reconstruction**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	1,500,000.00	$	1,125,000.00	In Progress
63	77.45 COASL2021-1	Council on Aging St. Lucie	**COASL Generator Replacements**	Flooding, Water Contamination, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	90,000.00	$	67,500.00	Not Started
64	76.9 SLCFD2016-1	Fire District	**Rebuild Fire Station 5**	Wind Event	Port St. Lucie	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$	2,400,000.00	$	1,800,000.00	Not Started
65	76.7 NSLRWCD2016-6	North St. Lucie Water Control District	**Gordy Structure Shaft & Telemetry**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	250,000.00	$	187,500.00	Not Started
66	76 PSL2016-13	City of Port St. Lucie Public Works	**Kingsway Basin Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	1,020,000.00	$	765,000.00	Not Started
67	75.85 PSLUT2020-1	City of PSL Utilities	**Low Pressure Grinder Electrical Panel Retrofits Phase 2**	Epidemic, Wind Event, Hazardous Materials Accident, Wellfield/Surface, Water Contamination, Power/Communication Failure	Port St. Lucie and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	1,200,000.00	$	900,000.00	Not Started

68	75.8 PSL2016-26	City of Port St. Lucie Public Works	**Thanksgiving/Academy Basin Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	1,570,487.00	$ 1,177,865.25	Not Started
69	75.6 SLCUT2023-12	St. Lucie County Utilities	**North County (Holiday Pines) Water Reclamation Facility Expansion**	Hazardous Materials Accident, Water Contamination	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	6,500,000.00	$ 4,875,000.00	New
70	75.3 NSLRWCD2016-5	North St. Lucie Water Control District	**Ten Mile Creek Fitting Structure**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	187,500.00	$ 140,625.00	Not Started
71	74.8 SLCUT2023-13	St. Lucie County Utilities	**Indrio Road Water Main & Force Main Extensions**	Wind Event, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	Unknown	HMGP; PDM; FMA; State mitigation grants	$	4,472,670.00	$ 3,354,502.50	New
72	74.6 PSLPW2019-11	City of PSL Public Works	**Monterrey/Cameo Basin Improvements**	Flooding, Water Contamination, Erosion	Port St. Lucie and Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$	1,131,496.00	$ 848,622.00	Not Started
73	74 SLCUT2023-1	St. Lucie County Utilities	**Emergency Generator at Deer Run Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	83,000.00	$ 62,250.00	New
74	74 SLCUT2023-2	St. Lucie County Utilities	**Emergency Generator at Feather Creek/Paleo Pines Lift Station**	Flooding, Wind Event, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	83,000.00	$ 62,250.00	New
75	74 SLCUT2023-5	St. Lucie County Utilities	**Emergency Generator at Portofino Shores II Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	83,000.00	$ 62,250.00	New
76	74 SLCUT2023-6	St. Lucie County Utilities	**Emergency Generator at Sands - Lakeview Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	115,000.00	$ 86,250.00	New
77	74 SLCUT2023-7	St. Lucie County Utilities	**Emergency Generator at Sands - Oceanside Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	83,000.00	$ 62,250.00	New
78	74 SLCUT2023-8	St. Lucie County Utilities	**Emergency Generator at Waterstone II - East Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	177,000.00	$ 132,750.00	New
79	74 SLCUT2023-9	St. Lucie County Utilities	**Emergency Generator at Waterstone I - West Lift Station**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	177,000.00	$ 132,750.00	New
80	74 SLCUT2023-15	St. Lucie County Utilities	**North Hutchinson Island Septic to Sewer**	Flooding, Wind Event, Hazardous Materials Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	18,225,000.00	$ 13,668,750.00	New
81	73.8 NSLRWCD2016-2	North St. Lucie Water Control District	**C-71/Ten Mile Creek General Clearing & Grading**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	70,000.00	$ 52,500.00	Not Started
82	73.3 PSL2016-3	City of Port St. Lucie Public Works	**E-14 Canal Retrofit Improvements**	Hurricane, Transportation, Flooding, Thunderstorm, Erosion	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	8,760,816.00	$ 6,570,612.00	Not Started
83	73.2 SLCUT2023-3	St. Lucie County Utilities	**Emergency Generator at Hibiscus Lift Station**	Flooding, Wind Event, Hazardous Material Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	83,000.00	$ 62,250.00	New
84	73.2 SLCUT2023-4	St. Lucie County Utilities	**Emergency Generator at Portofino Shores I**	Flooding, Wind Event, Hazardous Material Accident, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	177,000.00	$ 132,750.00	New
85	73.1 FPUA2016-4	Ft. Pierce Utility Authority	**Water Plant Electrical Feed**	Wind Event, Power/Communication Failure	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	69,000.00	$ 51,750.00	Not Started
86	72.6 SLC2018-1	St. Lucie County Public Works	**Lakewood Park Canal Outfall Capacity Increase**	Flooding	Unincorporated St. Lucie County	2-3 Years	HMGP; PDM; FMA; State mitigation grants	$	2,000,000.00	$ 1,500,000.00	Not Started
87	71.6 SLCUT2023-16	St. Lucie County Utilities	**North US1 Water Mane & Force Mane Extensions to Indian River Line**	Wind Event, Water Contamination, Power/Communication Failure	Unincorporated St. Lucie County	Unknown	HMGP; PDM; FMA; State mitigation grants	$	1,342,081.00	$ 1,006,560.75	New
88	71.4 ITP2020-1	The Inner Truth Project	**Mobile Crisis Unit**	All	All	4+ Years	CDBG-MIT; State mitigation grants	$	35,000.00	$ 26,250.00	Not Started

89	71.23 SLCER2020-1	St. Lucie County Environmental Resource Department	**St. Lucie Resiliency Planning**	Flooding, Wildfire, Water Contamination, Erosion, Drought	All	4+ Years	HMGP; PDM; FMA; State mitigation grants	$	1,500,000.00	$	1,125,000.00 Not Started
90	71 PSL2016-27	City of Port St. Lucie Public Works	**Wildfire Mitigation**	Drought, Extreme Temperature, Transportation, thunderstorm, Lightning, Wildland Fire	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	300,000.00	$	225,000.00 Not Started
91	70.9 SLCPW2016-7	St. Lucie County Public Works	**San Lucie Plaza Project**	Flooding, Erosion	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	12,500,000.00	$	9,375,000.00 Not Started
92	70.4 SLCPW2016-9	St. Lucie County Public Works	**Sunland Gardens Stormwater Scope**	Flooding, Hazardous Materials or Wellfield/Surface Water Contamination, Erosion	Fort Pierce and Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$	25,000.00	$	18,750.00 Not Started
93	70.2 FPUA2016-1	Ft. Pierce Utility Authority	**Force Main Protection- Indian River Lagoon**	Wind Event, Epidemic, Hazardous Materials or Wellfield/Surface Water Contamination	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	250,000.00	$	187,500.00 Not Started
94	70 NSLRWCD2016-3	North St. Lucie Water Control District	**C-53 Enhance Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	150,000.00	$	112,500.00 Not Started
95	70 NSLRWCD2016-4	North St. Lucie Water Control District	**C-33 enhance Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	85,000.00	$	63,750.00 Not Started
96	70 COFP2016-5	City of Ft. Pierce Engineering	**Six (6) four wheel drive vehicles**	Wind Event, Flooding, Thunderstorm/Lightning	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	185,000.00	$	138,750.00 Not Started
97	69.1 FPFWCD2016-1	Ft. Pierce Farms Water Control District	**Canal 1 / Taylor Creek**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	250,000.00	$	187,500.00 Not Started
98	68.9 NSLRWCD2016-1	North St. Lucie Water Control District	**C-22 Drainage and Flood Protection**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	1,000,000.00	$	750,000.00 Not Started
99	66.2 SLCPW2016-1	St. Lucie County Public Works	**Stormwater Master Plan for Carlton Road**	Flooding and Drought	Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	500,000.00	$	375,000.00 Not Started
100	64.2 FPUA2016-3	Ft. Pierce Utility Authority	**Wastewater Plant Diffuser Pipe**	Wind Event, Epidemic	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	250,000.00	$	187,500.00 Not Started
101	63.8 PSLUT2016-1	Port St. Lucie Utilities	**Storm Shutter on Prineville Water Treatment Plant**	Wind Event	Port St. Lucie	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	350,000.00	$	262,500.00 Not Started
102	63.6 COFP2016-4	City of Ft. Pierce Engineering	**Moores Creek Linear Park Phase II**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	9,300,000.00	$	6,975,000.00 Not Started
103	63.1 NSLRWCD2018-2	North St. Lucie Water Control District	**Canal 29 Control Structure Replacement**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	339,500.00	$	254,625.00 Not Started
104	62.2 SLCPW2016-10	St. Lucie County Public Works	**7th Street Canal Basic**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Transportation System Accident	Fort Pierce and Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$	2,000,000.00	$	1,500,000.00 Not Started
105	61.6 COFP2016-1	City of Ft. Pierce Engineering	**Stormwater Master Plan**	Flooding	Fort Pierce	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$	185,000.00	$	138,750.00 Not Started
106	61.1 SLCPW2016-6	St. Lucie County Public Works	**Flood attenuation and water quality Improvement**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Transportation System Accident	Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$	6,250,000.00	$	4,687,500.00 Not Started

107	60.7 SLCPW2016-2	St. Lucie County Public Works	**Final Phase of Paradise Park**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination	Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 2,500,000.00	$ 1,875,000.00	Not Started
108	60.7 SLCPW2016-5	St. Lucie County Public Works	**Canal NO. 54 at Orange west of Pulitzer**	Flooding, Transportation System Accident	Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 1,000,000.00	$ 750,000.00	Not Started
109	58.9 NSLRWCD2018-1	North St. Lucie Water Control District	**Australian Pine Removal on Canal 57**	Wind Event, Flooding, Erosion, Thunderstorm/Lightning	Fort Pierce and Unincorporated St. Lucie County	< 2 Years	HMGP; PDM; FMA; State mitigation grants	$ 55,200.00	$ 41,400.00	Not Started
110	58.9 FPUA2016-2	Ft. Pierce Utility Authority	**S. Hutchinson Island Wastewater Plant**	Wind Event, Epidemic, Hazardous Materials or Wellfield/Surface Water Contamination, Societal Alienation	Fort Pierce	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 81,000,000.00	$ 60,750,000.00	Not Started
111	58.7 SLCPW2016-3	St. Lucie County Public Works	**Phase 3 - East Street - Indian River Estates Drainage**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Transportation System Accident	Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 250,000.00	$ 187,500.00	Not Started
112	57.8 SLCPW2016-4	St. Lucie County Public Works	**Merritt Ditch Improvement**	Flooding, Transportation System Accident, Erosion	Unincorporated St. Lucie County	3-4 Years	HMGP; PDM; FMA; State mitigation grants	$ 250,000.00	$ 187,500.00	Not Started
113	54.7 SLCPW2016-8	St. Lucie County Public Works	**Harmony Heights Storm Water Quality**	Flooding, Hazardous Materials Accident or Wellfield/Surface Water Contamination, Erosion	Fort Pierce and Unincorporated St. Lucie County	4+ Years	HMGP; PDM; FMA; State mitigation grants	$ 15,000,000.00	$ 11,250,000.00	Not Started

Annual Evaluation Report on a Substantial Damage Management Plan for SDP Credit

CRS communities that receive credit in element SDP for having a plan to manage substantial damage within their jurisdictions are required to either update the plan or submit an evaluation of that plan every year with their recertifications. The purpose of such an evaluation is to focus on specific portions of the plan and initiate changes as needed. The components listed below are the minimum required for such an evaluation report. Communities are encouraged to submit more comprehensive explanations as needed.

Name of community: Fort Pierce

Date the current substantial damage management plan
was submitted to the community's governing body: 5/5/21

Date this evaluation report was prepared: 4/9/24

Date this evaluation report was submitted to the local governing body: 4/9/24

Name, title, contact information for person preparing this report:

Paul Thomas, CBO, CFM, Director of Building, Floodplain Administrator

pthomas@cityoffortpierce.com 772-467-3195

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1. What process was used to evaluate the substantial damage management plan and to prepare the annual evaluation report for this past year?

   The Floodplain Administrator reviewed and approved the Substantial Damage Plan (SDP) with no changes to the procedures, on April 9, 2024. A copy of this report will be included in our annual CRS progress report. The CRS progress report will be sent to the City Manager on April 19, 2024. A copy of this report will also be sent to our Communications Specialist once signed by the City Manager, so it can be made available to the media via a press release and posted on the City of Fort Pierce's website.

2. Over the past year, were any changes made to local ordinances, regulations, definitions, or other standards that pertain to the substantial damage or substantial improvement of buildings? No

   If so, please describe those changes.

---

3. For each of the six steps of the credited planning process, indicate whether it has been implemented, whether it has been changed, and explain.

   Step 1 (Assess vulnerability):

   This was assessed during the creation of the plan. There have been no changes to our assessment.

   Step 2 (Identify a substantial damage management team):

   This was assessed during the creation of the plan. We have updated the teams based on current staffing.

   Step 3 (Identify post-event efforts):

   This was assessed during the creation of the plan. There have been no changes to our post event efforts.

   Step 4 (Build a property database):

   This was assessed during the creation of the plan. No additional properties needed to be added to the database.

   Step 5 (Identify pre-flood actions):

   This was assessed during the creation of the plan. There have been no changes to our pre-flood actions.

   Step 6 (Implementation steps and updates):

   An evaluation of the plan was conducted and there are no recommended changes to the plan at this time. Below recommendations based on actions already in the plan that we didn't implement as specified.

4. For each pre-event action item listed in the substantial damage management plan (Step 5), indicate whether the item was implemented during the past year, describe that implementation, and explain what change is recommended for that item, if any.

   Action item:

   Review substantial damage/improvement determination procedures annually: This was reviewed by the Floodplain Administrator on 4/9/24. No recommended changes at this time.

Action item:

Review team area assignments and update as needed at the beginning of hurricane season or prior to an anticipated event:

The assessment zones were reviewed at the beginning of hurricane season.

No events in 2023.

Action item:

Discuss and determine any interim permit procedures prior to an anticipated event: Interim permit procedures were not implemented.

Action item:

Meet with damage assessment investigators at the beginning of hurricane season and prior to an anticipated event: We only met with assessment team at the beginning of hurricane season because there were no events in 2023.

Recommended Changes: No changes needed.

Action item:

Annual Training will be provided at the beginning of hurricane season: Group training was provided to all assessment investigators on June 3, 2023.

Recommended Changes: With the rotation of new staff members coming into our department, we need to make sure we provide one on one training for all new staff members.

Action item:

Equipment/Supply check will be done at the beginning of hurricane season: Equipment and supply check, for existing investigators, was completed at the start of hurricane season. New equipment and supplies were purchased for new investigators.

Action item:

Update the GIS system: We will be using Forerunner for damage assessments starting in 2024, GIS updates will be coordinated through their support team prior to the beginning of each hurricane season, this will include adjustment of the assessment zones base on the current staff level.

5. Over the past year, has the community experienced any flood damage? No

   If so, describe:

6. Over the past year, was the substantial damage management plan used after a flood or other event?

   No, due to no events impacting our community in 2023.

   If so, describe how it was implemented, how its use was evaluated, and what recommendations were made for improvements.

   At this time, there are no recommendations or changes needed.

7. Have any community officials participated in training on substantial damage on in training on the substantial damage management plan over the past year?

   No, however community officials have been provided the Substantial Damage Plan and staff has presented policy and procedures at the commission meeting along with a packet called When Disaster Strikes that provides them with information on:

   Important contacts

   Long Term/Short Term Preparedness

   Post Disaster Management: i.e., What to expect and How substantial damage determinations are made.

8. Has the plan for managing substantial damage been revised or updated in the past year?

   No changes to the procedures, the only change made is what program we will use to collect the damage assessment data after an event.

   If so, describe the circumstances of the update, the specific changes, and attach a copy of the revised plan.

9. As a result of the review of the substantial damage management plan, are there any recommendations or changes to the plan?

   No

   If so, describe and explain.

10. [For communities receiving SDP2 credit]

a. Has a review of the property database been done? Yes

b. Has any outdated information been corrected in the database (structures removed from the list, changes in property ownership or in market value, etc.). Yes

c. Has the updated database been imported into FEMA's Substantial Damage Estimator? Yes

11. [For communities receiving SDP3 credit] NA

a. Has the list of properties or potential substantial damage areas changed during the past year?

b. Have any properties listed in the substantial damage management plan been mitigated during the past year?

c. Has the community's mitigation strategy for these properties or areas changed during the past year?

d. Have any new mitigation programs or funding alternatives been incorporated into the planning process during the past year?

12.Other comments:

City Commission Day Meeting - 9:00 a.m. **8. b.**

Meeting Date: 08/12/2024

Re: Adopt-A-Road Program Update

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

SUBJECT:

Adopt-A-Road Program Update

SUMMARY:

The City Commission has requested an update on the Adopt-A-Road Program. This update includes details on the program overview, guidelines, participation, adopted street locations, and ongoing initiatives to enhance program efficiency and effectiveness in addressing litter issues within the community.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

John Andrews, Deputy City Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Adopt A Road Update Slides.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/01/2024 03:45 PM
City Manager	Nick Mimms	08/07/2024 03:41 PM

Form Started By: Marsha Commond Started On: 07/30/2024 02:09 PM

Final Approval Date: 08/07/2024



Adopt-A-Road Program Update

Presented by Marsha Commond, MPA

Keep Fort Pierce Beautiful



Program Overview

The City of Fort Pierce Adopt-A-Road program provides opportunities for individuals, businesses, clubs, and church organizations to adopt a half-mile segment of a city-maintained roadway. Participants can help keep our city clean by simply agreeing to pick up litter and trash a minimum of twelve (12) times a year. Not only is this a great opportunity for a little exercise but organizations will also receive recognition in the form of a sign located on their adopted roadway.

Program Goals

- To Reduce litter along all City of Fort Pierce roadways.
- To keep the surrounding environment clean, including swales, canals, and stormwater inlets.
- To reduce litter overall by increasing public awareness.



Program Guidelines

1. Complete the online application.
2. Commit to completing a minimum of 12 cleanups per year. (New)
3. Adopt a 0.5-mile of the road.
4. Signs will be installed after application approval.
5. Volunteers can request for supplies like bags, picks and safety vests.
6. Safety Tips: Always wear furnished safety vests, Workers need to stay out of the traffic lanes and medians. Pick up trash in the right-of-way only, and, etc.
7. Participants are required to complete the online Litter Clean-Up Report Form. **(New)**
8. Trash removal can be requested through the Litter Clean-Up Report Form. **(New)**
9. If participants do not meet minimum requirements after one year, they will forfeit their adopted road for others to adopt. **(New)**



Program Participation





19 Groups



19 Adopted Roads

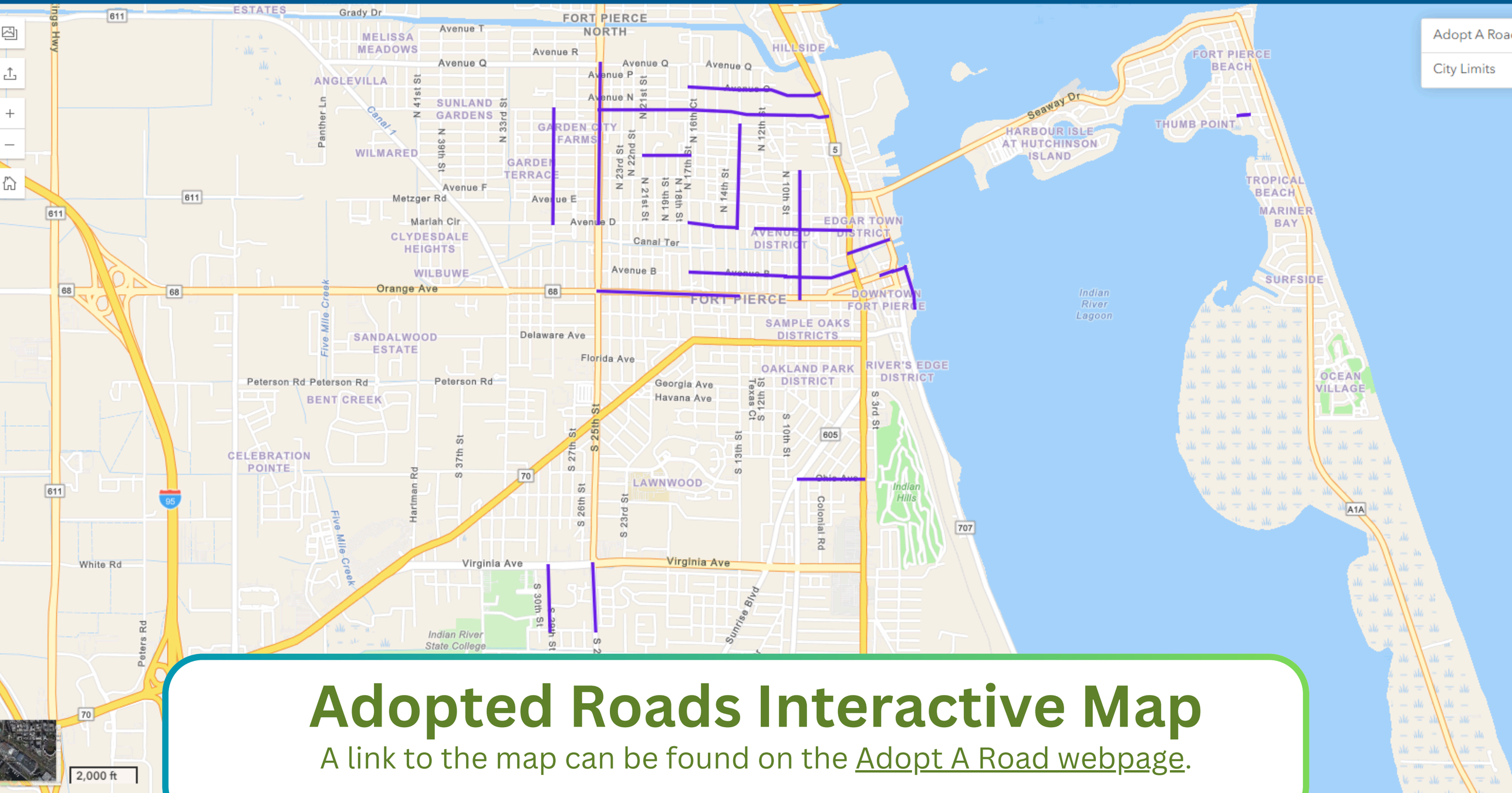
- Ekhaya FP LLC
- Manatee Observation
- Ft. Pierce Westwood Key Club
- Liberty Truth and Deliverance
- St. Lucie FAMU Association
- Community Outreach Youth
- Outside Church
- Class of 75 Fort Pierce Central Fighting Tigers
- Project Rock
- Fort Pierce Woman’s Club
- Jalil Temple #265 & Jalil
- Gulfstream Villa Association
- Tiptop Yacht Service Inc.
- St. Andrew’s Episcopal Academy
- Our Mother’s Village Inc.
- Omega Psi Phi Fraternity, Inc. - Omicron Tau Chapter
- Fort Pierce Lodge #155
- The North Bat and Ball Little League Inc.



Adopted Roads

Street Name:	Beginning At:	Ending At:
Avenue D	U.S. 1	12th Street
A E Backus Avenue	U.S. 1	Indian River Dr.
Orange Avenue	13th Street	25th Street
Avenue B	U.S. 1	17th Street
Avenue M	U.S. 1	25th Street
Avenue D	13th Street	17th Street
Ohio Avenue	U.S. 1	Sunrise Blvd.
Avenue I	17th Street	21st Street
Edwards Road	Oleander Blvd	S. 25th Street
S. 25th Street	Virginia Ave	Stanton Avenue
N. 9th Street	Orange Avenue	Avenue H
Gulfstream Avenue	Granada Street	Beachcomber Lane
S 29th Street	Virginia Ave	Stanton Avenue
Avenue A	N. 2nd Street	Melody Lane
Melody Lane	Avenue A	Boston Avenue
N. 25 Street	Avenue D	Avenue Q
N. 29th Street	Avenue D	Avenue M
N. 13 Street	Avenue D	Avenue L
Avenue O	U.S. 1	17th Street

City of Fort Pierce: Adopt A Road Program



Adopted Roads Interactive Map

A link to the map can be found on the Adopt A Road webpage.

Underway



Incentives

Recognition

- Community Cleanup Champions Recognition at the Annual Community Day Event (Spring).
- Annual Adopt-A-Road Champions Recognition Luncheon (Fall/Winter).
- Monthly highlights of active participants and one major raffle for self-reported cleanups.
- Recognition will also be given through various city communication platforms.


QUESTIONS?

City Commission Day Meeting - 9:00 a.m. **9. a.**

Meeting Date: 08/12/2024

Re: Accept Quote from Econolite Systems for Edaptive Traffic Control System

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

SUBJECT:

Approval for of expenditure in the amount of $112,204.00 for the acquisition of an Edaptive Traffic Control System for the US 1 corridor from Fisherman's Wharf to Edwards Road.

SUMMARY:

Currently, US 1 (Fishermans Wharf to Virginia Avenue) is controlled by an "Adaptive" system which was implemented in 2018. This system reacts and adjusts the timings of the traffic controllers based on the volume of traffic traveling on the main corridor. This system is becoming obsolete, and we are proposing to upgrade the system utilizing Econolites's "Edaptive" Control system which offers increased features and benefits. Designed to optimize traffic flow and improve transportation efficiency, this upgrade will add three additional intersections south of Virginia Avenue to improve the functionality of the entire US 1 corridor.

This system is proprietary equipment and software from Econolite Systems who is considered a sole provider. The total cost of the upgraded system and necessary video equipment totals $112,204.00

RECOMMENDATION:

Staff recommends approval of the acquisition.

ALTERNATIVES:

Maintain the existing system.

RESPONSIBLE STAFF:

Richard Marino, Traffic Operations Administrator

COORDINATED WITH:

Florida Department of Transportation

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	001 4400-534920
Amount:	$112,204.00

FISCAL IMPACT:

Funds provided by Florida Department of Transportation JPA for Traffic Signal Maintenance and Enhancement

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/05/2024 09:42 AM
City Manager	Nick Mimms	08/05/2024 09:47 AM
Form Started By: John Andrews		Started On: 07/24/2024 01:38 PM
Final Approval Date: 08/05/2024		

Econolite Systems

Fort Pierce, Florida

Centracs Mobility Edaptive Quote

July 25, 2024

Econolite Systems, Inc. is pleased to offer you the following quotes at the prices and terms set forth in this letter and subject to agreement on terms in any resultant contract/agreement.

ITEM #	Item Description	Unit	Qty	Unit Price	Total
1	**Centracs Mobility – Integration**	LS	1	$30,500	$30,500
	Included: Econolite Systems quote includes pricing to supply the following items. • Centracs Mobility setup. • Centracs Mobility Edaptive configuration for up to 16 intersections. • ½-day of remote training. **Assumptions:** • Controllers & firmware that work with Centracs Mobility. • Intersection detection meeting Mobility Edaptive minimum requirements. • End-to-end, operational IP-based communications to the 16 traffic signal controllers. • Agency will provide VPN and/or remote access to the intersections. • Agency accepts the Econolite Internet Hosted Services Terms of Use. • Any project specific testing is not included. • Training is not included.				
2	**Centracs Mobility – System Service**	Year	1	$7,690	$7,690
	Included: Econolite Systems quote includes pricing to supply the following items. • Provide Centracs Mobility Essentials, Timing, and Edaptive system service for up to 16 intersections for 1 year. **Not Included:** Any of the following is not included within Econolite Systems' quote: controllers, firmware, database conversions; or any spare equipment. **Note:** Service price shown above for this line item is contingent upon a current/active Software Maintenance Agreement being in place for Agency's Centracs system and is valid for an initial five years of Mobility service. Line-item pricing reflects an annual discount of $1,650 from the regular Mobility Edaptive service. This discount is calculated as follows: credit for 25% of $25,000 Centracs Adaptive Module price ($6,250), plus $125/Centracs adaptive intersection license for 16 licenses ($2,000). The total credit is $8,250. This amount is applied toward Mobility service fees at 20% per year for 5 years.				
3	**Video Detection (State Contract Pricing)**	LS	1	$59,214	$59,214
	Included: Econolite Systems quote includes pricing to supply the following items. • Vision Comm Manager, ACP Primary Model, AVCM, A700-1166-01-AVCM1 (Qty 2) • Vision Video Sensor, AVISION (Qty 8) • Bracket, Camera, Stellar Stl, Cable Mount, Alum, SP1106FL1PC74120PNC (Qty 8) • Cable,Round,3 Cond, 18 AWG, Black Polyethylene Jckt, 1175-011 (Qty 2,000')				
4	**Video Turn-on Service**	LS	1	$1,200	$1,200
	Included: Econolite Systems quote includes pricing to supply the following items. • Detection turn-on labor; includes up to 4 hours of FSR support per intersection for 2 new Vision intersections.				
5	**Reconfigure Current Adaptive Intersections**	INT	4	$400	$1,600
	Included: Econolite Systems quote includes pricing to supply the following items. • Reconfigure and possible re-aiming of existing video detection not currently running Adaptive (TBD Qty at time of deployment).				

ITEM #	Item Description	Unit	Qty	Unit Price	Total
6	Controller Upgrade – ASC/3 to EOS Conversion	EA	16	$750	$12,000
	Included: Econolite Systems quote includes pricing to supply the following items. • Update existing Cobalt controllers to current EOS (Econolite Operating Software) platform. Database conversions from ASC/3 to latest firmware EOS (during night-time hours).				
				TOTAL PRICE	$112,204

General Terms & Conditions

1. All prices quoted include freight.
2. All prices quoted exclude sales tax. Any applicable sales tax will be included at the time of invoicing.
3. Payment shall be in accordance with the mutually agreed upon contract.
4. Price quotation is valid for 30-days.
5. Shipping Date: 10-11 weeks ARO, approved credit terms and submittal approval when applicable
6. Terms: NET30

Special Conditions

1. Please examine explanation below each bid item carefully for inclusions and exclusions.
2. Contractor is responsible for confirming quantities and cable lengths in quotes. We do our best to estimate the amount of cable that is required for a job. If additional cable is required, request a quote.
3. Econolite can provide turn-on assistance for an additional fee. We do not provide bucket trucks or installation of devices. When Econolite techs arrive for a turn-on and the contractor is not ready (cameras not hung, cable not pulled and terminated, etc) they may have to reschedule and charge for an additional trip.
4. Technical Support requests for initial turn-ons (cabinet or detection) must be made a minimum of 2 weeks in advance. Inside 2 weeks will be on a first come first serve basis. Quotes for turn-on include 1 trip for the entire project.
5. Additional return trips to location for non-warranty issues will cost a minimum of $600.00 per intersection/per trip ($850.00 per intersection/per trip minimum for work required after normal business hours).
6. Standard warranty applies from ship date (please review per the devices in your quote): 3 years on Vision video detection. FDOT requires extended warranties on some items, per their specs. Please confirm that we quoted the proper warranty for your project. If additional extended warranties are required, please ask for a quote.
7. Quote valid for 30 days from date on this quote. We will do our best to hold pricing, but with the ever-changing market conditions (price increases and supply chain issues) we reserve the right to reprice this at the time of order release.
8. Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.
9. The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by

persons or entities other than the intended recipient is prohibited except as required by law.

Quote Date: July 25, 2024

Quoted by: Mark E. Case, P.E.
Regional Vice President

Contact: mcase@econolite.com
(657) 274-4036



Signature

City Commission Day Meeting - 9:00 a.m. **9. b.**

Meeting Date: 08/12/2024

Re: Request Approval of Culpepper & Terpening, Inc. SA No.10 for Granada Street Roadway Improvement Design RFQ No. 2019-27 First Amendment

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

SUBJECT:

Approval of Culpepper & Terpening, Inc.'s First Amendment and Specific Authorization No.10 for the design services of Granada Street Roadway Improvements in an amount not to exceed $60,335.00.

SUMMARY:

Pursuant to the continuing agreement related to “RFQ No. 2019-027 – Engineering Services” between the City of Fort Pierce and Culpepper & Terpening, Inc. dated the 23rd day of July 2020, The First Amendment for Culpepper and Terpening, Inc. is submitted for subsequent review and approval. In addition, the City of Ft. Pierce desires design and construction plan preparation services for the proposed roadway and drainage improvements to Granada Street from Gulfstream Avenue to Porpoise Street, approximately 900 linear feet of roadway. The roadway shall be designed as a two-lane undivided urban section with sidewalks on both sides of the right-of-way where possible, complete with curb and gutter, and drainage facilities.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and negotiate with another design consultant.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works
FPUA

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	4034300-563100
Amount:	$60,335.00

FISCAL IMPACT:

The design services shall be funded by SMU Account 4034300-563100.

Attachments

C&T Proposal
City Attorney Memo

Specific Authorization No. 10
C&T First Amendment

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/05/2024 09:04 AM
City Manager	Nick Mimms	08/05/2024 09:31 AM
Form Started By: Venetia Barnes		Started On: 08/01/2024 02:41 PM
Final Approval Date: 08/05/2024		

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

July 10, 2024

Project Number: P24-083
Contract File
Sender's Email: smatthes@ct-eng.com

VIA: **Email** ttelle@cityoffortpierce.com

Attn: Ms. Tracy Telle
City of Fort Pierce
Engineering Department PO Box 1480
Fort Pierce, FL 34954

RE: **Project Number: P24-083**
Project Name: Granada Street Roadway Improvements
Agreement for Professional Engineering & Surveying Services

Dear Ms. Tracy Telle:

On behalf of the firm of Culpepper & Terpening, Inc., we are pleased to enclose our *Agreement for Professional Engineering & Surveying Services* for The City of Ft. Pierce desires the survey, design and construction plan preparation services for the paving and drainage improvements to Granada Street from Gulfstream Avenue to Porpoise Street, approximately 900 linear feet of roadway. The roadway construction shall be designed as a two lane undivided urban section with sidewalks on both side of the Right-of-Way where possible. The construction shall include roadway pavement, drainage facilities, curb & gutter and sidewalks.

If this proposal meets with your approval, please execute both contracts, initial each page, and return both copies to our office. Upon receipt, we will provide your office with one fully-executed original contract. An executed contract will serve as the notice to proceed.

We appreciate the opportunity to provide this proposal. We look forward to being a part of your project team. Should you have any questions or require any additional information, please feel free to contact me directly at (772) 464-3537.

Sincerely,
CULPEPPER & TERPENING, INC.

Stefan K. Matthes, PE
Sr. Vice President

Enclosure: Agreement for Engineering & Surveying Services

CC: C&T Accounting

EXHIBIT A
Professional Services Agreement Between
Culpepper & Terpening, Inc. (Consultant) for
City of Fort Pierce (Client)
Project Name Granada Street Roadway Improvements Project Number P24-083
July 10, 2024
****

WORK AUTHORIZATION NO. :	**P24-083**
PROJECT NAME:	**Granada Street Roadway Improvements**
CONSULTANT:	**Culpepper & Terpening, Inc.**

This Agreement for Engineering Services ("Agreement") is made and entered into between City of Fort Pierce, hereinafter designated as the "CLIENT" and CULPEPPER & TERPENING, INC. as the "Consultant", the parties agree to services and conditions hereinafter stated.

I. PROJECT DESCRIPTION/OBJECTIVES

The City of Ft. Pierce desires the design and construction plan preparation services for the paving and drainage construction improvements to Granada Street from Gulfstream Avenue to Porpoise Street, approximately 900 linear feet of roadway. The roadway construction shall be designed as a two-lane undivided urban section with sidewalks on both side of the Right-of-Way where possible. The construction shall include roadway pavement, drainage facilities, curb & gutter and sidewalks.

The Construction Plans shall be prepared in 24” x 36” format and in general accordance with the Florida Department of Transportation (FDOT) Plans Preparation documents and City of Ft. Pierce requirements and shall include the following design elements:

- Design and Right-of-Way Survey By City;
- Geotechnical Exploration; and
- Construction Plan Preparation

II. SCOPE OF SERVICE

Services to be provided by this Consultant pursuant to this Work Authorization (WA) shall be provided in accordance with the services under Section II and payable in the amount set forth in Section IV.
To accomplish the above objectives, the services will be divided into the following tasks:

TASK **TASK DESCRIPTION**

20.02 Geotechnical Design Exploration

Consultant shall conduct geotechnical design exploration of the roadway improvement area. The geotechnical testing shall be in accordance with the following:

- Perform 2 hand auger borings to a depth of 10 feet within and staggered across the proposed roadway corridor to explore shallow soil stratigraphy and groundwater levels.
- Perform 2 pavement cores within the existing roadway to obtain pavement section thickness
- Obtain soil samples from the auger borings for laboratory testing. This includes routine classification tests including standard sieve analysis, Atterberg Limits, organic contents, etc.
- Prepare a Roadway Soil Survey report including all data developed during the laboratory and field programs, and our recommendations relative to roadway construction. The Roadway Soil Survey report will be in general accordance with Chapter 9 of the FDOT Soils and Foundations Handbook (2011).

30.01 Phase I (30%) Roadway Plan Submittal

Consultant shall provide the Client with the initial plan submittal documents in general accordance with the FDOT FDM and Florida Green Book. The Plans shall be prepared on 24" x 36" size format and comply with the City of Ft. Pierce criteria, FDM, and FDOT Standard Plans. The Plan submittal requirements shall be consistent with the FDM, Part III, Chapter 301.2, Phase I Submittal (30%) and include the following components:

- Key Sheet (Preliminary)
- General Notes/Summary of Pay Items (Preliminary)
- Typical Sections (Preliminary)
- Project Layout Sheets @ 100 scale (Preliminary)
- Roadway Plan Sheets @ 40 Scale (Preliminary
- Profile Sheets @ 40 Scale (Preliminary)
- Cross Sections @ 100' intervals (Preliminary)
- Roadway Soil Survey (Final)

This task shall include a review meeting with the City of Ft. Pierce. Consultant shall also provide the following items commensurate with the development of the 30% Plan information:

- Geotechnical Report
- Engineer's Estimate of Probable Construction Cost commensurate with the development of the 30% Plan information.

30.02 Phase II (80%) Roadway Plan Submittal

Consultant shall provide the Client with the initial plan submittal documents in general accordance with the FDOT FDM and Florida Green Book. The Plans shall be prepared on 24" x 36" size format and comply with the City of Ft. Pierce criteria, FDM, and FDOT Standard Plans. The Plan submittal requirements shall be consistent with the FDM, Part III, Chapter 301.2, Phase II Submittal (80%) and include the following components:

- Key Sheet (Preliminary)
- General Notes/Summary of Pay Items (Preliminary)
- Typical Sections (Complete, subject to Change)
- Project Layout Sheets @ 100 scale (Complete, subject to Change)
- Roadway Plan Sheets @ 40 Scale (Complete, subject to Change)
- Profile Sheets @ 40 Scale (Preliminary)
- Cross Sections @ 100' intervals (Preliminary)
- Roadway Soil Survey (Final)
- Stormwater Pollution Prevention Plan (Preliminary)
- Traffic Control Plan (Preliminary)
- Signing & Pavement Marking Plan (Preliminary)

This task shall include a review meeting with the City of Ft. Pierce. Consultant shall also provide the following items commensurate with the development of the 80% Plan information:

- Response to comments received from the City of Ft. Pierce.
- Engineer's Estimate of Probable Construction Cost commensurate with the development of the 80% Plan information.

30.03 Phase III (100%) Plan Submittal

Consultant shall provide the Client with the final plan for roadway section to be constructed. The plans shall be in general accordance with the FDOT FDM and Florida Green Book. The Plans shall be prepared on 24" x 36" size format and comply with the City of Ft. Pierce criteria, FDM, and FDOT Standard Plans. The Plan submittal requirements shall be consistent with the FDM, Part III, Chapter 301.2, Phase IV Submittal (100%) and include the following components:

- Key Sheet (Final)
- General Notes/Summary of Pay Items (Final)
- Typical Section (Final)
- Project Layout Sheets @ 100 scale (Final)
- Roadway Plan Sheets @ 40 scale (Final)
- Profile Sheets @ 40 scale (Final)
- Cross Sections @ 100' intervals (Final)
- Roadway Soil Survey (Final)
- Stormwater Pollution Prevention Plan (Final)
- Traffic Control Plan (Final)
- Signing & Pavement Marking Plan (Final)

This task shall include a review meeting with the City of Ft. Pierce. Consultant shall also provide the following items commensurate with the development of the Final Plan information:

- Response to comments received from the City of Ft. Pierce.
- Engineer's Estimate of Probable Construction Cost commensurate with the development of the Final Plan information.
- Bid Document Preparation:

Consultant shall prepare the standard technical specifications and special provisions required for inclusion in the Bid Documents. The technical specification and special provision shall be prepared in the standard County bid format included in the Technical Specification section of the Bid Documents.

30.04 SFWMD Permit Modification

Consultant shall prepare a permit modification to the SFWMD for the project. The modification shall be based on the use of the existing retention pond located along the west side of the project.

40.01 Bidding Services

Consultant shall provide the following assistance to City of Ft. Pierce as part of the bidding process:

- Prepare for and attend the pre-bid meeting for the project.
- Provide City of Ft. Pierce with responses to request for information and/or questions that arise from the meeting.
- Provide necessary plans changes from comments during the bidding process.
- Review bid tabulations prepared by City of Ft. Pierce and provide recommendations of award.
- Issue "Approved for Construction" plan sets to the contractor

80.01 Reimbursable Expense
Reimbursable expenses including any direct, non-salary expense, including but not limited to copies, blueprints, out-of-office reproduction or photographic services, local travel, special mailing services, contract services authorized by the Client, Agency required notification and publication services, etc. will be billed as appropriate.

III. ASSUMPTIONS/CLARIFICATIONS

1 All landscaping, irrigation and lighting by others

2 Environmental & Jurisdictional work by others

3 Subsurface Hydrology Reports/Opinions by Others

4 Environmental Assessment by Others

5 Easement Preparation billed as Additional Service

6 Client shall provide an electronic copy (in AutoCAD format) of previously approved Site Plan.

7 Title review is not included in this proposal.

8 Archaeology Determinations by others

9 Boundary Survey Provided by Others

10 Title Work Provided By Client

11 Gopher Tortoise Permitting by Others

12 Scope/Price is based on use of Standard C&T Contract

IV. BREAKDOWN OF FEES FOR BASIC SERVICES

Work authorized is estimated to be completed in accordance with the following schedule:

Task#	Task Description	Amount	Fee Type
20.02	Geotechnical Design Exploration	$ 1,000.00	NTE
30.01	Phase I (30%) Roadway Plan Submittal	$ 16,100.00	NTE
30.02	Phase II (80%) Roadway Plan Submittal	$ 24,705.00	NTE
30.03	Phase III (100%) Plan Submittal	$ 9,290.00	NTE
30.04	SFWMD Permit Modification	$ 5,880.00	NTE
40.01	Bidding Services	$ 2,360.00	NTE
80.01	Reimbursable Expense	$ 1,000.00	NTE
	Estimated Total	**$ 60,335.00**	

The term "LS" indicates a Lump Sum fee for the tasks specified and is intended to be a fixed fee, not subject to change without the agreement of both parties. The term "T&E" indicates a Time & Expense task and this is an estimated budget figure only. The term "NTE" indicates a task billed on an hourly basis Not to Exceed the amount shown without approval from the Client.

EXHIBIT A
Professional Services Agreement Between
Culpepper & Terpening, Inc. (Consultant) for
City of Fort Pierce (Client)
Project Name Granada Street Roadway Improvements Project Number P24-083
July 10, 2024
****

V. COMPLETION DATE & DELIVERABLES

Work authorized is estimated to be completed in accordance with the following schedule:

Task#	Task Description	Completion Date	Copies
20.02	Geotechnical Design Exploration	30 Days from NTP	1
30.01	Phase I (30%) Roadway Plan Submittal	60 Days from NTP	1
30.02	Phase II (80%) Roadway Plan Submittal	120 Days from NTP	1
30.03	Phase III (100%) Plan Submittal	150 Days from NTP	1
30.04	SFWMD Permit Modification	120 Days from NTP	1
40.01	Bidding Services	180 Days from NTP	1
80.01	Reimbursable Expense		

VI. AGREEMENT

The following documents, as applicable, are attached and are incorporated into this Work Authorization:

- Exhibit B: General Conditions

Approved By:
City of Fort Pierce

Ms. Tracy Telle

Date:

Submitted By:
Culpepper & Terpening, Inc.

James P. "Butch" Terpening, Jr., P.E.
COO

Date:

Professional Services Agreement Exhibit "B" to Work Authorizations
GENERAL CONDITIONS
Project Number P24-083

Appendix A
Consultants Hourly & Reimbursable Rate Schedule

Professional Services	**Rate**
Expert Witness	$300.00
Principal Engineer, P.E.	$210.00
Principal Planner	$195.00
Senior Project Manager, P.E.	$185.00
Senior Project Engineer, P.E.	$145.00
Senior Project Surveyor, P.S.M.	$165.00
Senior Land Surveyor, P.S.M.	$125.00
Senior Project Manager	$135.00
Project Engineer, P.E.	$135.00
Project Manager	$90.00
Project Engineer, EI	$110.00
Senior Construction Manager	$125.00
Construction Manager	$90.00
Construction Inspector	$80.00
GIS Project Manager	$90.00
Sr. Engineering Technician	$80.00
Engineering Technician	$70.00
Sr. Surveying Technician	$80.00
Surveying Technician	$70.00
Administrative Services	$55.00
3-D Laser Scan Crew	$175.00
GPS Survey Crew	$145.00
Survey Crew	$125.00
Project Adminstrator/CSS	$125.00
Sr. Engineering Designer	$100.00
Sr. Constructor Inspector	$90.00
Constructor Inspector Aide	$50.00
3 Man Survey Crew	$165.00
Reimbursable Expense	
Blue Print	$1.50
Blue Print - Color	$3.50
Mylar	$10.00
Compact Disc	$10.00
Small Copy	$0.25
Large Copy	$0.35
Color Copy	$0.35
Federal Express	At Cost
Travel (Per Mile) IRS Rate	$0.555
Outside Services and Application Fees	Cost +20%

Rates are valid until December 31, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW OF FIRST AMENDMENT AND SA NO.10 FOR CULPEPPER & TERPENING, INC. FOR GRANADA STREET ROADWAY IMPROVEMENT DESIGN
CAO RLS FILE:	24-288
DATE:	JULY 30, 2024

I have reviewed the above Request for Legal Services related to the First Amendment and Specific Authorization Number 10 with Culpepper & Terpening, Inc.

Minor corrections were made to both documents. Redline copies were uploaded so you can review the corrections. For your convenience, "changes accepted" versions were also uploaded.

With these changes, the Specific Authorization and First Amendment are approved.

Please note that Exhibit A to the Specific Authorization, submitted by Culpepper & Terpening, sets forth the scope of services, fee schedule, completion dates, etc. The Department did not include Exhibit A in the RLS and did not ask this Office to review Exhibit A. This Office trusts that the Department has carefully reviewed the Exhibit and that it accurately reflects the services to be performed by the Engineer and the agreed timeline and fee schedule.

/ahd

SPECIFIC AUTHORIZATION NO. 10

GRANADA STREET (GULFSTREAM AVE TO PORPOISE AVE)
PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Culpepper & Terpening, Inc.** (hereinafter referred to as "ENGINEER") dated the 23rd day of July 2020 and the First Amendment thereto dated the__day of___, 2024 (hereinafter collectively referred to as the "AGREEMENT"), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Granada Street (Gulfstream Ave to Porpoise Ave) Roadway Improvement project.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for survey services, preparation of engineering plans, and technical specification package for the roadway improvement project known as Granada Street Roadway improvements. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit "A", which is attached hereto and incorporated by reference herein:

Topographic Survey	Supplied By City
Geotechnical Report	30 Days from NTP
30% Roadway Plan Submittal	60 Days from NTP
80% Roadway Plan Submittal	120 Days from NTP
100% Roadway Plan Submittal	150 Days from NTP
Bidding Services	180 Days from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed: **$60,335.00**

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

CULPEPPER & TERPENING, INC.

By: _____ Date: 08-02-24
Stefan K. Matthes, P.E., Sr. Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

FIRST AMENDMENT
TO CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES

This **FIRST AMENDMENT** to Continuing Contract for RFQ No. 2019-027 Professional Engineering Services is made and entered into this **2nd** day of **August**, 20**24** by and between **the City of Fort Pierce**, Florida, a municipal corporation (the "City) and **Culpepper & Terpening, Inc.** ("Consultant"), collectively the "Parties".

WHEREAS, the Parties entered into the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020; and

WHEREAS, review of the terms of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020 resulted in the need to update terms for compliance with legal requirements and insurance requirements; and

WHEREAS, the Parties have agreed to modifications of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and condition herein, do agree as follows:

SECTION 1. The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by reference.

SECTION 2. Paragraph 12. INSURANCE is hereby amended and replaced to read and require as follows:

> The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the CITY with:
>
> (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
> (b) The original of the policy(ies); or

(c) Other evidence satisfactory to the CITY.

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

To the extent CONSULTANT is permitted to and elects to sub-contract any of the work performed under this Contract, CONSULTANT will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	Statutory
Part Two:	$1,000,000 Each Accident
	$1,000,000 Disease – Policy Limit
	$1,000,000 Disease – Each Employee

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

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20

10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage

been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain CONSULTANT'S Pollution Liability coverage. Such insurance shall cover CONSULTANT for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

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

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the CITY's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The CITY shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

CONSULTANT shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of

the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. CONSULTANT shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONSULTANT by an individual who is duly authorized to execute the bond on behalf of the CONSULTANT. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the CITY prior to being used to satisfy any of the insurance requirements contained herein. CONSULTANT shall pay on behalf of the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY, or their respective officials, officers, and employees.

All policies of insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce and their members, officials, officers, and employees.

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

All insurance policies provided by the CONSULTANT shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

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

SECTION 3. Paragraph 13. INDEMNIFICATION is hereby amended and replaced to read and require as follows:

Except for expenses or liabilities arising from the negligence of the CITY, the CONSULTANT hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONSULTANT shall indemnify and hold harmless, to the maximum extent permitted by law, the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in CONSULTANT'S performance of this Contract.

CONSULTANT'S obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

SECTION 4. Paragraph 39. E-VERIFY is hereby created and requires as follows:

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this First Amendment as of the date first written above and in counterparts, each of which shall be treated as an original upon the terms and conditions above stated.

CONSULTANT:
CULPEPPER & TERPENING, INC.

By: _____

Print: James P. Terpening, Jr, P.E._____

Title: COO_____

Date: **08-02-24**

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

City Commission Day Meeting - 9:00 a.m. **10. a.**

Meeting Date: 08/12/2024

Re: FPUA Budget

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R44 approving the Fort Pierce Utilities Authority FY2025 Annual Budget and FY2024 Amended Budget.

SUMMARY:

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), hereby submitted for consideration by the City Commission is the FPUA's FY 2025 Annual Budget and FY 2024Amended Budget.

RECOMMENDATION:

Approve Resolution.

ALTERNATIVES:

By four-fifths (4/5) vote, disapprove or decrease any line item expenditures or amendments thereto. If no disapproval occurs, the budget and amendments there to shall be deemed approved as submitted within thirty (30) days.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities
Barbara Mika, Director of Financial Services

COORDINATED WITH:

Linda W. Cox, City Clerk

Attachments

24-R44
FPUA Resolution adopting Budget
FPUA Budget

Form Review

Form Started By: Linda Cox Started On: 07/29/2024 01:32 PM
Final Approval Date: 07/29/2024

RESOLUTION NO. 24-R44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE **FY2025 BUDGET FOR THE FORT PIERCE UTILITIES AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; APPROVING THE FY2024 AMENDED BUDGET**; WAIVING THE 30 DAY PERIOD FOR DISAPPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176 and Section 178, the Fort Pierce Utilities Authority adopted the FPUA FY2025 Annual Budget and FY 2024 Amended Budget via Resolution UA 2024-10 on August 6, 2024; and

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176(12), the Fort Pierce Utilities Authority has submitted for consideration by the City Commission, the FPUA FY2025 Annual Budget and FY2024 Amended Budget at its meeting on August 12, 2024.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The City Commission hereby approves the FY2024 Amended Budget and the FY2025 Annual Budget of the Fort Pierce Utilities Authority as adopted by Resolution UA 2024-10, attached hereto as Exhibit A.

SECTION 2. The City Commission hereby waives the thirty-day period for disapproval by the City Commission.

SECTION 3. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 12th day of August, 2024.

Linda Hudson, Mayor Commissioner

ATTEST:

Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

Sara Hedges, City Attorney

RESOLUTION NO. UA 2024-10

A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SCRIVENER'S ERROR, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Fort Pierce Utilities Authority ("FPUA") was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII ("Charter"), grants to the FPUA the powers and duties possessed by the city to construct, acquire, expand and operate utility systems, and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and businesslike administration of the utility systems;

WHEREAS, Section 176(12) of the Charter provides that the FPUA Board will annually prepare and adopt a budget for the ensuing year and furnish a copy of the annual budget and any amendments to the City Commission for approval; and

WHEREAS, the Board desires to adopt a budget for the 2024-2025 Fiscal Year and amend the previously adopted and City Commission approved budget for the 2023-2024 Fiscal Year as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. 2024-2025 BUDGET. The FPUA budget for the fiscal year beginning October 1, 2024 and terminating on September 30, 2025 is hereby adopted as set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION III. AMENDED 2023-2024 BUDGET. The FPUA budget for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 is hereby amended as set forth

in Exhibit "A", attached hereto and incorporated herein. Except as amended herein, the annual budget for the FPUA for fiscal year beginning October 1, 2023 and terminating on September 30, 2024 shall remain in full force and effect.

SECTION IV. CITY COMMISSION APPROVAL. The Director of Utilities, or designee, is hereby authorized to comply with Section 176(12) of the Charter, including, but not limited to delivering the adopted Fiscal Year 2024-2025 Budget and Amended Fiscal Year 2023-2024 Budget to the City Commission for approval.

SECTION V. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VI. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VII. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

ATTEST:

_____ _____

Larry Lammers, Secretary Dr. Barbara Bennett, Chair

APPROVED AS TO FORM AND CORRECTNESS:

_____

Fort Pierce Utilities Authority Attorney

ANNUAL BUDGET 2024-2025

For Fiscal Year Ending
September 30, 2025

Amending Fiscal Year Ending
September 30, 2024



FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority
Fort Pierce, Florida

Fort Pierce Utilities Authority

A Component Unit of the City of Fort Pierce, Florida

ANNUAL BUDGET

For the fiscal year ending September 30, 2025
Amending the fiscal year ending September 30, 2024

Prepared by
Department of Finance

Barbara A. Mika, CGFO
Chief Financial Officer
bmika@fpua.com
www.fpua.com

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Fort Pierce Utilities Authority
Florida

For the Fiscal Year Beginning

October 01, 2023



Executive Director

LEADERSHIP FY 2024-2025

Leadership Team

Javier Cisneros, P.E.

Director of Utilities

Craig Crawford

Director of Electric and Gas Systems

Bo Hutchinson, P.E.

Director of Water/Wastewater Systems

Daniel Retherford, P.E.

Chief Operating Officer

Barbara A. Mika, CGFO

Chief Financial Officer

Rachel Tennant, J.D.

Director of Public Affairs & Sustainability

Board of Directors



From Left to Right:

Linda Hudson

Mayor-Member

Larry Lammers

Vice Chairman

Barbara M. Bennett

Chairman

Frank H. Fee, IV

Secretary

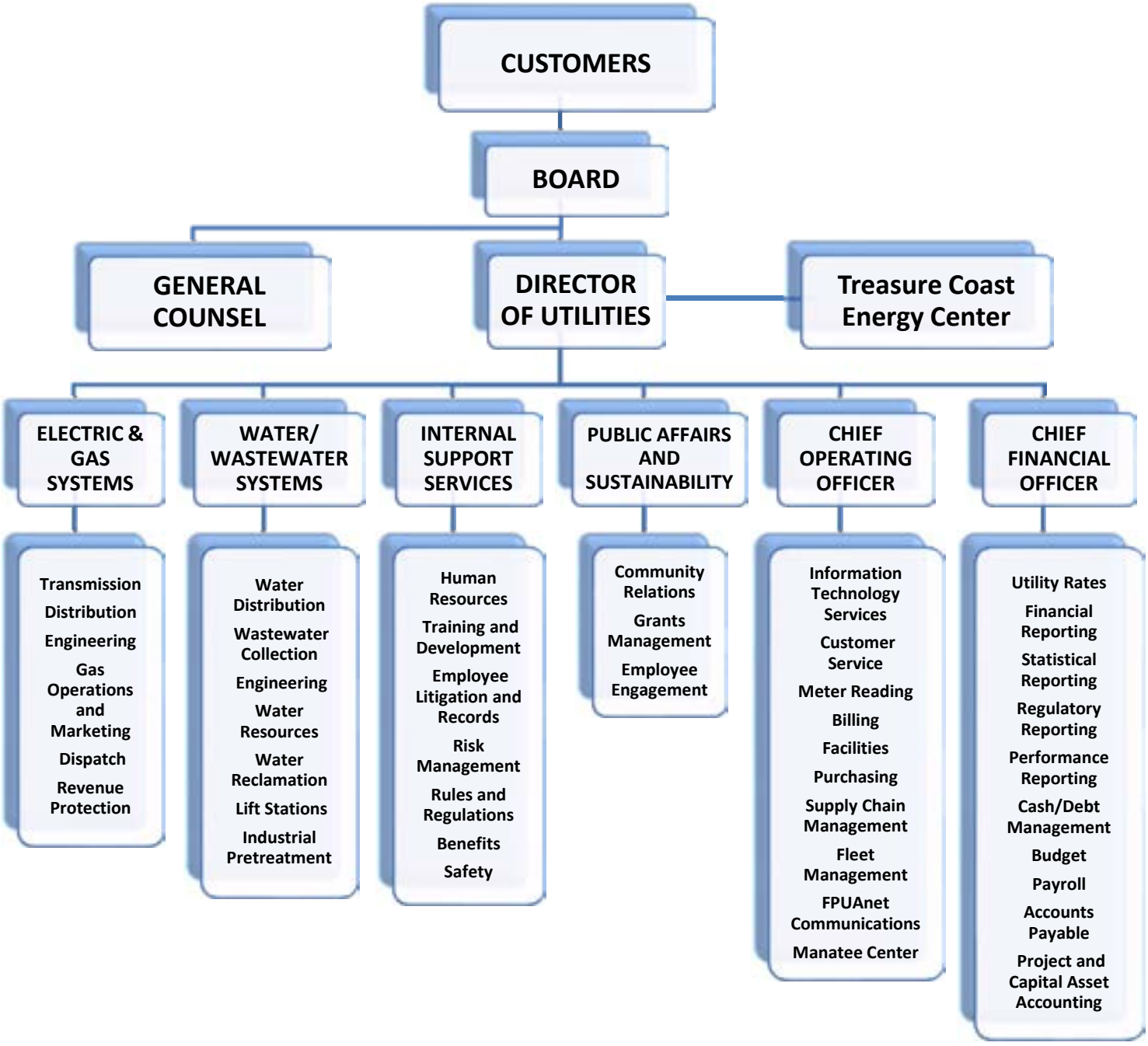
Kristina Gibbons

Deputy Secretary

Caroline A. Valentin

General Counsel

FPUA Organizational Structure



Fort Pierce Utilities Authority

"To provide our customers with economical, reliable and friendly service

JUAN ABREU ^ ARTHUR AIELLO ^ CHARLES ALFORD ^ KATHARINE ALFORD ^ IVAN ARILL ^ ANTHONY ASHTON ^ ANDREW AVERS ^ CHRISTOPHER BACK ^ MAURICE BACON ^ JEFFREY BAKER ^ JEFFREY BAKER II ^ ANTHONY BARBIERI ^ FRANCISCO BARCENAS ^ EDMUND BARRANT ^ RAUL BARRERA ^ JAMES BARRY ^ RYAN BASTINE ♦ KIM BAUMGARDNER ♦ SAMUEL BECKETT ♦ MEREDITH BENNETT ♦ CORINNE BERGA ♦ CHARLES BERRIDY ♦ KARYL BERTRAM ♦ LORI BIANCO ♦ JOHN BIGGS ♦ DONALD BLACK ♦ HOWARD BLACK ♦ ROBERT BOULANGER ♦ KENNETH BOWE ♦ S LANCE BRICK ♦ DANIEL BROLMANN ♦ ROGER BROWN ♦ MELISSA BRUNO ♦ KYLE BURNEY ♦ TRAVIS BUTLER ♦ ANDREW BYRD ♦ JOSHUA CALANDRO ♦ WENDY CALVO ZAYAS ♦ JAYDEN CANTAVE ♦ JULIE CANTAVE ♦ DADE CAPPAR ♦ ANDREW CAPPS ♦ JUAN CASTILLO ♦ LUIS CASTILLO ♦ MICHAEL CHIDGEY ♦ MONIQUE CHRISTIE ♦ JAVIER CISNEROS ♦ ANDRE CLEVELAND ♦ ANTHONY CLINCO ♦ BRIAN COLLIER ♦ JAMES COMBS ♦ GRISEL CORTES ♦ CRAIG CRAWFORD ♦ WILBURN CRAWFORD ♦ STEVEN CRITES ♦ JONATHAN CRUMBLEY ♦ MICHAEL CURRID ♦ TYRUS DARVILLE ♦ JOEL DAVIS ♦ LUGEY DAWSON ♦ JAMES DENMAN ♦ ANDREW DIGIACOMO ♦ JASON DROST ♦ PETER DUNCAN ♦ WILLIAM DUPRE ♦ SCOTT DYKEMA ♦ EVELYN EFAW ♦ JASON ERWIN ♦ ROBERT ESCHMANN ♦ JAMES ESTRADA ♦ TRENT EURY ♦ FRANK FEE ♦ STEVEN FERGUSON ♦ OMAR FOOTE ♦ PAUL FOXX ♦ DREW FRANEY ♦ JASON FRANKLIN ♦ NORIEL FUMERO ♦ FREDERICK GADDIS ♦ EDUARDO GARCIA ♦ STEVEN GATINS ♦ ANDREW GAUTHIER ♦ ANDON GELETY ♦ ELYSA GERAGHTY ♦ GARY GIBBONS ♦ KRISTINA GIBBONS ♦ PATRICK GILLESPIE ♦ KEVIN GILLETTE ♦ MONIQUE GILSINAN ♦ MICHAEL GOLDSMITH ♦ SONIA GOMEZ ♦ ANTONIO GONZALEZ ♦ CROSBY GORE ♦ AARON GRAVES ♦ WILLIAM GRAY ♦ JENNIFER GREER ♦ MARIA GUERRERO ♦ RYLEE GUNN ♦ RONALD HAGWOOD ♦ JAMES HARRIS ♦ MICHELE HARRIS ♦ COLBY HARWARD ♦ MATTHEW HARWARD ♦ SENATOR HAYES ♦ DARIUS HENDERSON ♦ STEVE HERDEMAN ♦ LARRY HICKMAN ♦ CLINTON HINER ♦ ADAM HOFFER ♦ ESTELA HOLMAN ♦ KYLE HOLMAN ♦ BRANDON HOULE ♦ LINDA HUDSON ♦ CHRISTOPHER HUGHART ♦ TIMOTHY HUGHES ♦ RONEISHA HULETT ♦ BOWDOIN HUTCHINSON ♦ CHARLES IVORY ♦ MARCUS JACKSON ♦ SIDNEY JERGER ♦ CHONTAE JOHNSON ♦ CHRISTOPHER JOHNSON ♦ TERRY JOHNSON ♦ KATRINA JONES ♦ JOSHUA JORDAN ♦ KERVANS JOSEPH ♦ JESSICA KADIE BARCLAY ♦ WILLIAM KAEFF ♦ ADAM KEE ♦ CHYMBEE KEITH ♦ MARK KOBBE ♦ MICHAEL KOENIG ♦ JENNIFER KRIP ♦ KUPER KRUEGER ♦ JOSEPH LAMMERS ♦ MICHAEL LEDOUX ♦ ASHLEY LEVIN ♦ KARINA LIVINGSTON ♦ KAREN LLANAS ♦ ALAN LUNA ♦ DONNA MACERA ♦ WANDA MAGNUSON ♦ WILLIAM MAIN ♦ TAMMY

















TEAM UA







Mission Statement

IN A CONTINUOUS EFFORT TO ENHANCE THE QUALITY OF LIFE IN OUR COMMUNITY”

MALIN ♦ TERRANCE MANN ♦ BARBARA MARSHALL BENNETT ♦ LAURIE MARTIN ♦ MELISSA MARTIN ♦ MICHAEL MARTIN ♦ MONSERRATH MARTINEZ ♦ STEPHEN MASTELLER ♦ KENNETH MAXWELL ♦ TOMMIE MC CARTHY ♦ GEORGE MCMILLAN ♦ JOHN MCMILLIAN ♦ TERRANCE MCMILLON ♦ STONEY MCPEEK ♦ FRANCISCO MERCADO ♦ ERIC MEYER ♦ BARBARA MIKA ♦ JOSHUA MILLER ♦ VICTORIA MITCHELL ♦ JASON MITTLER ♦ KENNETH MORRIS ♦ REGINA MORRIS ♦ STEVEN MOSELY ♦ STEVEN MURTO ♦ JOHN MUSSELWHITE ♦ KYLE MYERS ♦ CHRISTELLE MYRICK ♦ CHRISTOPHER NASSO ♦ ROBERT NEAL ♦ MICHAEL NEILL ♦ THOMAS NEIMAN ♦ MELODY NELSON ♦ DINO NESSELRODE ♦ DAVID NOEL ♦ KIMBERLY OKUBO ♦ SHANNON ONDERLINDE ♦ THERESA-MARIA ORELLANA ♦ JOHNNY ORTIZ ♦ SHANE OSTRANDER ♦ NANCY PALKA ♦ SHELIA PARNELL ♦ KEVIN PARRISH ♦ EDWARD PATRICK ♦ DARIN PATTERSON ♦ ERIC PEARSON OLIVO ♦ LAURIE PEPPLE ♦ ERIC PETERS ♦ JENNIFER PIETILA-WILLMS ♦ BARBARA PLASENCIA ♦ JON POOLE ♦ TONY PRICE ♦ CHARLES PUTNAM ♦ DAVID RACICOT ♦ FRANCISCO RAMOS ♦ STEPHANIE RAULERSON ♦ SERITTA REEVES ♦ DANIEL RETHERFORD ♦ J RHODEN ♦ TIMOTHY RICHARDS ♦ BRANDON RICHARDSON ♦ EDWIN RICHBERG ♦ HEATHER RICUCCI ♦ ROBERTO RIGUAL ♦ WILLIAM ROBERSON ♦ EVERETTE ROBINSON ♦ WILLIAM ROLLE ♦ SAMANTHA ROWLAND ♦ SCOTT RUBY ♦ MARIO SAINTELUS ♦ DERRICK SANDERS ♦ KELVARENCE SANDLIN ♦ EVAN SAPIA ♦ DEBORAH SAVRDA ♦ JAMES SCHMITT ♦ SAL SCIMECA ♦ CHRISTOPHER SHINN ♦ JOSHUA SHOLANDER ♦ CARMELO SIGNORELLI ♦ STERLING SIMMONS ♦ VALENTIME SIRMONS ♦ JULIE SIZEMORE ♦ SHAWN SMITH ♦ JOEL SPADES ♦ RYAN SPENCE ♦ CHARLES STANG ♦ DAVID STAUFFER ♦ KENNETH STEPHAN ♦ ANGELA STEPHENS ♦ STEVENS ♦ SOLOMON STEWART ♦ KURTIS STRAND ♦ CHARLES SWINDLE ♦ DOMINIK SZCZEPANSKI ♦ TONYA TARDIF ♦ WILLIAM TAYLOR ♦ RACHEL TENNANT ♦ COLLEEN THURSTON ♦ JOSEPH TIETZ ♦ DANIEL TILLMAN ♦ NICOLE TIPTON ♦ ROBERT TIPTON ♦ WENDY TOMLINSON ♦ JENNIFER TOOMS ♦ GERMAN TORRES ♦ CUONG TRAN ♦ ANDREA TRASFERINI-SLOWN ♦ NORA TROUTMAN ♦ ANTHONY TURNER ♦ OSVALDO VALDES ♦ CAROLINE VALENTIN ♦ DAVID VANAUKEN ♦ ROBERT VAUGHN ♦ CHRISTOPHER VELARDO ♦ ANDREW WARE ♦ KARISSA WARE-CURRY ♦ SIDNEY WETHERALL ♦ EDMOND WILLIAMS ♦ STACEY WILLIAMS ♦ CAROL WILSON ♦ MITCHELL WILSON ♦ OLIVER WINT ♦ SHARON WOLKOWICZ ♦

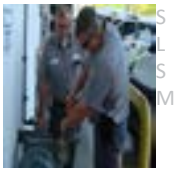








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BRIAN STEPHENS ♦ JOHN

UTILITY SYSTEMS DESCRIPTION

The Electric, Water, Wastewater, Natural Gas Utility Systems, FPUAnet® Communications, and the Manatee Center are managed and operated for the City of Fort Pierce by Fort Pierce Utilities Authority (FPUA). FPUA was established in accordance with provisions of the City of Fort Pierce Charter, Article XII.

Fort Pierce Utilities Authority is a municipal utility, and is a discretely presented component unit of the City of Fort Pierce. FPUA's community investments keep money locally when possible and FPUA Board meetings are open to the public. FPUA is recognized by the American Public Power Association as one of 254 utilities nationwide designated a "Reliable Public Power Provider" (RP3).

FPUA is governed by a utility board made up of residents of the community, who are customers of the utility. The FPUA Board consists of five members, one of whom is the Mayor-Commissioner of the City, who serves on the Board as long as he or she holds such office. The City Commission appoints the other four members for four-year overlapping terms. No member of the FPUA Board shall serve more than two consecutive four-year terms.

ELECTRIC SYSTEM



The Electric System serves the City of Fort Pierce and the immediate surrounding area (Map), encompassing approximately 38 square miles, with an average of 29,233 services billed during the fiscal year ended September 30, 2023. With limited room for territorial growth, the electric system has thrived over the past five years through steady infill growth. FPUA currently has 16 miles of 69 kilovolts (kV) and 7.5 miles of 138kV transmission lines. The 69kV lines interconnect six sub-transmission substations and the 138kV connects two transmission substations to Florida Power & Light (FPL). FPUA's primary distribution has approximately 260 circuit miles of overhead and 163 miles of underground primary cable which operates at 13.2kV. FPUA and FPL have a territorial agreement approved by the Florida Public Service Commission.

On December 12, 1997, FPUA agreed to participate in the Florida Municipal Power Agency's All-Requirements Power Supply Project (ARP). In doing so, FPUA is now one of 13 municipally owned utilities in the ARP. The principal benefits of ARP are:

1. Lower operating costs through utilization of the most efficient generation available.
2. Future generation will be planned for the collective systems, as needed, by FMPA.
3. Economies of scale in operating, planning, and financing.
4. Lower risk with more units and more cities working together.

As of January 1, 1998, FPUA assigned its resources to the ARP and agreed to purchase its total power requirements from them. These resources include the contracts with Florida Municipal Power Agency (FMPA) related to Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2. The contracts related to the St. Lucie Nuclear Project have not been assigned.

On February 2, 2018 FPUA signed on as a participant in the FMPA Solar Project I at an amount equal to 3 Megawatts (MW). On November 19, 2019 FPUA added an additional 12MW of solar from the FMPA Solar Project II. In June of 2020, 2MW of the FPUA solar allocation from the Solar Project I came online. FPUA's participation in FMPA's solar projects are currently being evaluated.

The Treasure Coast Energy Center (TCEC) is a natural gas-fueled combined cycle unit, wholly owned by Florida Municipal Power Agency (FMPA) and operated by Fort Pierce Utilities Authority. FPUA operates the TCEC with a portion of the required staff on an ongoing contract basis.

The Electric Service territory is progressing with the continued installation of the Advanced Metering Infrastructure (AMI) meters with 45% of the almost 30,000 meters in the system installed and operational. Funding received from the issuance on the Series 2022A Revenue Refunding Bonds will help to complete this project in the next year. FPUA is in the midst of a multi-year Grid Modernization and Storm Hardening strategic initiative. This will include the replacement of six 25 megavolt (MVA) transformers, twelve 69kV circuit breakers and eighteen 69kV switches inside of our substations. The plan will also include strategic hardening of vulnerable areas, extension of critical lines to create new tie points, and undergrounding of trouble prone laterals. All this is to help maintain reliable power to our 30,000 customer owners.

WATER SYSTEM





The Water System serves the City of Fort Pierce and the immediate surrounding area (Map), encompassing approximately 62 square miles, with an average of 22,334 services billed during the fiscal year ended September 30, 2023. Water supply is obtained from 37 Surficial Aquifer wells (shallow), 7 of which are active but not currently in use, and 11 Floridan Aquifer wells (deep). FPUA currently has a Water Use Permit (WUP) from the South Florida Water Management District (SFWMD) to withdraw an annual daily average not to exceed 21.1 million gallons (MG) of ground water. Treatment of the raw ground water is presently accomplished through a 20 million gallons per day (MGD) conventional Lime Softening Water Treatment Plant and a 10.3 MGD Reverse Osmosis Water Treatment Plant. FPUA owns and operates a 13.3 MGD air stripping system, which services the lime-softening portion of PUA's Water Treatment Facility. Over the past 9 years, FPUA has made a significant investment into the water treatment plant by rehabilitating and upgrading all of the critical components to ensure that safe and reliable drinking water is provided to the FPUA rate payers. FPUA meets all federal and state drinking water standards. FPUA has 9 million Gallons (MG) of storage capacity. The water distribution system is composed of 411 miles of water mains, remote pumping facilities, ground level storage tanks, hydrants, and valves.

The Advanced Metering Infrastructure project of installing about 22,000 new meters, is 31% complete. Funding received from the Series 2022A Revenue Refunding Bond issuance will allow completion of this project in the next two years.

WASTEWATER SYSTEM



The Wastewater System serves the City of Fort Pierce and the immediate surrounding area (Map), encompassing approximately 56 square miles, with an average of 16,497 services billed during the fiscal year ended September 30, 2023. The wastewater collection system consists of 122 master lift stations and 80 individual low-pressure systems added with our septic-to-sewer conversion, 180 miles of gravity sewer lines ranging from 4 to 48 inches in diameter, and approximately 105 miles of force mains ranging in size from 1.25 to 30 inches in diameter. With the help of FDEP and DEO grants Wastewtaer Collection has been able to slip line 74,496 feet or just over 14 miles of gravity sewer mains in the past 3 years as part of our Inflow and Infiltration program. The Island Water Reclamation Facility (IWRF), located on Hutchinson Island, currently has a permitted capacity of 10 MGD for Annual Average Daily Flow (AADF) and 11.5 MGD for 3-Month AADF. The Florida Department of Environmental Protection (FDEP) has issued an operating permit which will be adequate through December 10, 2027.

FPUA has one domestic deep injection well (IW) at the IWRF plant site. A pumping station injects treated/disinfected effluent into the 3,300-foot deep injection well for disposal. The permit for the IWRF's twenty-four-inch domestic well, has been renewed and will be adequate through 2027. There are two deep injection wells located on the site of the future Mainland Water Reclamation Facility (MWRF), in the southwest corner of the service area. Injection Well (IW)-1 is an 18-inch industrial deep injection well with a capacity of 2.7 MGD, PHF and IW-2 is a 24-inch domestic deep injection well. IW-1 accommodates the TCEC's industrial wastewater stream and St. Lucie County landfill leachate, and is permitted through August 3, 2027. The IW-2 well is currently not in operation, and therefore is not permitted. Both wells can be utilized for disposal of MWRF effluent once the facility is constructed. FPUA has made significant progress in the relocation efforts of the IWRF and has spent over $31 million of bond proceeds towards that effort through May 2024. The relocated MWRF project is board-approved and began construction in 2023, with completion and initial flows planned for the end of calendar year 2025. A short transition period will follow where FPUA operates both reclamation facilities while the collections system field work required to divert all flows is completed. The new MWRF is also being designed with a reuse system that will allow the TCEC to use treated reuse in their process cooling towers, saving an average of 2 MGD of draw from the Floridan Aquifer and providing a sustainable solution for effluent disposal.

NATURAL GAS SYSTEM The Natural Gas System serves the City of Fort Pierce and the immediate surrounding area (Map), encompassing approximately 31 square miles, with an average of 4,089 services billed during the fiscal year ended September 30, 2023. The system consists of 194 miles of gas main and 83 miles of service lines. System expansion for Natural Gas has grown its miles of gas mains by 9.0% in the past year. The planned expansion to the north of Fort Pierce will add an additional 13.5 miles of new gas mains to the system's infrastructure. FPUA also owns and operates a Compressed



Natural Gas (CNG) station that provides clean fuel for FPUA's fleet of vehicles. During FY 2023 the Natural Gas System has expand services north to the Lakewood park area bringing on new customers and preparing for the construction of the new gate station. This expansion is expected to double our customer base within ten years. The completion of a 4" and a 6" main extension will service new and existing large commercial customers. The completion of the Natural Gas AMI Project with 42.5% new meters installed, will be funded through the recent bond issuance as well and is expected to be completed in the next year. The Natural Gas System purchases firm gas for resale through the Florida Gas Utility (FGU). FGU has a contract with Florida Gas Transmission for the transportation of gas to FPUA's system. Gas purchases are supplied by FGU under an "All Requirements" agreement. The Gas Operations Department is responsible for the installation and maintenance of all gas mains and service lines. The department also employs a staff of qualified gas service technicians to maintain and repair customers' natural gas appliances.

FPUAnet® COMMUNICATIONS



FPUAnet Communications is an all fiber SMART City Internet Service Provider. It provides SMART City Services, SMART Grid Solutions, and Broadband Services to homes and businesses throughout the City of Fort Pierce and is a registered Competitive Local Exchange Carrier (CLEC) with the Florida Public Service Commission since May of 2003. The fiber system consists of over 112 miles of cable with 99 services billed during the fiscal year ended September 30, 2023. The mission of FPUAnet is to help transform the City of Fort Pierce into a 21st Century SMART City. With a city-wide fiber deployment FPUAnet will promote the socio-economic future of our community by attracting new industries, enabling telecommuting and increasing home values. Its fiber network will provide affordable, high speed symmetrical broadband service to all residents and businesses.

Over the course of the next two years FPUAnet has $2.2 Million allocated for system reliability and expansion. As a SMART City Internet Service Provider, the system will provide additional connections for free public Wi-Fi, Security Cameras and connection to Utility field assets.

MANATEE CENTER

The Manatee Center serves as a hub for fostering curiosity and discovery of our unique coastal ecology, offering a space where individuals gather to learn, connect, and work towards conserving the beauty and natural wonder of the Indian River Lagoon. Situated on Moore's Creek, east of Indian River Drive in Downtown Fort Pierce, the Center provides a clean and safe environment for observing free-roaming manatees and other wildlife of the Indian River Lagoon. This unique facility was established through a joint agreement between the City of Fort Pierce and FPUA.



The Manatee Center provides environmental education and community involvement through an active education outreach program with a group of over 50 volunteers. The Manatee Center Exhibit Hall, a museum of aquatic tanks and environmental information, provides a clean and safe facility for learning about our native manatees and other inhabitants of the Indian River Lagoon. During fiscal year 2023, Manatee Center welcomed 33,442 through our museum doors and educational programs. Volunteers provided critical and active support to the Center with a total of 4,842 hours of service. Current environmental education programing includes a monthly lecture series, a pre-school Storytime, daily fish feedings, and seasonal camps. Manatee Center staff are currently engaging in strategic planning initiatives to create a Visitor Experience Plan that will guide future interpretation, exhibitory and programming. Through this exercise, we hope to strengthen our ties and offerings to the Fort Pierce community, improve exhibit quality and expand programming for adult audiences.

MAP OF FLORIDA SHOWING THE LOCATION OF FORT PIERCE





FPUA SERVICE TERRITORY

*larger version of





Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast," named after the famed sinking of the Spanish treasure fleet during a hurricane in 1715, Fort Pierce is one of the oldest communities on the East Coast of Florida. Fort Pierce was named after the Fort Pierce Army post which was built nearby in 1838 and active until 1842 during the Second Seminole Indian War. The military post had been named for Lieutenant Colonel Benjamin Kendrick Pierce, a career United States Army officer and the brother of President Franklin Pierce. In 1879 the Hogg family built a trading post on the site of the fort. They expanded in 1882 and built a two-story trading post on the banks of the Indian River with the first dock outside the store, making the delivery of goods more accessible. The trading post was sold to the Florida Canning Company in 1885 who hired Peter P. Cobb to manage the company. The store was then sold to Peter P. Cobb in 1896 and converted into the P.P. Cobb General Merchandise Store. His general store became one of the largest general merchandise stores in Florida. Mr. Cobb's slogan was "Everything to Eat, Wear, and Use". This building is still in the heart of down town Fort Pierce today and has multiple function retail spaces down stairs while the current owner, Bud Adams, has opened the Bud Adams Cobb Cultural Center on the second floor. When Henry Flagler's railroad was built through the town in 1915 it brought an opportunity for expansion of new homes and schools with it. The city grew from 300 pioneers to approximately 48,000 residents today and encompasses approximately 29 square miles. Old City Hall is one of the best-regarded and frequently used buildings on the Treasure Coast of Florida. Built at the height of the Florida boom in 1925, it was the first historic building to be restored in downtown Fort Pierce in 1995. The building was used as the Fort Pierce City Hall until 1983. In 1972, the citizens of Fort Pierce voted by referendum to create Fort Pierce Utilities Authority (FPUA).















RESOLUTION NO. UA 2024-10

A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SCRIVENER'S ERROR, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Fort Pierce Utilities Authority ("FPUA") was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII ("Charter"), grants to the FPUA the powers and duties possessed by the city to construct, acquire, expand and operate utility systems, and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and businesslike administration of the utility systems;

WHEREAS, Section 176(12) of the Charter provides that the FPUA Board will annually prepare and adopt a budget for the ensuing year and furnish a copy of the annual budget and any amendments to the City Commission for approval; and

WHEREAS, the Board desires to adopt a budget for the 2024-2025 Fiscal Year and amend the previously adopted and City Commission approved budget for the 2023-2024 Fiscal Year as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. 2024-2025 BUDGET. The FPUA budget for the fiscal year beginning October 1, 2024 and terminating on September 30, 2025 is hereby adopted as set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION III. AMENDED 2023-2024 BUDGET. The FPUA budget for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 is hereby amended as set forth

in Exhibit "A", attached hereto and incorporated herein. Except as amended herein, the annual budget for the FPUA for fiscal year beginning October 1, 2023 and terminating on September 30, 2024 shall remain in full force and effect.

SECTION IV. CITY COMMISSION APPROVAL. The Director of Utilities, or designee, is hereby authorized to comply with Section 176(12) of the Charter, including, but not limited to delivering the adopted Fiscal Year 2024-2025 Budget and Amended Fiscal Year 2023-2024 Budget to the City Commission for approval.

SECTION V. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VI. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VII. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

ATTEST:

_____ _____

Larry Lammers, Secretary Dr. Barbara Bennett, Chair

APPROVED AS TO FORM AND CORRECTNESS:

_____

Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority
Department of Finance
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

July 24, 2024

MEMBERS OF FORT PIERCE UTILITIES AUTHORITY BOARD
Fort Pierce, Florida

Dear Board Members:

It is with pleasure that we present to you the budgets for the fiscal year ending September 30, 2025, and amending the fiscal year ending September 30, 2024. On May 30, 1972 FPUA was confirmed by election and established in accordance with provisions of the City Charter to be responsible for utility services. This budget document is submitted in accordance with the provisions of the City of Fort Pierce Charter and the budget policies detailed in the Overview section. The budget is comprised of the Revenue Budget, Operations & Maintenance (O&M) Budget, Capital Budget, including a five-year Capital Improvement Plan, and Debt Service. As required by Florida Statutes, the document presents a balanced budget; i.e., projected revenues for a set period of time will equal or exceed projected expenses for the same period. Any shortfall will be funded by unrestricted reserves. This budget has been prepared using the accrual basis of accounting. The figures contained herein reflect the revenues and expenses necessary to maintain current levels of service provided to the customers of FPUA. Revenues and expenses are subject to appropriation of FPUA's sole enterprise fund.

The Budget is the financial guide for the operation of FPUA during the upcoming fiscal year. The adoption of this document is one of the most important issues that the Board must vote on annually as it establishes the financial limits used to provide utility services to FPUA's customers. It also serves as the ultimate guide for the Director of Utilities and staff when planning, organizing, and implementing the policies needed to provide safe, reliable service at the most economical rates possible.

The proposed budgets have been developed through the budget preparation process, with a critical look at each department's plans, projects and projections to ensure that they support the mission and the strategic goals of FPUA. The proposed budgets were presented in June at the Budget Workshop. The meeting was open to the public and was attended by the FPUA Board, FPUA management and staff. The meeting provided the opportunity to present the infrastructure updates and overviews for each system, disclosing the budgeted amounts and the assumptions made in the preparation of the budget.

FY 2024 ACHIEVEMENTS

Fiscal year 2024 brought continued growth to the economy, the prices for Natural Gas continued to stabilize and, when combined with the pre-purchasing of Natural Gas futures, had a favorable impact with a budgeted savings of $3.9 million on the cost for Purchased Power. We have reevaluated our strategic plan and have strengthened the focus of our goals through Community Relations, Growth, Workforce, Technology and Governance of our utility. As we come to the close of the current year we look back and see what we have learned as an organization and build upon it as we move ahead. We now look back at the accomplishments that the utility has brought forth and the groundwork that has been laid for the future plans of FPUA.

FPUA continued to forge through infrastructure growth and development projects this past year. Fiscal year 2024 brought milestones in the progress on the construction of the Mainland Water Reclamation Facility (MWRF). In fiscal year 2024 all systems continued targeting the many projects that would benefit FPUA's growth, system hardening, providing greater efficiencies and increased reliability. Additional information on this project and other projects can be found in the five-year Capital Improvement Plan.

The Wastewater system's predominant project now, and for the next two years is the completion of the new Mainland Water Reclamation Facility (MWRF). Progress on this project is fostered through the oversight of multiple contractors, keeping the sequence of work on track and maintained. Large portions of process piping have been installed, including the reuse feed line servicing the Treasure Coast Energy Center. The electric conduit system installation and the vertical construction of the AquaNereda basin and storage tank are underway with completion targeted for this fiscal year.

Water and wastewater expansion projects are numerous and are being phased in over the next two years. To date eight projects have been completed in different sectors of the service area. These projects have generated 66 new water customers and 57 new sewer customers. The majority of these new sewer customers were partially subsidized through Septic-to-Sewer Grant funding from the Federal Government and State Departments of Environmental Protection. Additional grants have permitted the continued work on the Septic-to-Sewer program in FY 2024.

FPUA's efforts continued in our migration from manual meter reading to an Advanced Metering Infrastructure (AMI). Since deployment began in FY 2020 and including the advanced deployment, we have installed 16,791 electric meters, 6,467 water meters and 1,659 gas meters. Availability of AMI meters and escalating costs which presented challenges to the program have been resolved and meter installations continue. At about 44% completed, the AMI will continue to roll out with completion of the Electric and Gas system in FY 2025.

Electric reliability projects continue with storm hardening and grid resiliency. Primary/secondary conductor enhancements, system modernization, and undergrounding of electric lines whenever practicable will enhance our systems performance. With a total of twelve 69kV Breakers that need to be replaced, five have been completed to date, with two additional breakers slated for FY 2025.

Gas expansion projects include the completion of gas distribution in the Lakewood Park area estimated bring new residential and commercial service connections. Securing the property for the new North Gate Station is expected to be complete in FY 2025. Funding for the majority of these projects will come from the proceeds of the Series 2022A bond issuance, to the extent funds are available and supplemented with rates and grant funding.

At FPUA, we are focused on the sustainability of our utility and the services that we provide. Our continued commitment to assisting developers and businesses with their utility needs has aided in the expansion and relocation of businesses into the service territory. Fort Pierce provides the convenience of both major highways and waterways. The strategic location and navigability of the Fort Pierce inlet makes it an ideal location for boat and ship manufacturing and repairs.

We are here to serve our customers and to help them through community outreach. FPUA sponsors the Utility Advisory Committee (UAC), a group of citizens appointed by the City Commission of the City of Fort Pierce and the FPUA Board members. The committee is provided training and educational sessions on the utility operations, developing a better understanding of FPUA and the task at hand. They can now apply the knowledge that they have gained and are promoting the utility and our projects in the community. This committee keeps us to our strategic plan to build community relations and foster trust and awareness with our customers.

We have seen inflation and rising costs for every commodity and service that we procure. The volatility of the natural gas market has settled and has shown a favorable trend during fiscal year 2023 and has reflected favorably on the cost of our purchased power. FPUA's participation in the All Requirements project (ARP) with Florida Municipal Power Agency (FMPA) has provided FPUA with the security lower pre-purchased pricing of natural gas executed by FMPA.

Interest rates declined slightly in FY 2024. Lending rates, however changed, have not hampered developers that continue construction, both residential and commercial. The demand for housing and the growth of the surrounding area has presented opportunity for development of the service areas that are not otherwise restricted by boundaries. Additionally, in our favor was the opportunity to invest existing restricted and unrestricted funds at rates that will aid in the funding of other projects that are pay-as-you-go. Fitch Ratings Inc. (Fitch), conducted their annual surveillance affirmed FPUA to maintain our "A" rating. The "A" rating indicates FPUA's stability and financial soundness. FPUA remains optimistic about the long-term economic rebound of our service area and the growth that will emerge. Standard & Poors (S&P) also conducted a review

of FPUA in March 2024. They released a report in April with a stable outlook and FPUA maintaining our "A" rating.
FPUA's grants team continues to pursue grants for our Electric, Gas, Water, Wastewater and support systems with awards to date in excess of $56 million. These grants will help fund capital spending, enhance economic conditions through jobs creation, and improve the environmental impact on the Indian River Lagoon, Fort Pierce, and the surrounding area. We also continue, actively working on projects under grant funding through the Indian River Lagoon National Estuary Program and the Florida Department of Environmental Protection (FDEP) that promote sewer connection and septic to sewer conversion.

FY 2025 AND BEYOND

Management began the process of strategic planning in June 2023, meeting to brainstorm ideas and rank them for their overall importance to the direction of FPUA. The top five key areas were decided in collaboration with management and the governing board at the Strategic Planning Workshop in August 2023. FPUA's Strategic Management Plan promotes communication and cooperation as well as encouraging departmental involvement in achieving company goals that support FPUA's long-term plan. The strategic plan focuses our efforts on the challenges that we face as an organization and will help management in their decision making. Aligning our strategies with the City's top priorities and Annual Action Plan improves the rate of success for both entities. FPUA will concentrate on improving and expanding services while engaging the public and staff to support decisions necessary to attain our goals.



Community Relations – Goal: To engage internal and external stakeholders to build relationships and earn trust through collaborative communication.
FPUA has renewed our commitment toward being proactive and strategic with our community and communications programming. We recognize that keeping our customers informed and engaged not only **enhances their quality of life** but also garners their trust in our ability to serve the community.

We are building a vision of #CommunityProud that inspires trust and confidence in our staff and utility. Toward that end, we endeavor to highlight the positive contributions that our staff and utility make to the community. Our sponsorship and involvement with civic organizations, local charities, and churches benefit the community that we serve. Youth organizations such as The Boys and Girls Club support the future of the youth in our community. Solidly supporting youth organizations allows FPUA to reach the next generation of customers and employees.

We recognize that our image in the community is extremely important to the successes of the utility. Servicing our customers in accordance with our mission statement with **economical, reliable,** and **friendly** service is our purpose. FPUA uses social media and push emails to convey messages to our customers updating them on changes as they occur. The Utilities Advisory

Committee (UAC) has made strides through their own education about FPUA. We are hopeful that they will have a positive impact on FPUA's image as ambassadors in the community.



Growth and Rates – Goal: To strategically expand services to grow the utility and the city in order to provide economical and reliable services to our customers. Building out our utility systems further and expanding our service territory contributes to providing **economical** service, as increasing our customer base and adding new technology has a long-term effect of lowering costs across all systems.

FPUA's top goal over the next two years will be to complete the construction of the Mainland Water Reclamation Facility (MWRF) and the decommissioning the Water Reclamation Facility located on Hutchinson Island. The MWRF portion of the project has locked in a Guaranteed Maximum Price of $140 million dollars, with $100 million of the funding arising from the 2022 debt issuance with completion expected late in 2025. The project will benefit the city and FPUA through operating a new state of the art facility while enhancing the economic build for the City.

The implementation of an Advanced Metering Infrastructure (AMI) system for the Electric, Water, and Gas systems continues despite supply chain issues. The financed portion of this project began in FY 2022, with completion anticipated for 2025. Improving the reliability of our operations is the top benefit of this project. The online dashboard available to AMI customers, improves their ability to view their consumption on an hourly basis. This enables the customer to increase efficiencies in their home and reduce consumption.

Approximately one quarter (23%) of the five-year Capital Improvement Plan (CIP) is comprised of expansion and reliability projects which will be financed through the Series 2022 and future potential loans. We are taking proactive steps to maintain the integrity of our systems' infrastructure and provide growth in our customer base. Connections to our water and sewer services includes the requirement for annexation into the City limits. FPUA has approved grants from FDEP for the low-income septic to sewer conversion making the connection to sewer affordable. Fiscal year 2024 brought grant funding for septic to sewer conversion that was cost free for qualifying customers. Connection of these customers to reliable septic system also brings the benefit to the city for annexations agreements with the city.

The expansion of the Natural Gas service territory to the north will support not only the manufacturing businesses that have settled in the local area but, the planned developments and commercial businesses some of which connected in FY 2024. The Series 2022 debt issuance is financing this expansion of the North Service Territory in addition to a third Gate Station that will expand opportunities for future growth in the Gas customer base.

Internet service has become an essential service for everyone. FPUAnet communications has expanded its infrastructure to develop Smart City services. The infrastructure increases internet speeds through fiber optics and increased capacity, which supports a larger customer base. Fiscal

year 2025 expansion plans include building 6 to 8 fiber zones throughout the City of Fort Pierce. The zones are selected based on certain priorities and logistics and include construction of a portion of South Hutchinson Island and expansion of the Downtown Fiber foot print.



Workforce – Goal: To retain and attract the employees necessary to lead FPUA into the future.
Adequately developing and training employees and having a high rate of employee satisfaction through advancement within the organization contributes to a more effective workforce overall, and impacts our **friendly service**. Satisfied employees are typically more productive and conscientious, which has a direct influence on our **economical** and **reliable** service.

Engaging in succession planning with our workforce will prepare our future leaders. Providing opportunities for advancement within the organization and candor with employees as to expectations and possibilities is one reason that we have been voted one of the "Best Places to Work" in St. Lucie County again in 2023.

FPUA has Implemented a leadership training program for up and coming management, providing the tools to lead effectively. Similar programs for other levels of staff development are also planned. Being able to retain satisfied employees strengthens the organization with an experienced knowledge and skill base for technical positions. Promoting the apprenticeship and internship programs at the local schools and colleges will give us the advantage of developing the specialized skills needed for electric linemen, electric operations, and engineering positions. FPUA has enhanced efforts to attract and retain the best-qualified employees for each job. During FY 2024, we have conducted a comprehensive compensation and benefits study that will provide leverage for retention.



Technology – Goal: To streamline and automate processes.
We have begun to evaluate, throughout the organization, system processes and identifying the opportunities for technology improvements. Conducting a business practices assessment, will help to identify opportunities where separate and distinct computer platforms and internal processes overlap creating a duplication of efforts. Streamlining processes will create efficiencies saving time and money in our quest to provide **reliable** and **economical** services.

In driving efficiency, it is in our plan to leverage our geospatial and operational data to create real-time business intelligence for a more efficient operation and to improve on our critical decision-making. We have a plan to continue work with cyber and physical consultants, ensuring that all of our systems' critical infrastructure are properly protected.

Utility Governance – Goal: To provide our board with the education and resources needed to continue to excel at the performance of its Charter responsibilities.
In FY 2023 the implementation of a training program directed at the FPUA Board. Periodic training sessions were held in a public forum so that all members received the same educational opportunities. The development of this program and the continuity of its implementation will assist with the onboarding of new Board members as current members' terms end and new appointees become the decision makers of the organization. In that same vein and strive for excellence and accountability the FPUA Board will hold leadership of the organization accountable for the execution of the Strategic Management Plan.

The continuity of educational goals is critical to all levels of leadership. The FPUA Board and management will regularly participate in industry conferences and engage with industry related organizations to learn best practices.

Throughout the FY 2025 and Amended FY 2024 budget document, readers will find references to the goals and objectives that FPUA has established in support of our Mission and Strategic Plan. This demonstrates each department's continued involvement and commitment to achieving the service delivery goals that advance our mission. Supporting goals and accomplishments are quantified by department in the Operations and Maintenance section of this budget. Dozens of assistance development projects are slated for the next five years, see details in the Capital CIP.

Strategic planning for FY 2025 and beyond took place in August 2023 at Indian River State College at the annual Strategic Planning Workshop. The workshop included the City Commissioners, City Manager, FPUA Board and the FPUA leadership team.

The budgeting process is complex, challenging, and takes a team. We would like to recognize the efforts and expertise of the Finance Staff, Director of Utilities, Directors, Department Heads, and support staff for the many hours dedicated to completing this budget.

FPUA continues to focus on growth and reliability under the direction of the management team. The team also relies on the vision and leadership of the Board. We appreciate the dedication of the Board Members to the mission that we work toward every day.

Respectfully submitted,

Javier Cisneros

Javier Cisneros, P.E.
Director of Utilities

Barbara A. Mika

Barbara A. Mika, CGFO CPPT
Chief Financial Officer

STRATEGIC PLANNING PROCESS



*Launch online anonymous survey of utility management to brainstorm potential Goals
*Close online survey of utility management
*Complete phone calls with governing board members to discuss potential Goals and Strategies

*The management team meets to review the brainstorm list of Goals and Strategies to clarify, fine-tune, expand or condense them. Finalize the list of potential Goals and Strategies
* Launch an online pre-workshop survey of governing board and utility management with the following objectives: 1) Get initial feedback on Vision, Mission, and Values, 2) Produce an initial rating of potential Goals and Strategies, 3) Explain the desired Workshop objectives and seek confirmation

*Close pre-workshop survey of governing board and utility management
* Finalize a report on the pre-workshop survey results
* Draft workshop agenda
* Utility management begins drafting PowerPoint presentation for the workshop. Consultant to recommend a content outline/-template for the presentations to keep the slides concise, relevant, and consistent.
* Initial draft_ PowerPoint slides due from management.

*Finalize PowerPoint presentation
*Finalize the workshop agenda. Send the survey report and PowerPoint to the workshop participants
*Hold Strategic Planning Workshop
* Issue final report on Strategic Planning Workshop, including Vision, Mission, Values, Goals and Strategies

* Project debrief with the Client representative and Consultant to document what went well and what could be done differently in the future. Also, discuss thoughts on creating Action Plans, creating accountability for implementation, and periodic progress reports to the governing board.

What Is A Budget?

The annual budget is presented as a policy document, an operational tool, a financial planning tool, and a link to the strategic plan. In addition, it is also considered a link to the community. This document will be submitted to the Government Finance Officers Association (GFOA) for review and consideration for the Distinguished Budget Award, which Fort Pierce Utilities Authority (FPUA) has received annually since fiscal year 1996. The budget provides significant policy direction from the Board to staff.

The Budget Serves As:

A Policy Document

Decisions made within the budget reflect the general principles or plans that guide the actions taken for the future. As a policy document, the budget links FPUA goals and policy direction to the actual day-to-day activities of the organization. The budget process affords an interesting and challenging opportunity to reassess plans, goals, and the means for accomplishing them.

An Operational Tool

The budget directs the operation of the Utilities Authority. Activities of each function or department have been formalized and described in the Operations and Maintenance section of the document. This section gives an understanding of the various systems of FPUA, how they relate to each other, and to the strategic goals of FPUA and the Board.

A Financial Planning Tool

Traditionally, the budget is a financial planning tool, but it is also a requirement. A balanced budget must be adopted and in place prior to October 1. The budget provides the authority to spend within the means of the approved budget. Revenues are estimated, along with available cash reserves to indicate funds available for spending.

A Link To The Strategic Plan

The budget follows FPUA's mission statement, and the Strategic Plan is an integral part of achieving that mission. The Strategic Plan lays out the direction for FPUA, and the budget is a link to getting there. The key result areas that were developed as a part of the Strategic Plan are linked to specific departments and are incorporated and reflected in their goals and budgets.

A Link With The Community

The budget provides a unique opportunity to encourage the public to review and understand FPUA operations. The document describes company activities, the underlying reasons or causes for those activities, their future implications, and the ways in which they directly impact and relate to our customers.

BUDGET OVERVIEW

RATES

This budget reflects rate adjustments for all systems. The FPUA Board and the City Commission approved rate increases to support the renewals and replacement of infrastructure, and to support the construction of a Mainland Water Reclamation Facility and the ultimate decommissioning of the current Water Reclamation Facility on Hutchinson Island. FPUA continually monitors cash balances and compare revenues to spending levels to evaluate the need for rate adjustments, and/or the implementation of cost cutting measures. The Public Service Commission inflationary index is planned for implementation for all systems' rates. Below is an illustration of residential rates for the average customer per month, currently approved by the Board.

Utility Service	Average Consumption	July 2024
Electric	1,000 kWh	$120.37
Water	6,000 gallons	49.59
Wastewater	6,000 gallons	66.27
Natural Gas	13 ccf	41.92

UNIT SALES

Unit sales levels and customer billings for FY 2024 and FY 2025 for the Electric, Water, Wastewater and Natural Gas systems have been estimated by FPUA staff, and are based upon historical data and the detailed plans for expansion of services and territorial boundaries, and infill within the existing borders. The projections assume normal weather patterns.

These budgets reflect predictions for marginal increases in unit sales and customer billings for all systems with the completion of current expansion projects coming online with new and existing customers. Natural Gas general service and contract sales are anticipated to maintain in FY 2024 with a leveling off of contract sales volumes.

Projected unit sales and customer billings are as follows:

	Original Budget FY 2024	Amended Budget FY 2024	Percent Change	Original Budget FY 2025	Percent Change
Electric (MWh)	599,313	583,948	(2.6%)	592,875	1.5%
Water (MG)	3,150,305	3,096,096	(1.7%)	3,158,369	2.0%
Wastewater (MG)	1,822,096	1,776,809	(2.5%)	1,821,197	2.5%
Natural Gas (ccf)	5,151,627	5,151,627	0.0%	5,201,547	1.0%

The Unit Sales Statistics details by system are presented further down in this overview section.

The budget reflects the expected number of customer services billed to increase in FY 2025:

			Increase (Decrease)	
	FY 2024	FY 2025	#	%
Electric	29,350	29,467	117	0.4%
Water	22,690	23,096	406	1.8%
Wastewater	16,727	17,122	395	2.4%
Natural Gas	4,134	4,454	320	7.7%

REVENUES

The schedule below summarizes total budgeted revenues by utility system:

	Original Budget FY 2024	Amended Budget FY 2024	Percent Change	Original Budget FY 2025	Percent Change
Electric	$ 80,485,200	$ 75,991,740	(5.6%)	$ 79,213,240	4.2%
Water	30,744,500	30,962,408	0.7%	31,951,308	3.2%
Wastewater	38,561,900	40,690,220	5.5%	28,190,020	(30.7%)
Natural Gas	7,499,200	7,223,082	(3.7%)	7,316,982	1.3%
FPUAnet	2,042,700	1,748,300	(14.4%)	2,422,150	38.5%
Manatee Center	697,831	771,773	10.6%	778,484	0.9%
TCEC	2,079,230	2,131,304	2.5%	2,047,662	(3.9%)
TOTAL REVENUES	$162,110,561	$159,518,827	(1.6%)	$151,919,846	(4.8%)

Staff has estimated sales revenues for FY 2024 and FY 2025 for all of FPUA's utility systems. This forecast reflects some growth in services. Increases were developed as a result of a Rate Sufficiency Study performed and incorporates infrastructure and growth needs of all systems.

The decrease in power cost revenue and expense reflected in the Original FY 2025 budget is being driven by the stabilized cost of natural gas accomplished through pre-purchasing of gas futures through October of 2026. The decrease in the power cost adjustment (PCA), and the purchased gas adjustment (PGA), is matched with the decrease in the expense associated within the cost of power and gas purchased for resale. The PCA and PGA are a pass through of FPUA's cost of power and gas purchased for resale. In the event costs rise or fall at a pace different than expected, there will be a corresponding increase or decrease in PCA and PGA revenues to balance those increased or decreased costs. The PCA and PGA calculations are reviewed monthly to ensure that current electric and natural gas costs are recovered from our customers.

FPUAnet revenue is derived primarily from providing dedicated internet access, the sale of fiber optic transmission and bandwidth connections, as well as dark fiber transmission. Fiber system expansion in FY 2025 includes building additional zones which will enlarge the Fiber footprint. Included in the plan, is construction to a portion of South Hutchinson Island and additional growth in the Downtown area.

The Manatee Center has rebranded and anticipates positive changes, improving the visitor experience. The planned expansion of the Exhibit Hall and educational programming activities offered, over the next two years should draw attention from the tourism in the Fort Pierce area. We have applied for and are currently receiving grants that help promote educational understanding about our local ecosystems, the native manatees, and the Indian River Lagoon. FPUA will continue to make contributions, reported as revenue, in order to balance its budget.

Costs and the anticipated reimbursements associated with staffing the Treasure Coast Energy Center are accounted for in its own system. We have included estimated revenues and costs of $2,131,304, as we amend the budget for FY 2024, and $2,047,662 for FY 2025.

Investment income has increased in FY 2024. Higher interest rates have had a positive impact on all short-term investments, including certificates of deposit and bank sweep accounts. It is anticipated that interest rates will be adjusted downward by the Federal Reserve toward the end of FY 2024 and in FY 2025. While we anticipate interest income to be healthy, these revenues will lessen as capital projects come to completion and the bond proceeds are spent down.

The schedule below summarizes total revenues by source:

	Original Budget FY 2024	Amended Budget FY 2024	% of Total	Original Budget FY 2025	% of Total
General Service Sales	$ 74,614,600	$ 71,118,900	44.6%	$ 73,424,500	48.3%
Residential Sales	54,303,700	53,618,000	33.6%	55,326,900	36.4%
Other Operating Revenues	3,337,631	3,888,735	2.4%	4,568,280	3.0%
Non-Operating Revenue	22,447,630	24,060,342	15.1%	12,255,166	8.1%
Capital Contributions:					
Capital Impr. Charges	4,050,000	2,969,200	1.9%	2,970,000	2.0%
Contr. Capital - Cash	1,420,000	1,231,850	0.8%	975,000	0.6%
Contr. Capital - Non-Cash	1,937,000	2,631,800	1.6%	2,400,000	1.6%
TOTAL REVENUES	$ 162,110,561	$ 159,518,827	100.0%	$ 151,919,846	100.0%

Non-Operating Revenues anticipated in FY 2025 will come in the form of Federal and State Grants to fund major portions of the construction of the MWRF, the Sewer Main Lining program, the Electric Grid Resiliency, and improving our ecosystem through growing seagrass in the Indian River estuary. The relocation is a multi-million-dollar project. All environmental grants and low-cost funding are being pursued to subsidize this critical project. This lining program preserves and extends the life of existing infrastructure eliminating the infiltration and exfiltration from/to the

environment. It is anticipated that capital contributions resulting from developer construction, both commercial and residential will slow down in FY 2025.

Summary tables and graphs of revenues, as well as a more detailed discussion by system and presentations thereof, can be found in Revenues Section of this document.

OPERATIONS & MAINTENANCE EXPENSES

The schedule below summarizes budgeted total expenses by major classifications:

	Original Budget FY 2024	Amended Budget FY 2024	Percent Change	Original Budget FY 2025	Percent Change
Purchases for Resale	$ 51,602,000	$ 47,395,236	(8.2%)	$ 50,419,848	6.4%
Personnel Services	20,688,073	19,851,534	(4.0%)	21,691,459	9.3%
Employee Benefits	10,285,783	12,292,815	19.5%	11,231,132	(8.6%)
Contractual Services	10,774,855	10,838,602	0.6%	12,994,942	19.9%
Commodities	4,772,937	5,162,697	8.2%	5,840,581	13.1%
Depreciation	15,199,000	15,199,000	0.0%	14,710,578	(3.2%)
Interest Expense	6,332,789	6,419,538	1.4%	6,105,632	(4.9%)
City Distribution	7,653,954	7,467,922	(2.4%)	8,002,938	7.2%
Other Fixed & Sundry	6,479,248	7,012,468	8.2%	7,205,617	2.8%
TOTAL	133,788,639	131,639,812	(1.6%)	138,202,727	5.0%
Less Transfers*	1,909,996	2,768,082	44.9%	2,768,082	0.0%
TOTAL APPROPRIATION	$131,878,643	$128,871,730	(2.3%)	$135,434,645	5.1%

*Transfers include capitalized labor and overhead, as well as unallocated contingency.

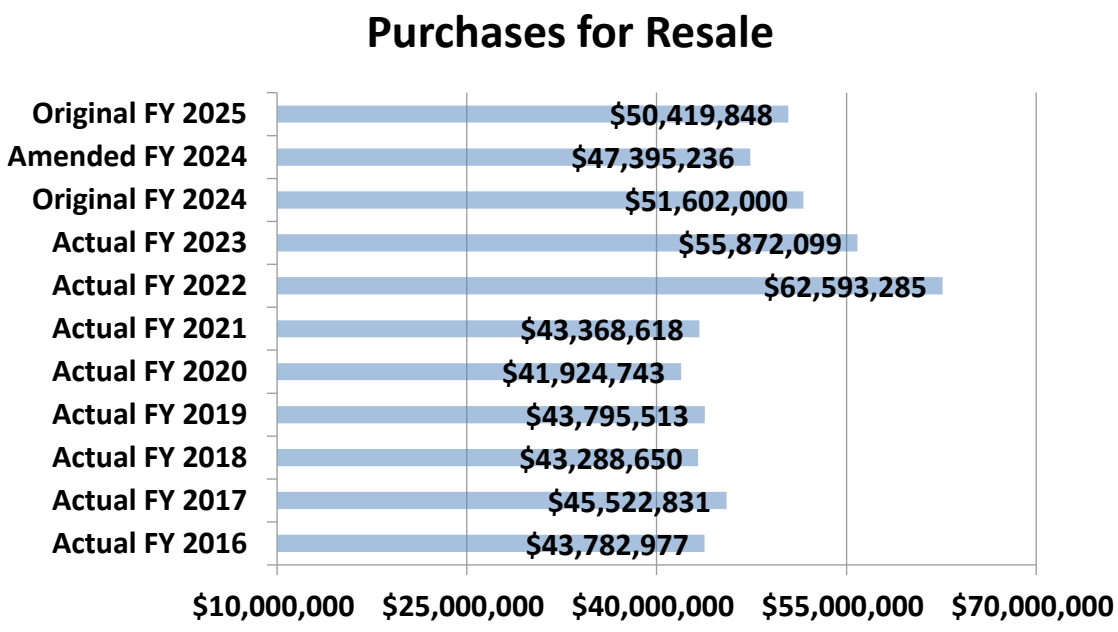
The O&M Budget supports the strategic goals, engaging our community, expanding services to grow our utility in the most economical and reliable manner. In addition, this budget meets regulatory standards (including unfunded mandates) and reflects appropriate adjustments due to the changing economy.

Summary tables and graphs for the expense budgets are located at the beginning of the Operations & Maintenance section. The particulars for each department can be found in the subsequent departmental detail pages.

In the Amended FY 2024 O&M Budget, expenses before transfers totaling $131,639,812, have decreased from the Original FY 2024 Budget. The Original FY 2025 O&M Budget expenses total $138,202,727 which is an increase of 5.0% from the Amended FY 2024 Budget, and an increase of 3.3% when compared to the Original FY 2024 Budget. These budgeted increases represent inflationary impact on the costs associated with contractual services, commodities, and personnel.

Explanations for some of the major increases/decreases between the Original FY 2024 Budget, the Amended FY 2024 Budget, and the Original FY 2025 Budget are discussed in greater detail below:

- **3360 – Purchases for Resale:** Purchases for Resale is 36.5% of the FY 2025 operating budget. The chart below illustrates the changes in the cost of purchased power and natural gas over the past ten years. FPUA's power supplier, Florida Municipal Power Agency (FMPA), passes through its costs to the member cities of the All-Requirements Project (ARP). The cost of purchased power and natural gas is recovered through the power cost adjustment (PCA) and the purchased gas adjustment (PGA). Estimated FY 2025 purchases for resale have increased slightly when compared to the Amended FY 2024 Budget due to increases in the estimated price of power purchased from FMPA and the impact of FMPA hedging portions of the future cost of natural gas, on behalf of the All Requirements Participants.
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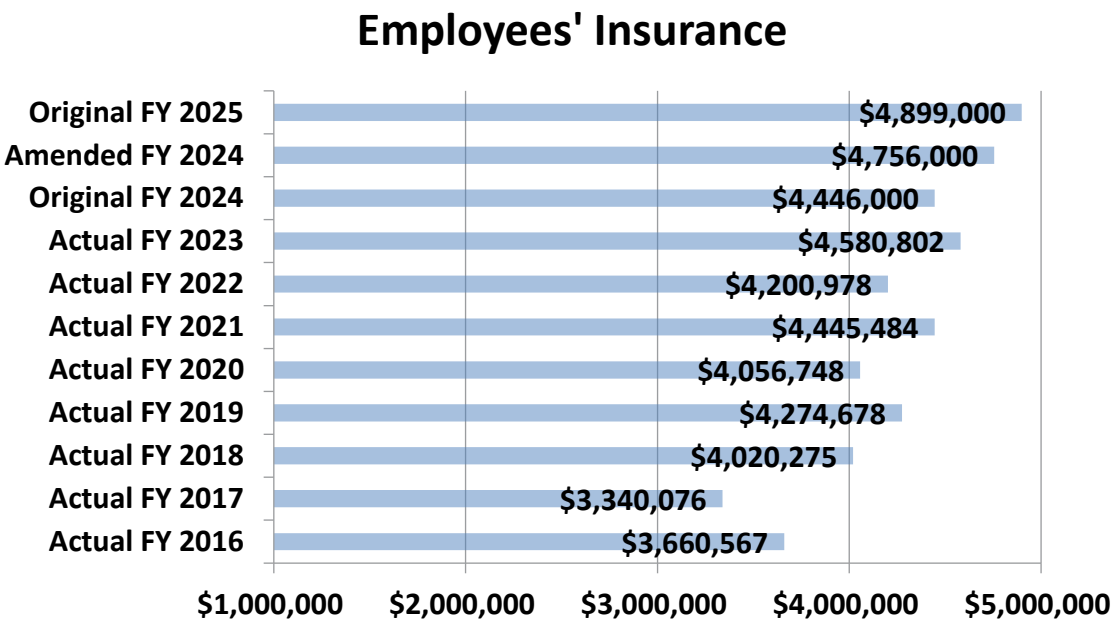


- **1010 – Salaries and Wages:** Personnel head count is evaluated to ensure we are appropriately staffed and resources are efficiently allocated. The Amended FY 2024 Salary and Wage budget has decreased 6.3% from the Original FY 2024 budget due to vacant and reduced positions remaining unfilled throughout the year. The FY 2025 budgeted headcount changes are summarized under Personnel on the subsequent pages in this section. Cost of Living Adjustments of 4.2% in the amount $802,310, have been included in the FY 2025 Original Budget.

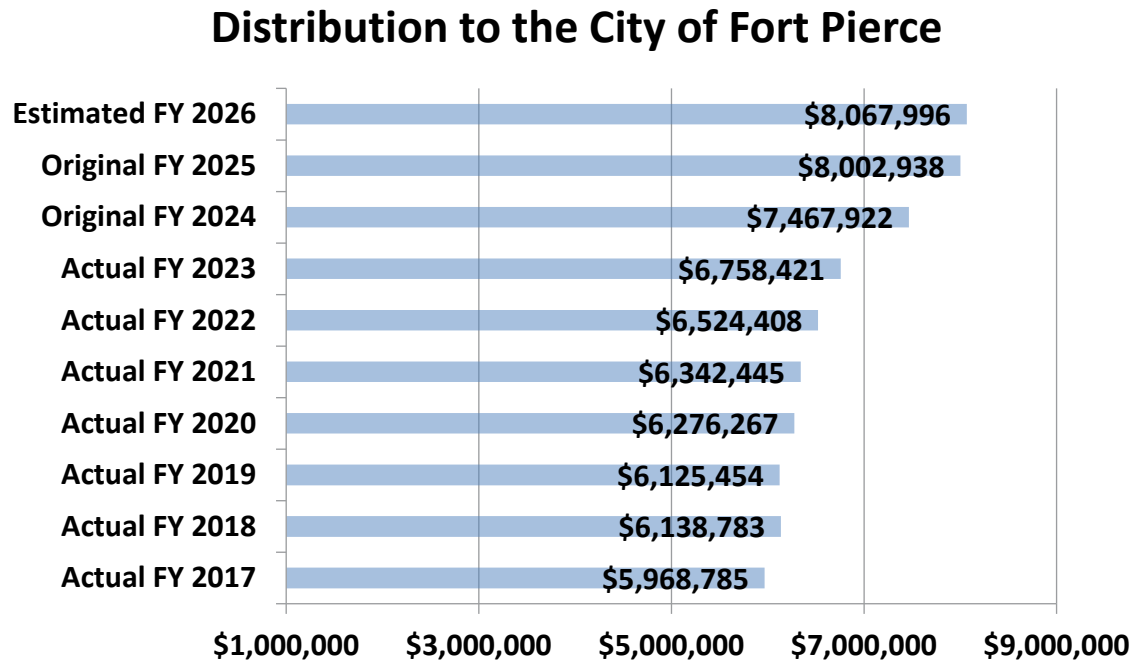
- **1020 – Overtime:** Staffing shortages in various departments has resulted in an increase in overtime in order to meet project deadlines and maintain operations. The Treasure Coast Energy center experienced a maintenance outage in FY 2024. After-hours work typically arises from the need for emergency repairs caused by severe weather or aging infrastructure.

- **4050 – Retirement:** The actuarially required employer contribution to the City of Fort Pierce Retirement and Benefit System will increase from 20.89% in FY 2024 to 21.51% in FY 2025. Employer contributions will be commensurate with the actual salaries paid.

- **4070 – Employees' Insurance:** Current projections of the self-funded medical and dental plans indicate costs is projected to increase with the Amended FY 2024 and FY 2025 budgets based upon current experience and the anticipated annual trend rate of 9.9% for Medical and 4.0% for Dental.



- **9000 – Distribution to the City of Fort Pierce:** As provided for by the Charter of the City of Fort Pierce, Florida, a percentage of the FPUA's utility systems revenue, is distributed to the City's General Fund on an annual basis. The distribution calculation is based on the preceding fiscal year's audited financial statements. The distribution to the city based upon FY 2024 revenue, payable in FY 2025, is estimated to be $8,002,938, up $535,016 or 7.2% from the distribution paid in FY 2024. The distribution to the city based upon projected FY 2025 revenue, payable in the subsequent year, is estimated at $8,067,996.



- **4700 – Utility Bad Debt Expense:** Strong customer deposit procedures and the application of Special Payment Arrangements help mitigate some of the risk for bad debt. It is expected that we will reduce bad debt expense in FY 2025.

- **5721 – Interest – Bonds:** Interest on Bonds has leveled off on FY 2025. After the balloon principal payments on the Series 2016, scheduled for fiscal years 2025 and 2026, level debt service will permit greater principal payments on the Series 2022 A & B revenue and Refunding bonds, gradually reducing interest expense.

- **9030 – Depreciation:** Depreciation, which is an allocation of the cost of capital assets over their estimated useful lives, is expected to fairly level until the completion of the major expansion projects underway, through funding from bond proceeds.

PERSONNEL

When an employee leaves FPUA, management evaluates the viability of reorganizing workflows. As a result, positions are being added when the need arises (or is anticipated), and eliminated when possible. It is expected that the decrease in the number of full-time positions through

reorganization will result in improved efficiencies and productivity, as well as sustain the anticipated growth in our systems. There are currently 23 employees participating in the deferred retirement option program (DROP), resulting in savings of $337,801 in FY 2024 and $306,783 in FY 2025 for employer retirement contributions, which are not being made for these employees.

The number of full-time positions proposed as of September 30, 2025 is eight (8) fewer than the number of full-time positions approved as of September 30, 2023 in the Original FY 2024 Budget. The following is a summary of the changes since the Original FY 2024 Budget was published:

Amended 9/30/2023 full-time positions approved in Original FY 2024 Budget	**298**
Positions Eliminated in FY 2023:	
Accounting Technician, Finance	(2)
Full-time positions September 30, 2023	**296**
Positions Added in FY 2024:	
Center Support Coordinator, Manatee Center	1
Records Management Coordinator, Human Resources	1
Supply Chain Supervisor, Supply Chain Management	1
Sustainability Program Associate, Public Affairs & Sustainability	1
Network Engineer, FPUAnet Communications	1
Sales Account Representative, FPUAnet Communications	1
Positions Eliminated in FY 2024:	
Lead Operator Mechanic, TCEC (employed by FMPA)	(1)
Administrative Warehouse Coordinator, TCEC (employed by FMPA)	(1)
Risk Program Manager, Regulatory Affairs	(1)
Fleet Management Administrator, Supply Chain Management	(1)
Network Administrator, ITS	(1)
Customer Service Representatives, Customer Service	(2)
Mechanic, Water Resources	(2)
Mechanic, Water Distribution	(2)
Distribution Mechanic, Gas Operations	(1)
Mechanic, Wastewater Collection	(2)
Full-time positions proposed, September 30, 2024	**288**
Positions Proposed in Original FY 2025 Budget:	
Low Pressure Sewer Coordinator, Wastewater Collection	1
Fiber Network Specialist, FPUAnet Communications	1
Full-time positions proposed, September 30, 2025	**290**

PERSONNEL - NUMBER OF FULL-TIME POSITIONS

DEPARTMENT	FINAL 9/30/2022	FINAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025
01 Manatee Center	4 P	4	5	5
02 Treasure Coast Energy Center	11 D	11 D	9 D	9 D
10 Board	5	5	5	5
11 Director of Utilities	2	2	2	2
12 General Counsel	1	2	2	2
14 Chief Financial Officer	4	4	1	1
15 Human Resources	3 D	3	4	4
18 Safety	1 P	1	1	1
21 Finance	11 D	9	9	9
22 Supply Chain Management	7 D	7	9	9
31 Chief Operating Officer	3	1	1	1
32 Information Technology Services	17	16	15 H	15 H
35 Facilities	6	6	6	6
41 Public Affairs and Sustainability	1	4	5	5
43 Customer Service	29 D	23 D	21 D	21 D
44 Utility Operations	-	18 D	18 D	18 D
46 Geospatial Technology Services	4	5	5	5
51 Director of Electric & Gas Systems	1 D	2 D	2 D	2 D
54 Electric Transmission & Distribution	27 D	27 D	27 D	27 D
55 Electric Operations	24 D	11 D	11 D	11 D
56 Electric & Gas Engineering	10 P	9 P	9 P	9 P
61 Director of Water/Wastewater Systems	1	1	1	1
62 Water Resources	25 D	25 D	23 D	23 D
64 Water Distribution	28 D	28 D	26 D	26 D
66 Water/Wastewater Engineering	12 D,P	12 D,P	12 D,P	12 D,P
74 Gas Operations	15 D	15 D	14 D	14 D
82 Water Reclamation	16 D	16 D	16 D	16 D
84 Wastewater Collection	20	20 D	18 D	19 D
93 FPUAnet Communications	7	9	11	12
TOTAL	295	296	288	###

D Includes Deferred Retirement Option Program (DROP) participants
P Excludes part-time positions
H Positions on Hold

LONG RANGE FINANCIAL PLAN

The long-term plan for FPUA must coincide with the strategies of the organization and is vital for the secure future of the utility. It ensures that our cash availability remains secure and provides for the growth and revitalization of the utility. Our budget prepares us with a solid short-term plan for the next year. The growth of our service territory will continue to move the utility forward with the development of the region. The projected increase in our customer base will generate income that will sustain and support the specific systems' operations and maintenance.

Electric territorial agreements with Florida Power and Light limit the outward growth but, allow FPUA to focus on pockets of growth within those boundaries, and the strength and reliability of our current electric services to support those endeavors. Water and Wastewater service area will have the potential for growth through infill and the connection of well and septic to FPUA water and sewer where available. The availability of grants has bolstered this septic-to-sewer campaign. Natural Gas services plan for the long-term is to extend the service territory to the north, with a major installation of a third Gate Station and miles of gas mains, bringing services to current and future business in that region. The gate station will position FPUA to be the sole provider of Natural Gas services to an area with zoning planned for a community of residential and commercial development. FPUAnet is the fiber optic services for FPUA with a business plan to provide broadband services to retail and residential customers in addition to deploying fiber optic lines promoting a Smart City.

The following assumptions and projections were used in the forecast for the next five years. Operating revenues include the approved and projected rate adjustments. Expense projections are adjusted for inflation and other escalation factors. Purchases for resale projected costs are based upon the forecast provided by Florida Municipal Power Association (FMPA) and are managed in real time through adjustments to the fuel cost charge or PCA. Capital spending has been limited in the forecast to the funds available as indicated in a system-by-system analysis and is based upon the sustainability of each system.

Projected Fiscal Year Customer and Sales Growth Assumptions

System	Category	2025	2026	2027	2028	2029
Electric	Customer	0.40%	0.40%	0.40%	0.40%	0.40%
	Sales (kWh)	1.53%	2.59%	0.40%	0.40%	0.40%
Water	Customer	1.79%	1.68%	2.05%	2.03%	2.01%
	Sales (Gal.)	2.01%	1.59%	1.79%	1.78%	1.77%
Wastewater	Customer	2.36%	1.72%	2.39%	2.35%	2.31%
	Sales (Gal.)	2.50%	1.55%	2.01%	1.98%	1.96%
Natural Gas	Customer	7.74%	10.55%	9.55%	8.71%	8.02%
	Sales (CCF)	0.97%	1.41%	1.39%	1.37%	1.35%
FPUAnet	Customer	75.93%	49.74%	22.32%	13.36%	8.75%
	Sales ($)	44.35%	12.91%	13.53%	13.38%	12.80%

	Actual		Forecast					
Revenue	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**
Operating Revenues (1)	$ 128,620,584	$ 130,112,573	$ 128,625,635	$ 133,319,680	$ 137,501,352	$ 140,937,059	$ 145,207,314	$ 149,654,481
Non-Operating Revenues (2)	4,307,771	9,981,174	24,060,342	12,255,166	16,866,780	14,810,000	5,600,000	4,200,000
Capital Contributions (3)	6,244,279	8,574,876	6,832,850	6,345,000	6,408,450	6,472,535	6,537,260	6,602,632
Total Revenues	**139,172,633**	**148,668,623**	**159,518,827**	**151,919,846**	**160,776,582**	**162,219,594**	**157,344,574**	**160,457,113**
Expenses (5)								
Purchases for Resale (4)	62,593,284	55,872,099	47,395,236	50,419,848	50,924,046	51,433,287	51,947,620	52,467,096
Personnel Services	17,788,465	18,288,754	19,851,534	21,691,459	22,342,203	23,012,469	23,702,843	24,413,928
Employee Benefits	12,499,246	14,070,538	12,292,815	11,231,132	11,568,066	11,915,108	12,272,561	12,640,738
Contractual Services	11,010,097	10,288,284	10,838,602	12,994,942	13,254,841	13,519,938	13,790,336	14,066,143
Commodities	3,563,290	3,981,856	5,162,697	5,840,581	5,957,393	6,076,540	6,198,071	6,322,033
Depreciation (6)	14,731,294	14,564,931	15,199,000	14,710,578	15,151,895	15,606,452	16,074,646	16,556,885
Interest Expense (7)	3,578,403	6,638,139	6,419,538	6,105,632	6,492,851	6,298,000	5,994,750	5,676,250
City Distribution (8)	6,524,408	6,758,421	7,467,922	8,002,938	8,082,967	8,163,797	8,245,435	8,327,889
Other Fixed & Sundry	4,299,546	5,034,018	7,012,468	7,205,617	7,349,729	7,496,724	7,646,658	7,799,592
Transfers	(1,792,339)	(1,909,996)	(2,768,082)	(2,768,082)	(2,823,444)	(2,879,913)	(2,937,511)	(2,996,261)
Total Expenses	**134,795,694**	**133,587,044**	**128,871,730**	**135,434,645**	**138,300,548**	**140,642,403**	**142,935,410**	**145,274,293**
Change in Net Position	**$ 4,376,939**	**$ 15,081,579**	**$ 30,647,097**	**$ 16,485,201**	**$ 22,476,034**	**$ 21,577,191**	**$ 14,409,164**	**$ 15,182,820**
Capital								
Capex (9)	**$ 17,292,285**	**$ 63,474,361**	**$ 91,154,543**	**$ 105,265,808**	**$ 50,733,876**	**$ 21,807,347**	**$ 21,363,726**	**$ 20,763,809**

Assumptions:	Adopted Rates			Projection FPSC Index				
(1) Revenues Rates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Electric System	5.0%	4.5%	7.1%	3.2%	2.0%	2.0%	2.0%	2.0%
Water System	11.2%	10.0%	7.1%	3.2%	2.0%	2.0%	2.0%	2.0%
Wastewater System	11.2%	10.0%	7.1%	3.2%	2.0%	2.0%	2.0%	2.0%
Natural Gas System	6.2%	4.5%	7.1%	3.2%	2.0%	2.0%	2.0%	2.0%
FPUAnet Communications	None	None	None	None	None	None	None	None

Forecast assumptions, other than Operating Revenues, are as follows:

(2) Non-Operating revenues include miscellaneous income and grant funds available for any lawful operating purpose not otherwise restricted.
(3) Capital Contributions include Capital Improvement Charges and Contributed Capital
(4) Cost of purchased power on historical average. Actual results will be managed through the adopted power cost adjustment (PCA) clause.
(5) Amounts for operating expenses are based on the assigned escalation: General Inflation 1.02, Employee Benefits 1.03, Contractual Services 1.02, Personnel Services (based on COLA Increases) 1.03, and Commodities 1.02.
(6) Depreciation is based on a 3% increases per year mainly for the completion of the AMI, MWRF & Conveyance, and system expansions.
(7) Interest expense amounts based on Debt Service Requirements
(8) City Distribution is based on Operating Revenues growth of 1% per year
(9) CAPEX reported in Capital Improvement Plan FY 2025 - FY 2029

DEBT SERVICE

In FY 2022 FPUA took on debt totaling $146 million to support the acquisition, construction and equipping of certain capital improvements to the systems. The largest of these projects will be for FPUA to construct a new state-of-the-art wastewater treatment plant, build a system for conveyance and change the direction of flows to the plant. The guaranteed maximum price for completion of $140 million will require additional funding. Funding opportunities are being reviewed including grants and loans. The Series 2022A issuance allows for the building of a third natural gas gate station will allow for exponential system growth for Natural Gas in addition to the expansion, hardening projects for the electric, water and wastewater systems. A summary of each system's cost of borrowed money is in the Debt Service section of this Budget. The debt service narrative and schedules can be seen in detail beginning with the pages on Outstanding Debt. These schedules reflect the anticipated principal and interest payments due in future periods.

DEBT SERVICE COVERAGE RATIO

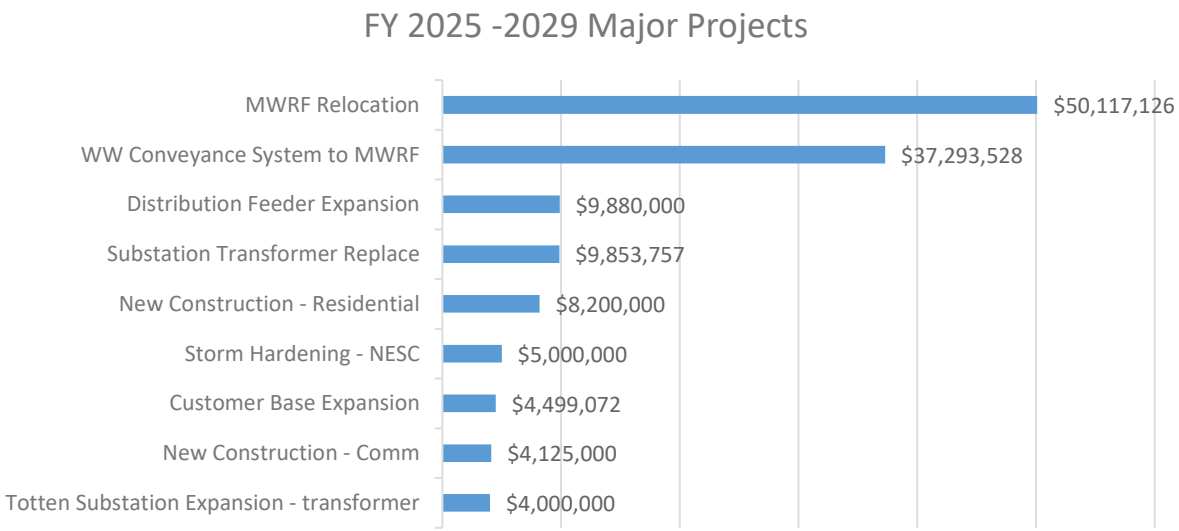
The Debt Service Coverage Ratio is detailed, along with other financial ratios, along with the Budgeted Statement of Net Position and is estimated at 3.03 times for FY 2024, and 2.72 times for FY 2025. Based on these projections, FPUA is expected to maintain its debt service coverage above the minimum requirement of 1.25 times.

CAPITAL IMPROVEMENT PLAN (CIP)

The FY 2025 Capital Budget totals $105,265,808, including contingency funding of $500,000. The CIP totals $219,934,566 for FY 2025 through FY 2029. The Wastewater system's construction of the Mainland Water Reclamation Facility (MWRF) and Conveyance System are major projects of the five-year plan which accounts for 40% or $87,410,654 of the total CIP. Debt (Series 2022A & Series 2022B) will fund 22% or $48,638,570 of the CIP for FY 2025–2029. The debt funds will be used mainly to move the Wastewater Plant from Hutchinson Island, to complete the implementation of Advanced Metering Infrastructure as well as for the expansion and reliability projects for all systems. Revenue from utility rates is projected to account for 39% of the five-year CIP for improvements to aging infrastructure in order to maintain the quality and reliability of its services. Projects, which will improve FPUA's reliability, efficiency or safety account for 24% of the five-year CIP. FPUA's coordination of efforts with the City of Fort Pierce, St. Lucie County and Florida Department of Transportation roadway plans will benefit all entities with the efficient completion of these projects. Government and regulatory-required projects account for 61% of the five-year CIP mainly due the City of Fort Pierce requested to move the wastewater plant.

The first year of FPUA's CIP is the Capital Budget for FY 2025. Future capital projects are placed in out years and moved up until they are included in the current year's capital budget. Each system has been allotted capital spending limits based on rate sufficiency analyses. If project priorities change during FY 2025, requiring additional funds or moving a project into the current year, staff will perform budget transfers within the approved CIP ensuring compliance with budget limitations. Quarterly updates on major capital spending by system, along project completion status will be provided to the FPUA Board.

Proposed FY 2025 – FY 2029 CIP, top projects. These projects account for 60% or $132,968,483 of the total CIP:



The portion of the FY 2025 Capital Budget that will be funded by Rates is $24,761,577, or 24% of the total. Debt will fund $48,182,915 or 46% of FY 2025 Capital Budget for the MWRF & Conveyance System, completion of Advanced Metering Infrastructure as well as for the expansion and reliability projects for all systems. In addition, grants awarded to FPUA will fund $23,910,409 or 23% of FY 2025 Capital Budget. Contributions from outside sources are expected to fund $7,910,907 or 7% of FY 2025 Capital Budget.

The remaining $500,000 of the FY 2025 Capital Budget is identified as Contingency and Contingency funds will only be used in the wake of unforeseen events. All requests for use of contingency funds must be submitted to the FPUA Board for approval. In the event that contingencies are drawn upon, they will be funded through cash reserves and/or contributions from outside sources.

The array of requirements by regulatory and governmental agencies demands a considerable amount of capital. Sixty-one percent of the FY 2025 – FY 2029 CIP will be committed by FPUA to remain in compliance with the requirements and standards set by regulatory agencies or required by state or local government. Ten percent of the CIP is attributable to growth. Replacement of aging operating systems, overall system improvements and the replacement of worn out equipment account for five percent of the CIP. With an aging infrastructure, these renewals and replacements are critically necessary.

Over the last 10 to 15 years, FPUA has incurred considerable renewal and replacement expenses in an effort to prevent unplanned system outages. While it is less costly to perform preventative maintenance than to make emergency repairs, Renewals and Replacements generally have a profound impact on the operating budget in avoidance of emergency repairs. Certain capital expenditures have more of a financial impact on FPUA's operating budget than others. The projected annual impact on the operating budget is described in more detail in the Capital Section. The Electric system has performed storm hardening and is replacing all 69kV breakers system-wide in an effort to prevent extensive outages, which are costly to FPUA and our customers. The Supervisory Control and Data Acquisition (SCADA) system is continually being upgraded for greater security and to allow for remote monitoring and control of utility operations. The Water and Wastewater systems have completed water well refurbishments and replacements, many water treatment plant improvements and expansions, installation of an emergency generator at the Water Reclamation Facility (IWRF), and wastewater system inflow and infiltration remediation. The Natural Gas system is working on expansion projects that are highly anticipated for bringing in new revenue. The replacement of old, gasoline-powered vehicles with clean, compressed natural gas, bi-fuel, and electric vehicles is expected to pay off in the long run. All four utility systems are continually making system improvements associated

with street refurbishment. Unfortunately, the resources necessary to accomplish all of these system improvements are limited.

Capital projects and fixed asset purchases are discussed in additional detail in the Capital Section.

ESTIMATE OF FUNDS AVAILABLE FOR CAPITAL AND OTHER

The amount of current-year cash available for capital expenses and other, based on budgeted revenues and expenses, is estimated to be $35,647,869 in FY 2024 and $20,259,231 in FY 2025. The details of this calculation can be seen in the table of Changes in Net Position and Funds Available. If these estimates are correct, and the amount available falls short of the cash required to fully fund FPUA's capital program, staff will use cash reserves and/or reduce capital spending.

SUMMARY

The annual budget was developed to maintain long-term financial sustainability for electric, water, sewer, natural gas, and FPUAnet communication systems. Revenues have increased based upon rate adjustments, grant opportunities and growth in services. Expenses have decreased from the last year, mainly due to the decrease in Purchases for Resale. The rising costs of commodities and contractual services continue to impact operating budgets. The estimated debt service coverage and days cash-on-hand ratios remain above those required by FPUA bond covenants. This Annual Budget and Resolution will be presented at the August 6, 2024 FPUA Board meeting.



SIGNIFICANT FINANCIAL POLICIES

The accounting policies of FPUA conform to generally accepted accounting principles (GAAP) as applicable to local governmental units. FPUA complies with the standards of the Governmental Accounting Standards Board (GASB) as they become effective. Private-sector standards of accounting and financial reporting issued on or before November 30, 1989 are followed to the extent that those standards do not conflict with or contradict GASB pronouncements, in accordance with GASB 62. Financial policies are reviewed annually and updated as needed for compliance with changes in Florida Statues and Governmental Finance Officers Association (GFOA) best practices. Written policies exist for the following major areas:

- Cash Management
- Accounts Receivable
- Investments
- Debt
- Procurement
- Accounts Payable
- Fixed Assets & Capital
- Budget
- Inventory
- Procurement Card

Summarized excerpts from those significant policies are described below:

REPORTING ENTITY

The voters of the City of Fort Pierce, Florida authorized the organization of Fort Pierce Utilities Authority (FPUA) at a special election held May 30, 1972. FPUA commenced operations as of June 30, 1972, and is responsible for management and operation of the combined Electric, Water, Wastewater and Natural Gas Systems, as well as the Treasure Coast Energy Center, the Manatee Center and FPUAnet® Communications. The City Charter, Article XII, defines the powers, duties and responsibilities of FPUA. The members of FPUA's governing board are selected or removed from office by the Fort Pierce City Commission. FPUA's final audited financial statements and budget are subject to approval of the City Commission, as are rates for service.

The accounts of the various utility systems of FPUA are included as a discretely presented component unit within the financial statements of the City of Fort Pierce, Florida. FPUA has no component units.

BASIS OF PRESENTATION – FUND ACCOUNTING

The accounts of FPUA are a single enterprise fund, organized on the basis of various utility systems, each of which is considered a separate accounting entity. FPUA's basic financial statements consist of fund financial statements and the notes to the financial statements. The Annual Comprehensive Financial Report also includes supplementary information intended to furnish additional details to support the basic financial statements. Resources are allocated to, and accounted for, in these systems based upon the purpose for which they are to be spent. For external reporting purposes, these systems are combined. This document presents a balanced budget; i.e., projected revenues for a set period of time will equal or exceed projected expenses for the same period. Any shortfall will be funded by unrestricted reserves.

BASIS OF ACCOUNTING AND BUDGETING

The budget and the financial statements are prepared on the accrual basis; accordingly, budgeted revenues are recognized when earned, and budgeted expenses are recognized when incurred, regardless of the timing of related cash flows.

CASH MANAGEMENT POLICY

Cash Handling:

1. All cash, checks, money orders, and cashier's checks (revenues) will be recorded on the date received and forwarded to the bank for deposit.
2. All checks, money orders, etc. will be endorsed with the FPUA endorsement stamp upon receipt.
3. Daily cash reports must be presented to the Department of Finance and reconciled daily to the Bank activity.
4. Cash drawers will be counted and balanced daily, with armored truck pick up and delivery to the local bank branch office.
5. Bank account activity is reviewed daily for otherwise unaccounted-for items.

INVESTMENT POLICY

Purpose:

Resolution No. U.A. 2023-1, January 3, 2023, revised and brought current the criteria for the operation of the investment portfolio. The primary objective of the policy is to establish a conservative set of investment criteria that will prudently protect FPUA's principal sums and enable generation of a fair rate of return on investments.

Authority:

The Chief Financial Officer is responsible for the implementation of the investment policy, has been approved by the FPUA Board. An Investment/Financial Committee, consists of the Chief Financial Officer, Director of Utilities and at minimum two additional directors at FPUA to review and concur on investments prior to implementation.

Objectives:

The objectives of the investment policy are to provide safety, liquidity and return on investment that is comparable with the current market. Utilization of an Investment Manager can provide benchmarks and active management with a return strategy that will enhance the portfolio.

Authorized Investment Institutions:

Securities purchased Repurchase agreements shall only be made with financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York.

Investment of bond proceeds shall be made with financial institutions pursuant to the debt covenants.

Risk Management:
Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Investment Committee shall determine diversification strategies within the established guidelines as outlined by this Investment Policy.

Investment Techniques:
It is recognized that the future level of interest rates is almost impossible to predict. When interest rates are at higher levels, funds may be shifted to longer maturities to lock into higher yields; when interest rates are at lower levels, funds will be placed in short-term maturities to avoid being locked in to low rates of return. All investments are purchased through an informal bidding award process.

DEBT POLICY

Capital Budgeting:
FPUA annually reviews a 5-year Capital Improvement Plan (CIP). Debt may be issued to meet these cash flow needs on a short-term or long-term basis, depending upon the intended use of the proceeds.

Debt is considered an option when:

- Interest rates are low
- The community can benefit from lower construction costs
- The asset will have a long, useful life
- Forecasts indicate that debt is affordable
- Use of debt is consistent with legal and other limits

Allowable Debt Instruments:
The debt instruments that FPUA is allowed to use are described by Florida law and fall within the limitations of the City Charter.

General Debt Limitations:
The City of Fort Pierce Charter or Code of Ordinances, nor the Florida Statutes limit the amount of debt FPUA can issue. FPUA determines the amount of affordable debt by assessing the sufficiency of future revenues thought the use of long-term financial projections.
FPUA is in compliance with the covenants set forth in Resolution No. UA 2022-10, as amended on May 17, 2022, which includes:

- A minimum Days Cash on Hand Ratio of at least 45 must be maintained as of September 30 and March 31 of each year.
- FPUA's current minimum debt service coverage ratio is 1.25x.

Maturity Guidelines:
The term of any debt issued should not exceed the useful life of the asset being funded.

Professional Consultants:
Financial advisors, underwriters and bond counsel are selected using a Request for Proposal (RFP) or Request for Qualification (RFQ) competitive process.

Credit Rating:
FPUA strives to maintain or improve bond rating in order to maintain easy access to credit markets.

Continuing Disclosure:
FPUA is committed to providing continuing disclosure of financial and pertinent credit information relevant to FPUA's outstanding securities, and shall abide by provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary disclosure.

Post-Issuance Compliance:
Management are accountable for ensuring funds are spent in compliance with provisions of the issuance. FPUA will monitor the earnings on its bond proceeds for each debt series to comply with arbitrage requirements.

PROCUREMENT POLICY
FPUA strives to uphold fairness and integrity in all purchasing practices, and seeks to lower operational costs whenever possible. The purchasing policies of FPUA are established by the City of Fort Pierce, Florida, Charter, Article XII, Section 179 (Competitive Bidding) and by directive from the Director of Utilities. All purchases for services, construction, materials, supplies, equipment, or machinery are made fairly by securing quotations and bids where necessary prior to the purchase.

Purchasing Limits:

- *Small Purchases - below $1,500:*

Small purchases under $1,500 may be made by departments, with proper approvals. Purchases over $1,500 require a purchase order.

- *Department Level Quotes - $1,500 to $4,999:*

Purchases with a cost between $1,500 and $4,999 require three quotes. Written and verbal quotes are acceptable. Quotes may be received by mail, fax, or phone. Departments must submit an electronic purchase requisition with comparative quotes for approval in accordance with the spending authority granted by the respective Director or Department Head. The requisition is ultimately forwarded to the Department of Finance, where the purchase order is created and distributed.

- *Informal Bids $5,000 - up to $50,000:*

The term "Informal Bid" is used to identify mid-level purchases between $5,000 and $50,000. The Director of Utilities can authorize purchases up to $50,000. Purchases over $50,000 must be formally bid, unless a specific exemption applies. The current supply chain shortages have forced informal bidding processes to prevail temporarily, with

suppliers unable to commit to long-term pricing. Departments must submit an electronic purchase requisition flagged as a Purchase Order Authorization (POA) for such purchases, with bid specifications attached and all other required documentation. Regulatory Affairs will place the required notice advertisement in the newspaper. After the bid evaluation, approvals and recommendation, the requisition is then forwarded to the Department of Finance, where the purchase order is created and distributed.

- *Formal Bids - over $50,000:*

A "Formal Bid" is used to identify solicitations which represent major purchases that require a public "formal" procurement process. Purchases more than $50,000 are handled in the same manner as Informal Bids except that the FPUA Board must also authorize the purchase.

FIXED ASSETS & CAPITAL POLICY

Capital expenditures:

- Useful Life greater than 3 years.
- Individual value of $5,000 or greater.

Asset Book Value:

- Constructed cost is equal to the total of contractor costs, materials/inventory, labor and related overhead.
- Acquired assets are valued at the purchase price plus transportation.
- Contributed Assets are valued at market value on the date received.

Depreciation:

- Taken at straight-lined method over the estimated useful life of the asset.
- Useful lives are evaluated periodically and updated when new data is learned.

Disposition/Replacement:

- Assets that have reached the end of life due to damage, wear or loss of function are replaced in accordance with the limits of the available capital budget.
- Disposed assets are scrapped, salvaged or sold at auction with proceeds going toward FPUA's civic contributions to the The Manatee Center.

Annually, FPUA Board members, and its leadership team develop a capital plan, including vehicle and equipment replacement, taking into consideration both expansion and major rehabilitation. The key items identified are then combined into the five-year Capital Improvement Plan (CIP) and put through the same rigorous scrutiny as the other budgets to determine which projects/items will be funded in the upcoming fiscal year.

BUDGET POLICY

In accordance with the City of Fort Pierce Charter, Article XII, Section 176 (12), FPUA shall annually prepare and adopt a budget for the ensuing year and furnish a copy to the City Commission at least forty-five (45) days prior to the beginning of the next fiscal year (October 1). If a four-fifths (4/5) vote of the City Commission does not disapprove of any line item expenses in the budget,

or any amendments thereto, within thirty (30) days of the date of submission to the City Commission, the budget or any amendments thereto shall be deemed approved as submitted.

The City Commission may not increase any amounts in the proposed budget or amendments thereto, but may reduce by a four-fifths (4/5) vote of the city commission any line item in the budget or amendments thereto. The City Commission may by majority vote waive the thirty-day period for disapproval and approve the budget, or any amendment thereto. Any expenses disapproved shall not be authorized. No amendments to the FPUA budget shall be authorized unless submitted to the City Commission.

The budget includes proposed capital and operations and maintenance expenses and the means by which they are to be financed. The budget is presented on the accrual basis; accordingly, revenues and expenses are budgeted for the specific periods of time and are recorded as incurred, along with acquired assets, without regard to the date of receipts or payment of cash, which is consistent with generally accepted accounting principles (GAAP).

Once approved, the Annual Budget becomes the basis for capital and operations and maintenance expenses during the ensuing fiscal year. Expenses may not exceed the adopted budget.

Formal budgetary integration is employed as a management control device during the year. Controls are in place to reduce the possibility of overspending in individual line items. Requisitions that exceed budgeted amounts are flagged as such, and are not converted to Purchase Orders until the over-budget condition is corrected. Cumulative budget transfers are limited to the spending authority levels of Department Heads, Directors and the Director of Utilities.

After the close of the fiscal year, the budget is amended to reflect changes in available revenues and transfers of appropriations between departments and utility systems. Unexpended balances of appropriations lapse at year end.

BUDGET PREPARATION PROCESS



COMPILATION

Each department completes Operations and Maintenance (O&M) Budget worksheets which are provided by Finance, including comparative prior year(s) data. Departments are also provided with templates and historical trends to complete worksheets for the Capital Improvement Plan (CIP). These budget worksheets are the basis for the O&M Budget and CIP. Department Heads review and update the worksheets as necessary, and Directors give final approval.

REVIEW AND REVISE

Once all budget worksheets are completed by the departments, they are then compiled and summary schedules are prepared to provide an overview of the departmental budgets. A draft of each budget document is sent to the Budget Review Committee (BRC) prior to the budget meetings. The BRC, consisting of the Director of Utilities, Chief Financial Officer, Finance Manager, Assistant Controllers and Utility Accountants responsible for Capital and O&M meet with the respective Department Heads and Directors, to discuss the budgets and make any necessary revisions. The Department Heads and Directors must also describe their Goals and Objectives, Accomplishments, and Performance Measures.

The Chief Financial Officer submits the completed O&M Budget and CIP to the Director of Utilities, which is then submitted to the FPUA Board for approval. The public is invited to this meeting and individuals are given the opportunity to address their questions and concerns.

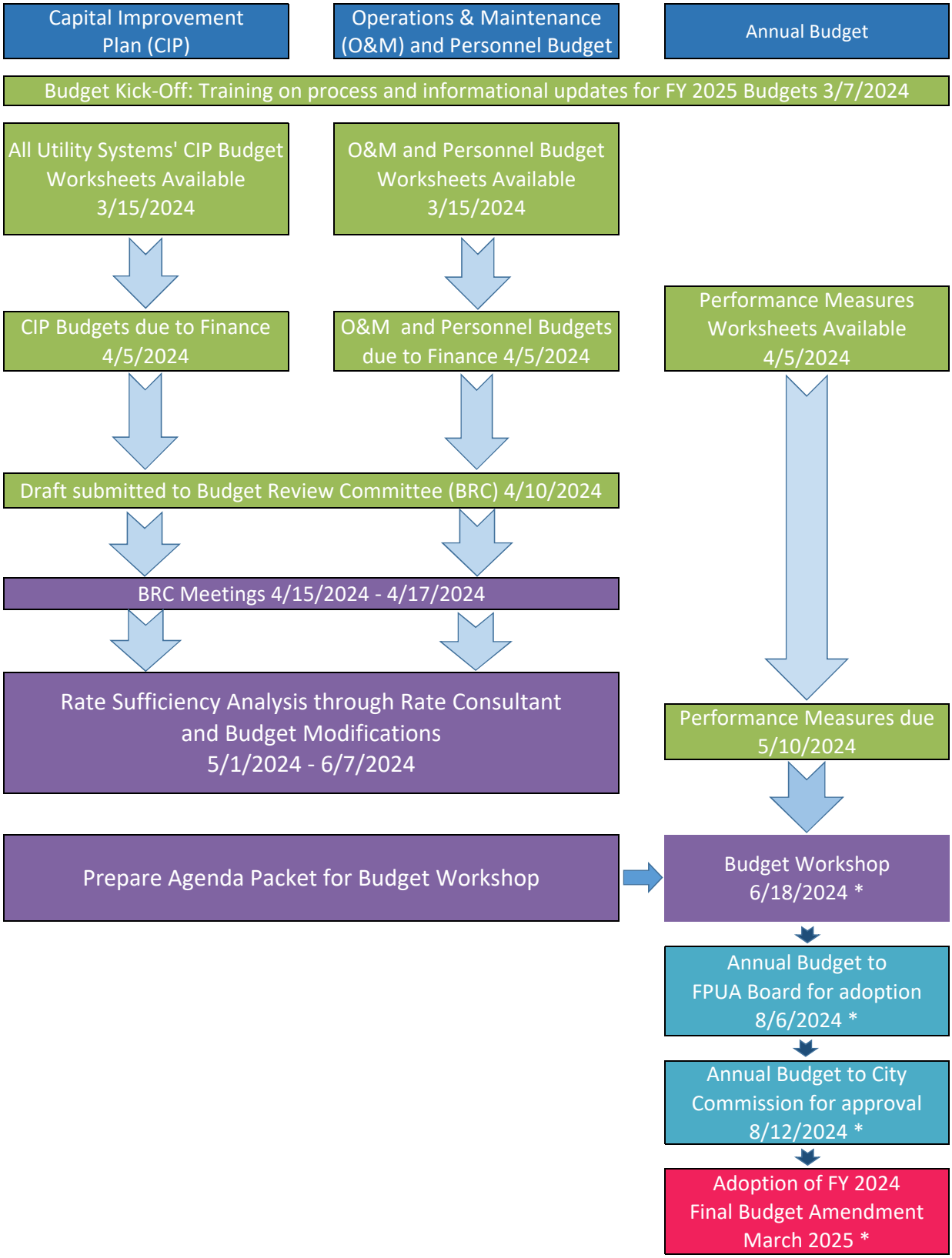
APPROVAL

The two prefatory budgets - the O&M Budget, which includes Revenue and Personnel, and the CIP are compiled into the Annual Budget. This document is sent to the Director of Utilities for review before being submitted to the FPUA Board for adoption by Resolution. The final step in the budget approval process is to present the Annual Budget to the City Commission for their approval.

FINAL BUDGET AMENDMENT

The budget and amendments thereto, have been approved according to the above procedures.

BUDGET PREPARATION FLOWCHART



* Public are invited to these meetings.

UNIT SALES STATISTICS

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
ELECTRIC - MWH				
Residential	253,957	255,391	255,232	259,134
General Service	315,011	320,146	319,947	324,839
Street Lights	3,199	3,163	3,161	3,209
Traffic Signals	804	804	804	816
Rental Lights	5,007	4,807	4,804	4,877
TOTAL	577,978	584,311	583,948	592,875
WATER - 1000's of GALLONS				
Residential	986,176	1,015,216	1,041,195	1,062,137
General Service	1,598,756	1,655,016	1,697,367	1,731,507
Sales for Resale	382,581	348,613	357,534	364,725
TOTAL	2,967,513	3,018,845	3,096,096	3,158,369
NATURAL GAS - CCF				
Residential	426,554	415,775	454,694	459,099
General Service	2,691,998	2,777,909	3,037,932	3,067,370
Heat Only	309	258	282	285
Contract Sales	1,888,947	1,516,746	1,658,719	1,674,793
TOTAL	5,007,808	4,710,688	5,151,627	5,201,547
WASTEWATER - 1000's of GALLONS				
Residential	708,635	734,321	746,411	765,058
General Service	991,648	1,013,707	1,030,398	1,056,139
TOTAL	1,700,283	1,748,028	1,776,809	1,821,197

COMPUTATION OF CHANGE IN NET POSITION AND FUNDS AVAILABLE FOR CAPITAL AND OTHER

AMENDED BUDGET FY 2024	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
REVENUES	$ 75,991,740	$ 30,962,408	$ 7,223,082	$ 40,690,220	$ 1,748,300	$ 2,903,077	$ 159,518,827
EXPENSES	71,876,321	23,831,929	7,459,922	20,909,052	1,891,429	2,903,077	128,871,730
Change in Net Position	4,115,419	7,130,479	(236,840)	19,781,168	(143,129)	-	30,647,097
ADD BACK:							
Depreciation	4,720,893	5,231,171	453,772	4,442,823	327,341	23,000	15,199,000
Debt Accretion	100,941	98,027	6,122	39,794	-	-	244,884
OPEB accrual	23,262	24,376	5,843	16,755	2,808	3,956	77,000
SUBTRACT:							
Principal payments on debt	2,020,802	2,015,103	172,525	1,419,570	-	-	5,628,000
Restricted CIC's not spent	-	74,500	-	1,512,700	-	-	1,587,200
Amortization of bond premiums	57,257	94,327	37,963	454,754	28,811	-	673,112
Non-Cash Capital Contributions	100,000	1,659,600	-	872,200	-	-	2,631,800
FUNDS AVAILABLE FOR CAPITAL AND OTHER	**$ 6,782,457**	**$ 8,640,523**	**$ 18,409**	**$ 20,021,316**	**$ 158,209**	**$ 26,956**	**$ 35,647,869**

ORIGINAL BUDGET FY 2025	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
REVENUES	$ 79,213,240	$ 31,951,308	$ 7,316,982	$ 28,190,020	$ 2,422,150	$ 2,826,146	$ 151,919,846
EXPENSES	76,947,353	24,691,397	7,173,169	21,585,144	2,211,436	2,826,146	135,434,645
Change in Net Position	2,265,887	7,259,911	143,813	6,604,876	210,714	-	16,485,201
ADD BACK:							
Depreciation	4,533,727	5,157,898	456,634	4,194,229	346,968	21,122	14,710,578
Restricted CIC's spent in excess of received	380,000	-	-	-	-	-	380,000
OPEB accrual	23,262	24,376	5,843	16,755	2,808	3,956	77,000
SUBTRACT:							
Principal payments on debt	1,616,169	1,697,513	219,510	2,151,809	-	-	5,685,000
Restricted CIC's not spent	-	1,001,203	-	1,620,000	-	-	2,621,203
Amortization of bond premiums	58,818	96,425	38,724	463,558	29,820	-	687,345
Non-Cash Capital Contributions	100,000	1,500,000	-	800,000	-	-	2,400,000
FUNDS AVAILABLE FOR CAPITAL AND OTHER	**$ 5,427,889**	**$ 8,147,045**	**$ 348,056**	**$ 5,780,494**	**$ 530,670**	**$ 25,078**	**$ 20,259,231**

ESTIMATED DISTRIBUTION TO THE CITY OF FORT PIERCE

AMENDED FY 2024 REVENUE BUDGET	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
GROSS REVENUE	$75,991,740	$30,962,408	$ 7,223,082	$ 40,690,220	$1,748,300	$2,903,077	$159,518,827
REVERSE:							
Purchased Power & Gas Adjustments	(3,126,600)	-	1,381,800	-	-	-	(1,744,800)
Capital Contributions	734,000	3,241,600	69,500	2,686,500	101,250	-	6,832,850
Grant Revenue	-	-	-	16,286,000	-	40,938	16,326,938
FMPA O&M Cost Recovery	-	-	-	-	-	2,131,304	2,131,304
FPUAnet Operating Revenue	-	-	-	-	1,642,000	-	1,642,000
FPUAnet Other Revenue	-	-	-	-	4,900	-	4,900
Gas Piping & Appliance Revenue	-	-	217,300	-	-	-	217,300
Gas Piping & Appliance Costs	-	-	(182,000)	-	-	-	(182,000)
Revenue for City Billing	76,340	57,508	10,782	42,420	150	-	187,200
Manatee Center Operating Revenue	-	-	-	-	-	720,835	720,835
ADJUSTED GROSS REVENUE	$78,308,000	$27,663,300	$ 5,725,700	$ 21,675,300	$ -	$ 10,000	$133,382,300
DISTRIBUTION TO CITY PAYABLE IN FY 2025	$ 4,698,480	$ 1,659,798	$ 343,542	$ 1,300,518	$ -	$ 600	$ 8,002,938

ORIGINAL FY 2025 REVENUE BUDGET	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
GROSS REVENUE	$79,213,240	$31,951,308	$ 7,316,982	$ 28,190,020	$2,422,150	$2,826,146	$151,919,846
REVERSE:							
Purchased Power & Gas Adjustments	(1,901,100)	-	1,439,000	-	-	-	(462,100)
Capital Contributions	600,000	3,100,000	55,000	2,570,000	20,000	-	6,345,000
Grant Revenue	2,150,000	-	-	3,980,000	-	39,304	6,169,304
FMPA O&M Cost Recovery	-	-	-	-	-	2,047,662	2,047,662
FPUAnet Operating Revenue	-	-	-	-	2,394,000	-	2,394,000
FPUAnet Other Revenue	-	-	-	-	8,000	-	8,000
Gas Piping & Appliance Revenue	-	-	217,000	-	-	-	217,000
Gas Piping & Appliance Costs	-	-	(182,000)	-	-	-	(182,000)
Revenue for City Billing	76,340	57,508	10,782	42,420	150	-	187,200
Manatee Center Operating Revenue	-	-	-	-	-	729,180	729,180
ADJUSTED GROSS REVENUE	$78,288,000	$28,793,800	$ 5,777,200	$ 21,597,600	$ -	$ 10,000	$134,466,600
DISTRIBUTION TO CITY PAYABLE IN FY 2026	$ 4,697,280	$ 1,727,628	$ 346,632	$ 1,295,856	$ -	$ 600	$ 8,067,996

BUDGETED STATEMENT OF NET POSITION

The first page of the Budgeted Statement of Net Position displays the Total Assets and Deferred Outflows of resources, and the second page displays the Total Liabilities, Deferred Inflows of Resources and Net Position of the statement. Total Assets and Deferred Outflows are equal to Total Liabilities, Deferred Inflows plus Total Net Position, which are projected to be $485,518,000 as of September 30, 2024 and $494,213,000 as of September 30, 2025.

The increase in Total Current Assets for FY 2024 and FY 2025 is a result of progression of the construction of the Mainland Water Reclamation Facility and system expansion projects. The spenddown of the bond proceeds is expected to be at 50% by the end of Fiscal Year 2024 and is on target for 85% spenddown by the end of June 2025. As the spenddown of the bond proceeds occur the amount restricted for specific capital projects will decline. The increase in the Rate Stabilization Fund levels, to minimize volatility to the cost of purchase power, will affect Deferred Inflows of Resources in the FY 2024 and FY 2025 budgets.

The current ratios on restricted and unrestricted accounts demonstrate FPUA's ability to pay debt, which is a key indicator of solvency. Higher ratios indicate an increased ability to repay debt. The debt to equity ratio of 0.79 in the FY 2025 Original Budget shows that for every dollar of internal financing, there will be $0.79 in financed debt. Debt Service coverage ratio is a ratio of Net Available Income to the Net Cash required to cover our Debt Service.

Selected financial ratios are highlighted below:

FINANCIAL RATIOS	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025
Current Ratio:			
Unrestricted Assets	4.37	6.53	5.78
Restricted Assets	1.67	1.93	1.94
Debt to Equity Ratio	1.02	0.86	0.79
Debt Service Ratio	2.52x	3.03x	2.72x

Net Position is defined as the difference between FPUA's Assets and Liabilities, as displayed on the Budgeted Statement of Net Position. Projected changes in Net Position are as follows:

NET POSITION	Dollars in thousands		
	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
Net Position - Beginning of Year	$ 209,428	$ 224,835	$ 255,482
Change in Net Position	15,407	30,647	16,485
Net Position - End of Year	$ 224,835	$ 255,482	$ 271,967

BUDGETED STATEMENT OF NET POSITION
(Dollars in Thousands)

	ACTUAL 9/30/22	ACTUAL 9/30/23	AMENDED BUDGET 9/30/24	ORIGINAL BUDGET 9/30/25	CHANGE 9/30/24 TO 9/30/25 $	CHANGE 9/30/24 TO 9/30/25 %
ASSETS AND DEFERRED OUTFLOWS						
ASSETS						
Current Assets:						
Equity in Pooled Cash and Investments	$ 21,646	$ 35,159	$ 51,853	$ 42,509	$ (9,344)	(18.02%)
Accounts Receivable, Net of Allowance for Uncollectible Accounts	11,246	10,797	10,655	11,045	390	3.66%
Unbilled Receivables	7,848	7,571	7,571	7,571	-	0.00%
Due from Other Governments	720	773	772	322	(450)	(58.29%)
Inventories and Other Current Assets	7,172	12,151	12,134	11,879	(255)	(2.10%)
Restricted Equity in Pooled Cash and Investments	17,716	22,249	24,091	27,949	3,858	16.01%
Restricted Cash with Fiscal Agent	6,181	8,554	11,867	8,845	(3,022)	(25.47%)
Total Current Assets	72,529	97,254	118,943	110,120	(8,823)	(7.42%)
Noncurrent Assets:						
Capital Assets:						
Utility Plant in Service	505,540	515,567	529,817	544,317	14,500	2.74%
Construction Work in Progress	23,731	47,403	97,903	173,952	76,049	77.68%
Less Accumulated Depreciation	(304,528)	(318,052)	(333,001)	(347,212)	(14,211)	4.27%
Right to Use Assets	-	156	156	156	-	0.00%
Less Accumulated Depreciation	-	(18)	(18)	(18)	-	0.00%
Right to Use Subscription Asset	-	441	441	441	-	0.00%
Less Accumulated Depreciation	-	(65)	(65)	(65)	-	0.00%
Total Capital Assets (net of Accumulated Depreciation)	224,743	245,432	295,233	371,571	76,338	25.86%
Other Noncurrent Assets:						
FMPA Working Capital Receivable	1,919	1,919	1,919	1,919	-	0.00%
Preliminary Surveys	69	41	42	42	-	0.00%
Restricted Equity in Pooled Cash and Investments	124,764	106,314	61,313	3,627	(57,686)	(94.08%)
Total Other Noncurrent Assets	126,752	108,274	63,274	5,588	(57,686)	(91.17%)
Total Noncurrent Assets	351,495	353,706	358,507	377,159	18,652	5.20%
TOTAL ASSETS	424,024	450,960	477,450	487,279	9,829	2.06%
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Pension Outflow	17,920	11,001	8,357	8,357	-	0.00%
Purchased Power and Gas Under-Recovery	-	-	-	-	-	0.00%
Deferred OPEB Outflow	352	276	276	276	-	
Deferred Amount on Debt Refunding	440	412	412	412	-	0.00%
TOTAL DEFERRED OUTFLOWS OF RESOURCES	18,712	11,689	9,045	9,045	-	0.00%
TOTAL ASSETS AND DEFERRED OUTFLOWS	$442,736	$462,649	$486,495	$496,324	$ 9,829	2.02%

BUDGETED STATEMENT OF NET POSITION
(Dollars in Thousands)

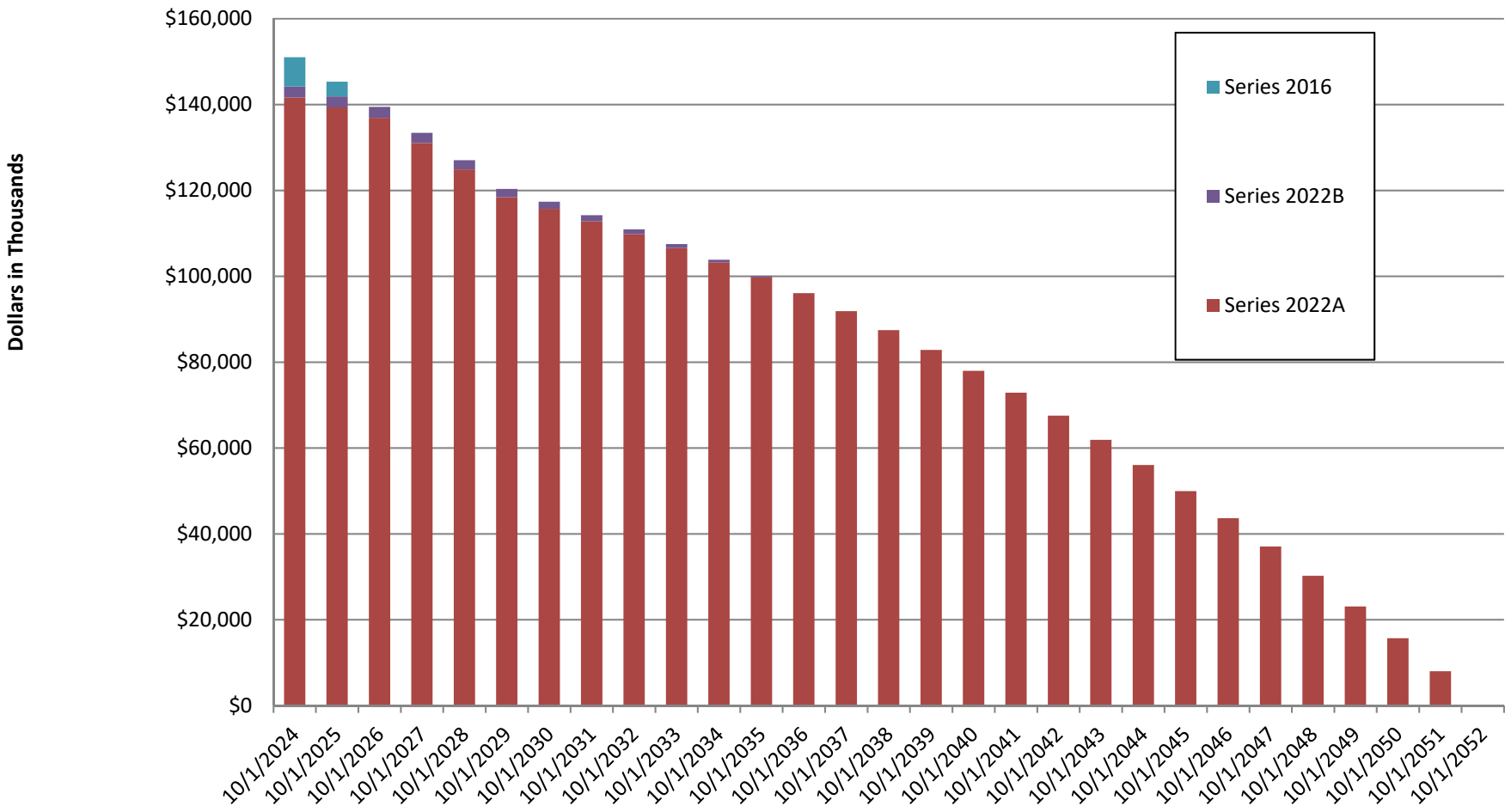
	ACTUAL 9/30/22	ACTUAL 9/30/23	AMENDED BUDGET 9/30/24	ORIGINAL BUDGET 9/30/25	CHANGE 9/30/24 TO 9/30/25 $	CHANGE 9/30/24 TO 9/30/25 %
LIABILITIES, DEFERRED INFLOWS AND NET POSITION						
LIABILITIES						
Current Liabilities:						
Accounts Payable and Accrued Expenses	$ 13,061	$ 13,502	$ 11,001	$ 11,001	$ -	0.00%
Due to City of Fort Pierce	941	953	953	953	-	0.00%
Customer Deposits	8,989	9,429	9,679	9,930	251	2.59%
Revenue Bonds Payable - restricted assets	4,668	5,575	5,628	5,685	57	1.01%
Accrued Interest Payable - restricted assets	1,925	3,394	3,368	3,340	(28)	(0.83%)
Accrued Compensated Absences	335	348	348	348	-	0.00%
Lease Liability	11	28	26	28	2	7.69%
Subscription Asset Liability	-	100	100	100	-	0.00%
Other Current Liabilities	411	277	272	267	(5)	(1.84%)
Total Current Liabilities	30,341	33,606	31,375	31,652	277	0.88%
Noncurrent Liabilities:						
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums Restricted portion $61,227 in 2024	169,607	163,823	157,760	151,378	(6,382)	(4.05%)
Accrued Compensated Absences	1,785	1,923	1,922	1,922	-	0.00%
Other Post Employment Benefits Obligation	1,333	1,336	1,413	1,490	77	5.45%
Net Pension Liability	29,536	27,665	26,950	26,950	-	0.00%
Lease Liability	-	114	75	47	(28)	(37.33%)
Subscription Asset Liability	-	109	109	109	-	0.00%
Other Non Current Liabilities	-	35	35	35	-	0.00%
Total Noncurrent Liabilities	202,261	195,005	188,264	181,931	(6,333)	(3.36%)
TOTAL LIABILITIES	232,602	228,611	219,639	213,583	(6,056)	(2.76%)
DEFERRED INFLOWS OF RESOURCES						
Purchased Power and Gas Over-Recovery	311	8,884	11,083	10,483	(600)	(5.41%)
Deferred Pension Inflow	377	302	273	273	-	0.00%
Deferred OPEB Inflow	18	17	18	18	-	0.00%
Total Deferred Inflows of Resources	706	9,203	11,374	10,774	(600)	(5.28%)
NET POSITION						
Net Investment in Capital Assets	171,439	171,276	179,833	202,380	22,547	12.54%
Restricted for Capital Improvement Charges	8,315	12,405	13,992	16,233	2,241	16.02%
Restricted for Debt Service	5,457	1,977	1,977	1,977	-	0.00%
Restricted for Emergencies	900	900	900	1,150	250	27.78%
Restricted for Renewals and Replacements	500	500	500	500	-	0.00%
Unrestricted	22,817	37,777	58,280	49,727	(8,553)	(14.68%)
Total Net Position	209,428	224,835	255,482	271,967	16,485	6.45%
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$442,736	$462,649	$486,495	$496,324	$ 9,829	2.02%

OUTSTANDING DEBT

FPUA has four revenue bond series outstanding. All are collateralized by pledge of the net revenues of the combined systems as required by bond covenants. On June 21, 2022, FPUA completed a new tax-exempt debt issuance that refinanced a portion of our existing debt and provided funding for capital improvements. This restructuring extends debt service out to FY 2052, permitting relocation of the wastewater plant and necessary expansion projects to take place. As of June 30, 2024 the existing outstanding debt consists of:

- $143,500,000 Utilities Refunding Revenue Bonds, Series 2022A, interest varying from 4.00% to 5.00%. The bonds mature October 1, 2024 through October 1, 2052, with annual principal amounts ranging from $950,000 to $6,460,000. The outstanding balance as of June 30, 2024 was $142,595,000.
- $2,500,000 Utilities Revenue Bonds, Series 2022B, interest fixed at 5.00%. The bonds mature October 1, 2027 through October 1, 2036, with annual principal amounts ranging from $200,000 to $315,000. The outstanding balance as of June 30, 2024 was $2,550,000.
- $10,223,000 Utilities Revenue Capital Appreciation Bonds, Series 1999B, yield at 5.90%. The bond matures October 1, 2024 and carries a principal amount totaling $4,335,000. The accreted value as of June 30, 2024 was $4,274,000.
- $9,545,000 Utilities Revenue Bond, Series 2016, interest fixed at 2.14%. Future bond maturity dates October 1, 2024 through October 1, 2026 carry annual principal amounts ranging from $343,000 to $3,451,000. The outstanding balance as of June 30, 2024 was $7,169,000.

Outstanding Debt Through Maturity



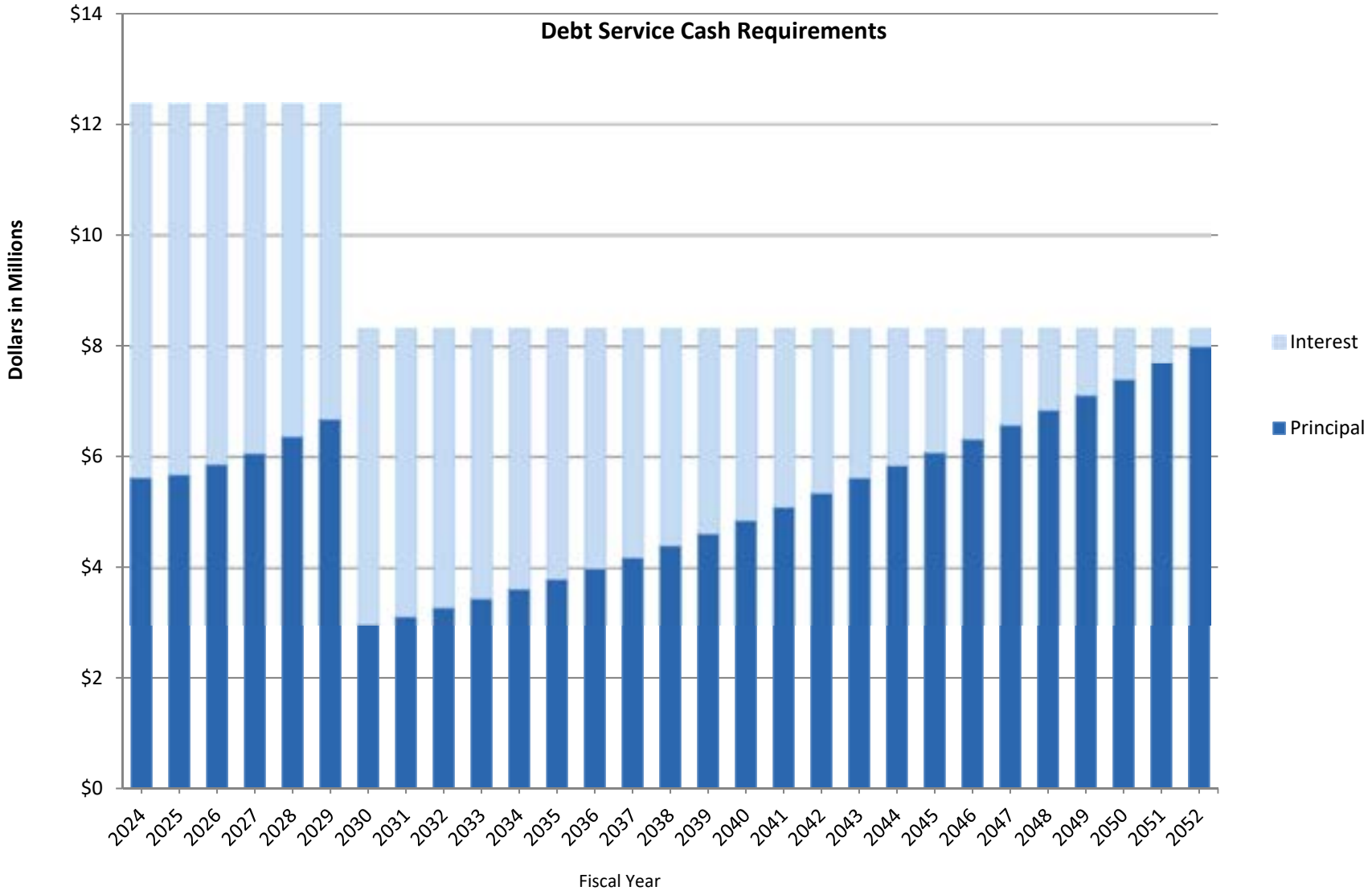
DEBT SERVICE

Following is a summary of each system's cost of borrowed money, including principal repayments and interest expense associated with the retirement of outstanding bonded debt. FPUA does not have a legally mandated debt limit. This schedule includes accretion of Capital Appreciation Bonds, which is not included in the calculation of debt service coverage.

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
ELECTRIC				
Principal	$ 1,924,150	$ 2,013,121	$ 2,020,802	$ 1,616,169
Interest	1,058,821	895,448	792,848	684,254
Total	2,982,971	2,908,569	2,813,650	2,300,423
WATER				
Principal	1,868,600	2,005,151	2,015,103	1,697,513
Interest	1,128,299	1,229,760	1,127,615	1,019,524
Total	2,996,899	3,234,911	3,142,718	2,717,037
NATURAL GAS				
Principal	116,700	169,693	172,525	219,510
Interest	159,173	396,148	387,546	378,462
Total	275,873	565,841	560,071	597,972
WASTEWATER				
Principal	758,550	1,387,036	1,419,570	2,151,809
Interest	1,601,276	4,614,910	4,544,792	4,470,836
Total	2,359,826	6,001,946	5,964,362	6,622,645
FPUAnet				
Principal	-	-	-	-
Interest	35,417	127,500	127,500	127,500
Total	35,417	127,500	127,500	127,500
TOTAL ALL SYSTEMS	$ 8,650,986	$ 12,838,767	$ 12,608,301	$ 12,365,577
SUMMARY				
Principal	$ 4,668,000	$ 5,575,000	$ 5,628,000	$ 5,685,000
Interest	3,982,986	7,263,767	6,980,301	6,680,577
Total	$ 8,650,986	$ 12,838,767	$ 12,608,301	$ 12,365,577

DEBT SERVICE CASH REQUIREMENTS BY FISCAL YEAR

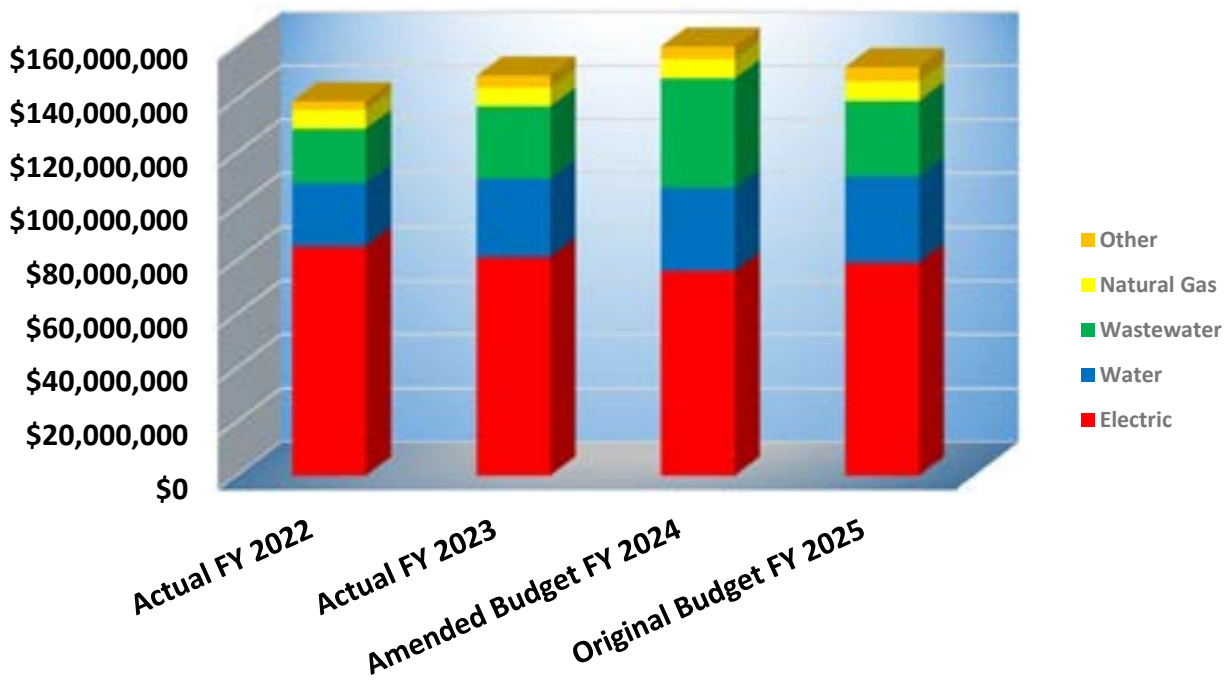
Year Ending September 30	Principal	Interest	Total
2024	$ 5,628,000	$ 6,735,417	$ 12,363,417
2025	5,685,000	6,680,576	12,365,576
2026	5,871,000	6,492,851	12,363,851
2027	6,065,000	6,298,000	12,363,000
2028	6,370,000	5,994,750	12,364,750
2029	6,685,000	5,676,250	12,361,250
2030	2,980,000	5,342,000	8,322,000
2031	3,130,000	5,193,000	8,323,000
2032	3,290,000	5,036,500	8,326,500
2033	3,455,000	4,872,000	8,327,000
2034	3,625,000	4,699,250	8,324,250
2035	3,805,000	4,518,000	8,323,000
2036	3,995,000	4,327,750	8,322,750
2037	4,195,000	4,128,000	8,323,000
2038	4,405,000	3,918,250	8,323,250
2039	4,625,000	3,698,000	8,323,000
2040	4,860,000	3,466,750	8,326,750
2041	5,100,000	3,223,750	8,323,750
2042	5,355,000	2,968,750	8,323,750
2043	5,625,000	2,701,000	8,326,000
2044	5,850,000	2,476,000	8,326,000
2045	6,080,000	2,242,000	8,322,000
2046	6,325,000	1,998,800	8,323,800
2047	6,580,000	1,745,800	8,325,800
2048	6,845,000	1,482,600	8,327,600
2049	7,115,000	1,208,800	8,323,800
2050	7,400,000	924,200	8,324,200
2051	7,700,000	628,200	8,328,200
2052	8,005,000	320,200	8,325,200
Totals	**$ 156,649,000**	**$ 108,997,444**	**$ 265,646,444**



Debt service requirements are higher prior to FY 2030 due to bond retirements during FY 2024-2026, and increased principal repayment requirements during FY 2027-2029.


FPUA
COMMUNITY PROUD

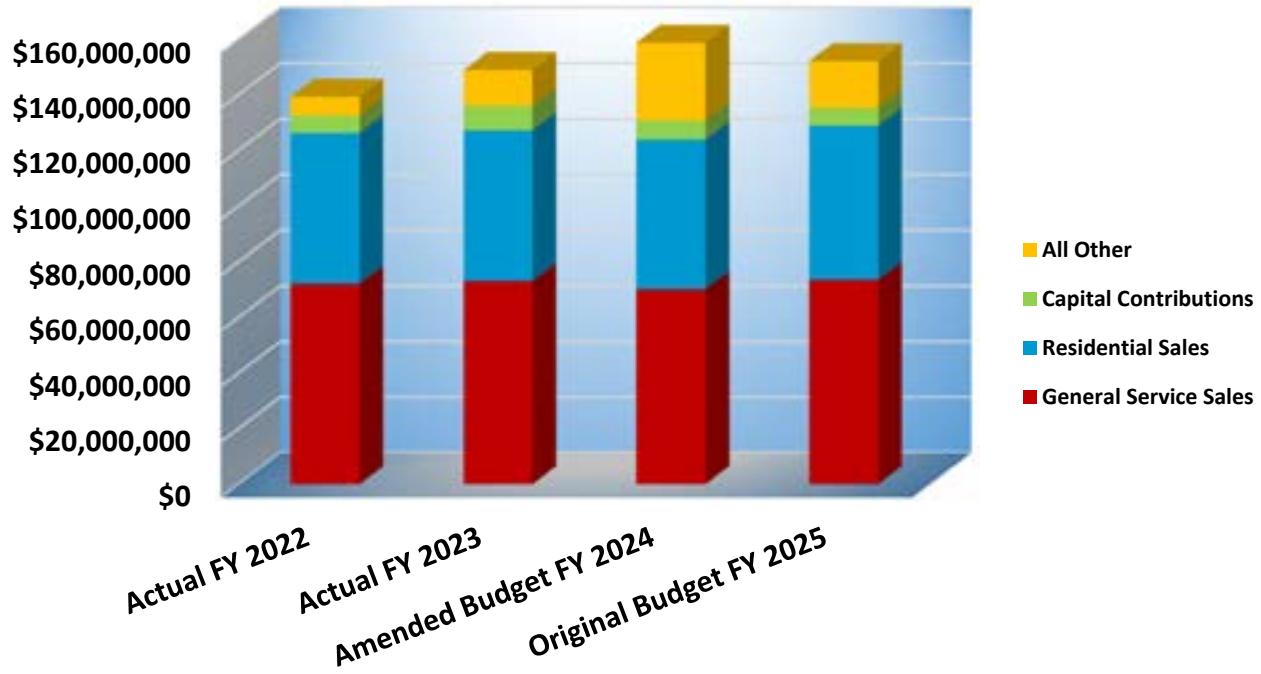
REVENUES BY SYSTEM



	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
Electric	$ 85,267,532	$ 81,252,463	$ 75,991,740	$ 79,213,240
Water	23,473,088	29,140,346	30,962,408	31,951,308
Wastewater	20,158,877	26,794,536	40,690,220	28,190,020
Natural Gas	7,009,979	6,994,112	7,223,082	7,316,982
Other	3,263,157	4,487,165	4,651,377	5,248,296
Total Revenues	$ 139,172,633	$ 148,668,622	$ 159,518,827	$ 151,919,846

FPUA staff estimated unit sales and sales revenues for FY 2024 and FY 2025 for the Electric, Water, Wastewater and Natural Gas Systems, and Other revenues which include the Treasure Coast Energy Center, Manatee Center, and FPUAnet Communications. Future unit sales and revenues are based upon projected growth, rate adjustments, historical data, financial results and statistics. The projections assume normal weather patterns. To ensure that FPUA continues to meet its goal of maintaining adequate operating reserves, staff compares revenues to spending levels on an ongoing basis.

REVENUES BY SOURCE

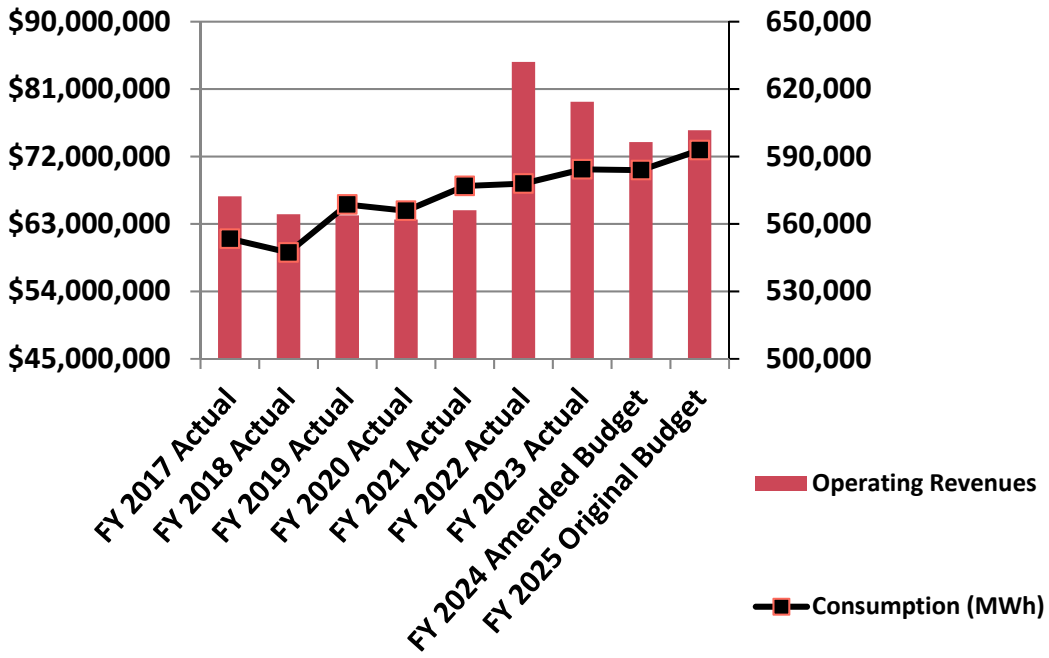


	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
General Service Sales	$ 72,051,496	$ 72,975,097	$ 71,118,900	$ 73,424,500
Residential Sales	54,143,181	54,164,469	53,618,000	55,326,900
Capital Contributions	6,244,279	8,574,876	6,832,850	6,345,000
All Other	6,733,677	12,954,181	27,949,077	16,823,446
Total Revenues	$ 139,172,633	$ 148,668,622	$ 159,518,827	$ 151,919,846

In FY 2025, FPUA expects to generate 84.7% of its revenues through rates charged to customers, the power cost adjustment (PCA), and the purchased gas adjustment (PGA). Of those sales, 57.0% is from general service sales, and 43.0% is from residential sales. The remaining 15.3% of the budget is made up of other operating, non-operating and contributed revenues. Other operating revenues include service charges such as penalties, interest and field contact charges (service turn-ons and turn-offs), as well as the Manatee Center and FPUAnet Communications revenues. Other non-operating revenues include Treasure Coast Energy Center, which is a direct reimbursement of contracted cost, grant revenue, revenue for City billing, and investment income.

ELECTRIC REVENUES

Electric operating revenues and consumption are depicted in the chart below.



The Original Budget for FY 2025 Electric operating revenues is expected to increase $1.6 million, or 2.1%, from the Amended Budget for FY 2024. The FY 2025 sales revenues include a 3.24% projected rate increase with an effective date of March 1, 2025. While projected consumption is expected to increase slightly due to infill of services, the forecasts include the adjustments to the Power Cost Adjustment (PCA) which is expected to increase in relation to natural gas prices as FMPA's pre-purchases stabilize through FY 2025. These fluctuations are directly attributable to changes in the cost to FPUA of our purchased power and are offset by increases/decreases to expense.

It is estimated that FPUA will purchase approximately 605,000 MWh and sell approximately 593,000 MWh for FY 2025. These estimates reflect an unaccounted for or, line loss factor, of 2%. The electric power cost is projected to be $46 million or $76.28 per MWh purchased for FY 2025. Based upon budgeted unit sales at current rates, electric sales revenues for FY 2025 will be approximately $75.5 million.

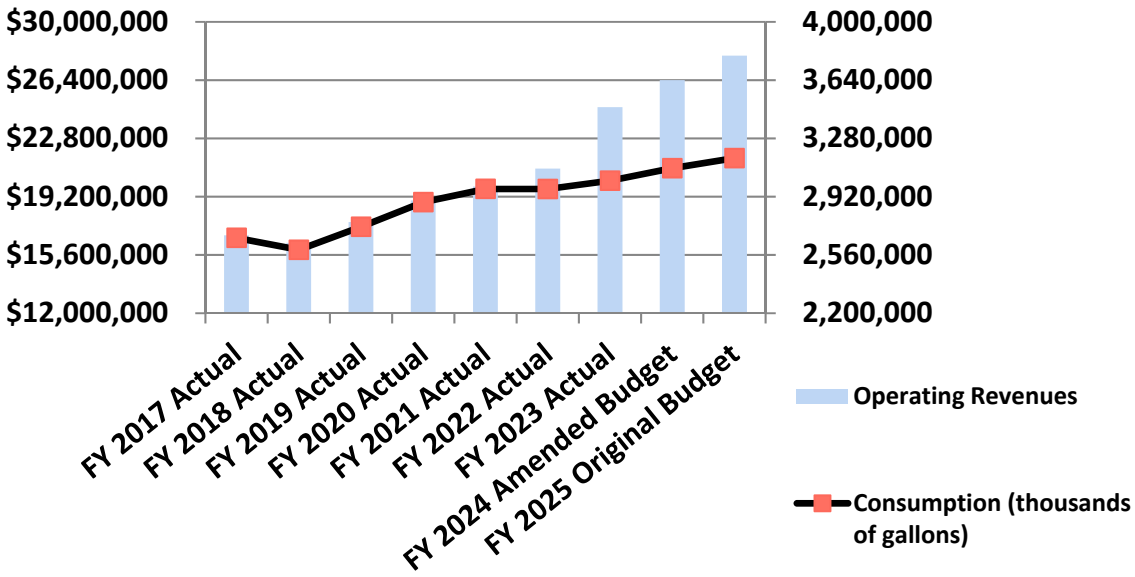
Based upon territorial boundries and the current look for infill of services, it is expected that electric customer services billed will increase by .4% FY 2024 to FY 2025.

ELECTRIC REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
SALES OF ELECTRICITY:				
RESIDENTIAL SALES:				
Inside City	$ 25,278,691	$ 26,125,853	$ 26,931,600	$ 26,987,300
Outside City	6,166,812	6,422,311	6,935,700	6,977,700
GENERAL SERVICE:				
Inside City	31,091,876	32,079,525	33,499,500	33,670,600
Outside City	5,629,843	6,040,740	6,960,000	7,028,800
POWER COST ADJUSTMENT:				
Residential	5,806,422	2,610,334	(1,286,700)	(784,500)
General Service	7,279,159	3,625,354	(1,839,900)	(1,116,600)
UNBILLED SERVICE REVENUE	892,700	(314,200)	-	-
RENTAL LIGHTS:				
Residential	72,410	74,501	75,700	77,400
General Service	1,091,323	1,165,767	1,197,100	1,207,300
STREETLIGHTS & TRAFFIC SIGNALS	514,500	528,871	552,800	555,500
TOTAL	83,823,737	78,359,056	73,025,800	74,603,500
OTHER OPERATING REVENUES	782,156	933,285	882,800	885,900
TOTAL OPERATING REVENUES	84,605,893	79,292,341	73,908,600	75,489,400
NON-OPERATING REVENUES				
INVESTMENT INCOME	65,316	1,051,235	1,251,300	876,000
REVENUE FOR CITY BILLING	76,846	76,340	76,340	76,340
MISCELLANEOUS INCOME	19,046	21,592	21,500	21,500
GAIN (LOSS) ON DISPOSITION OF PROPERTY	12,956	-	-	-
GRANT REVENUE	110,910	75,569	-	2,150,000
TOTAL NON-OPERATING REVENUES	285,074	1,224,736	1,349,140	3,123,840
REVENUES BEFORE CAPITAL CONTRIBUTIONS	84,890,967	80,517,077	75,257,740	78,613,240
CAPITAL CONTRIBUTIONS				
CONTRIBUTED CAPITAL - CASH	331,407	517,154	634,000	500,000
CONTRIBUTED CAPITAL - NONCASH	45,158	218,232	100,000	100,000
TOTAL CAPITAL CONTRIBUTIONS	376,565	735,386	734,000	600,000
TOTAL REVENUES	$ 85,267,532	$ 81,252,463	$ 75,991,740	$ 79,213,240

WATER REVENUES

Water operating revenues and consumption are depicted in the chart below.



FY 2025 Water operating revenues are expected to increase by 5.7% when compared to the Amended FY 2024 levels. These revenues include a 3.24% projected rate increase, effective March 1, 2025.

Consumption is expected to increase 2.01% from FY 2024 to FY 2025. It is estimated that FPUA will sell approximately 3.2 billion gallons of water in FY 2025. Based upon these unit sales at current rates, water sales revenue for FY 2025 will be approximately $27.9 million.

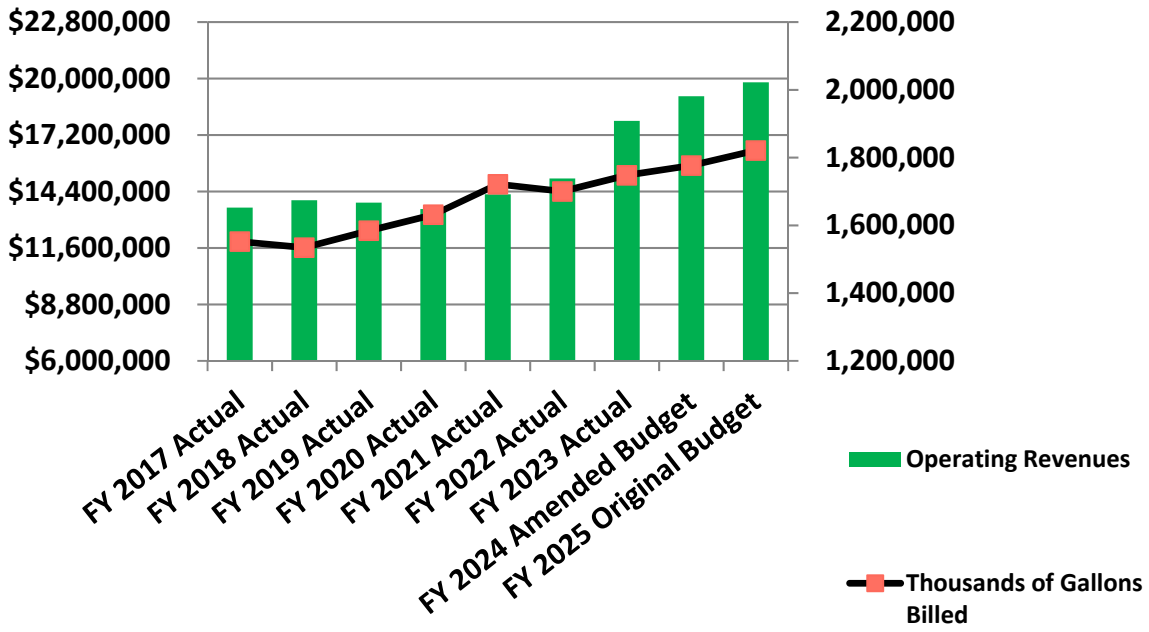
New residential home developments continue, coupled with commercial expansion projects, the number of water customer services billed is projected to increase by 1.8% from FY 2024 to FY 2025.

WATER REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
SALES OF WATER:				
RESIDENTIAL SALES:				
Inside City	$ 5,955,437	$ 7,230,165	$ 7,205,200	$ 7,587,100
Outside City	2,321,714	2,813,912	3,519,000	3,847,300
GENERAL SERVICE:				
Inside City	6,497,162	7,811,720	7,599,600	7,991,500
Outside City	3,529,593	4,345,757	5,087,300	5,443,600
UNBILLED SERVICE REVENUE	261,300	(20,000)	-	-
SALES FOR RESALE	1,944,948	2,098,650	2,482,400	2,533,700
UNMETERED FIRE PROTECTION	185,110	223,596	260,600	266,300
TOTAL	20,695,264	24,503,800	26,154,100	27,669,500
OTHER OPERATING REVENUES	237,325	228,186	243,500	238,300
TOTAL OPERATING REVENUES	20,932,589	24,731,986	26,397,600	27,907,800
NON-OPERATING REVENUES				
INVESTMENT INCOME	15,645	536,125	1,264,700	885,000
GRANT REVENUE	35,446	12,236	-	-
REVENUE FOR CITY BILLING	57,152	57,508	57,508	57,508
MISCELLANEOUS INCOME	7,074	7,809	1,000	1,000
GAIN (LOSS) ON DISPOSITION OF PROPERTY	1,476	(564)	-	-
TOTAL NON-OPERATING REVENUES	116,793	613,114	1,323,208	943,508
REVENUES BEFORE CAPITAL CONTRIBUTIONS	21,049,381	25,345,100	27,720,808	28,851,308
CAPITAL CONTRIBUTIONS				
CAPITAL IMPROVEMENT CHARGES	1,140,668	2,311,521	1,265,500	1,300,000
CONTRIBUTED CAPITAL - CASH	726,727	115,346	316,500	300,000
CONTRIBUTED CAPITAL - NONCASH	556,312	1,368,379	1,659,600	1,500,000
TOTAL CAPITAL CONTRIBUTIONS	2,423,707	3,795,246	3,241,600	3,100,000
TOTAL REVENUES	$ 23,473,088	$ 29,140,346	$ 30,962,408	$ 31,951,308

WASTEWATER REVENUES

Wastewater operating revenues and gallons billed are depicted in the chart below.



Total FY 2025 Wastewater operating revenues are up when compared with the Amended FY 2024, increasing with a planned implementation rate adjustment effective March 1, 2025 of 3.24%.

It is estimated that FPUA will bill approximately 1.8 billion gallons during FY 2025. With rate increases in place, wastewater charges for FY 2025 are estimated to be $19.8 million. Wastewater volumes typically follow the trend set by water consumption. Expansion projects planned for septic to sewer converions are expected to increase revenue and the number of services billed.

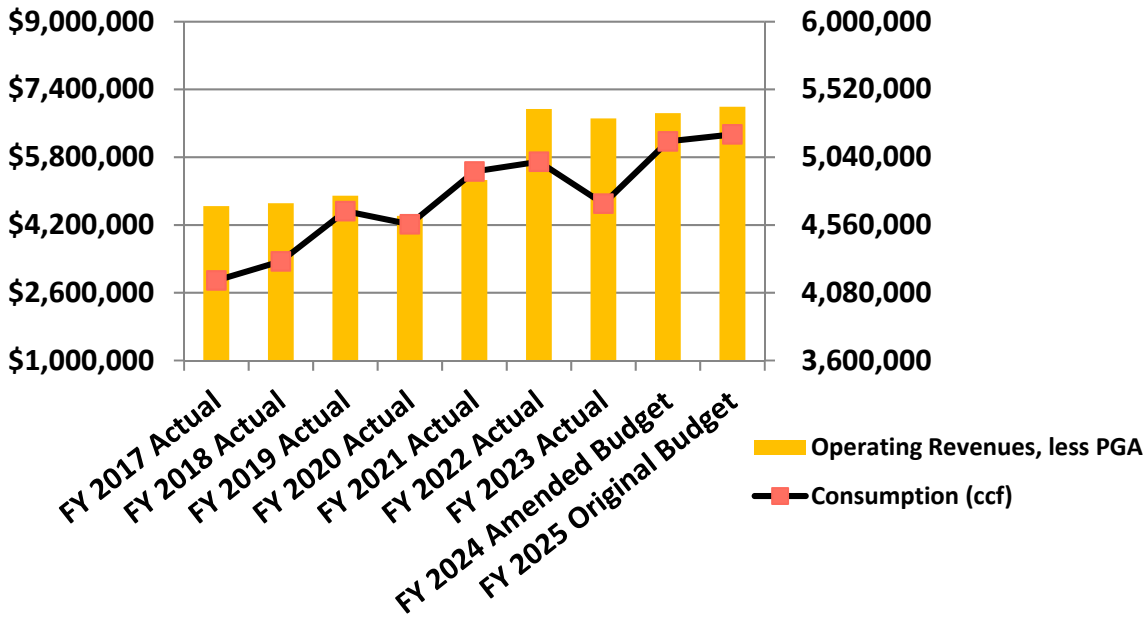
New resudential home developments continues, coupled with commercil expansion projects the number of wastewater customer services billed, is anticipated to increase by 2.4% FY 2024 to FY 2025.

WASTEWATER REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
WASTEWATER CHARGES:				
RESIDENTIAL:				
Inside City	$ 5,804,892	$ 7,052,115	$ 7,747,900	$ 7,999,900
Outside City	715,534	$ 877,429	889,700	1,009,700
GENERAL SERVICE:				
Inside City	6,118,275	7,486,564	7,784,200	8,034,200
Outside City	1,246,349	1,504,298	1,750,000	1,885,800
REVENUE FROM ST. LUCIE COUNTY	703,906	681,006	599,200	608,300
UNBILLED SERVICE REVENUE	197,000	14,600	-	-
TOTAL	14,785,957	17,616,012	18,771,000	19,537,900
OTHER OPERATING REVENUES	257,280	279,505	347,800	270,200
TOTAL OPERATING REVENUES	15,043,237	17,895,518	19,118,800	19,808,100
NON-OPERATING REVENUES				
INVESTMENT INCOME	12,153	1,710,606	2,554,800	1,788,000
REVENUE FOR CITY BILLING	42,101	42,420	42,420	42,420
GRANT REVENUE	1,709,813	3,819,417	16,286,000	3,980,000
MISCELLANEOUS INCOME	3,427	1,323	1,700	1,500
GAIN (LOSS) ON DISPOSITION OF PROPERTY	1,302	(2,718)	-	-
TOTAL NON-OPERATING REVENUES	1,768,797	5,571,048	18,884,920	5,811,920
REVENUES BEFORE CAPITAL CONTRIBUTIONS	16,812,033	23,466,565	38,003,720	25,620,020
CAPITAL CONTRIBUTIONS				
CAPITAL IMPROVEMENT CHARGES	1,980,587	2,945,344	1,703,700	1,670,000
CONTRIBUTED CAPITAL - CASH	203,739	(43,080)	110,600	100,000
CONTRIBUTED CAPITAL - NONCASH	1,162,517	425,707	872,200	800,000
TOTAL CAPITAL CONTRIBUTIONS	3,346,844	3,327,971	2,686,500	2,570,000
TOTAL REVENUES	$ 20,158,877	$ 26,794,536	$ 40,690,220	$ 28,190,020

NATURAL GAS

Natural Gas operating revenues and consumption are depicted in the chart below.



Budgeted operating revenues for Natural Gas in FY 2025 are expected to be slightly higher than the Amended FY 2024 levels with a projected rate adjustment effective March 1, 2025 of 3.24%.

Staff estimates that FPUA will purchase approximately 5,215,000 ccf in FY 2024 and approximately 4,880,000 ccf in FY 2025. At current rates, natural gas sales revenues for FY 2025 will be approximately $7.0 million.

Based upon a review of historical customer statistics and the most recent plans for new development, it is expected that natural gas customer services billed will increase by 7.7% from FY 2024 to FY 2025. FPUA continues to promote commercial and residential natural gas usage. Expansion of the Natural Gas service area is expected to bring additional commercial customers to Fort Pierce. The completion in the next one to two years of the new gate station will increase the gas customer base. Development is happening and the trend is anticipated to continue for the next several years.

NATURAL GAS REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
SALES OF NATURAL GAS:				
RESIDENTIAL SALES:				
Inside City	$ 1,115,718	$ 1,171,468	$ 1,283,300	$ 1,307,300
Outside City	183,059	197,208.47	217,800	221,900
GENERAL SERVICE:				
Inside City	2,263,443	2,378,101	2,450,200	2,494,700
Outside City	795,983	906,506	1,001,100	1,017,600
CONTRACT SALES:				
Commercial	298,789	196,156	183,300	186,900
Industrial	196,481	214,857	239,500	244,000
HEAT ONLY:				
Residential	5,454	5,293	5,900	6,000
General Service	1,976	2,172	2,300	2,300
PURCHASED GAS ADJUSTMENT:				
Residential	74,657	89,559	72,100	69,000
General Service	1,862,243	1,459,295	1,309,700	1,370,000
COMPRESSED NATURAL GAS	20,919	21,982	20,800	20,800
UNBILLED SERVICE REVENUE	71,000	18,100	-	-
TOTAL	6,889,720	6,660,699	6,786,000	6,940,500
OTHER OPERATING REVENUES	45,958	54,078	51,800	50,700
TOTAL OPERATING REVENUES	6,935,678	6,714,776	6,837,800	6,991,200
NON-OPERATING REVENUES				
INVESTMENT INCOME	5,122	193,685	269,700	225,000
REVENUE FOR CITY BILLING	10,932	10,783	10,782	10,782
GAS PIPING & APPLIANCE SALES	179,518	198,822	217,300	217,000
GAS PIPING & APPLIANCE COSTS	(181,066)	(191,342)	(182,000)	(182,000)
MISCELLANEOUS INCOME	46	-	-	-
GAIN (LOSS) ON DISPOSITION OF PROPERTY	363	-	-	-
GRANT REVENUE	5,085	1,715	-	-
TOTAL NON-OPERATING REVENUES	20,000	213,663	315,782	270,782
REVENUES BEFORE CAPITAL CONTRIBUTIONS	6,955,678	6,928,439	7,153,582	7,261,982
CONTRIBUTED CAPITAL - CASH	54,301	65,673	69,500	55,000
TOTAL REVENUES	$ 7,009,979	$ 6,994,112	$ 7,223,082	$ 7,316,982

MANATEE CENTER REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
FPUA CONTRIBUTION	$ 212,899	$ 269,472	$ 515,835	$ 519,180
GIFT SHOP SALES	197,745	166,522	146,000	150,000
BOAT TOURS	31,304	-	-	-
DONATIONS	6,881	6,123	3,000	3,000
ADMISSIONS	37,313	46,463	46,000	47,000
TEACHING INCOME & CAMPS	15,648	13,099	10,000	10,000
MEMBERSHIPS	680	150	-	-
FUND RAISING INCOME	214	256	-	-
TOTAL OPERATING REVENUES	502,684	502,085	720,835	729,180
NON-OPERATING REVENUES				
GRANT REVENUE	46,014	109,275	40,938	39,304
GAIN (LOSS) ON DISPOSITION OF PROPERTY	1,505	92,917	10,000	10,000
TOTAL NON-OPERATING REVENUES	47,519	202,192	50,938	49,304
CONTRIBUTED CAPITAL - NONCASH	7,626	-	-	-
TOTAL REVENUES	$ 557,829	$ 704,276	$ 771,773	$ 778,484

FPUAnet COMMUNICATIONS REVENUES

	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
OPERATING REVENUES				
DEDICATED INTERNET ACCESS	$ 206,374	$ 294,460	$ 397,000	$ 415,000
FIBER BANDWIDTH CONNECTIONS	126,058	113,480	131,000	133,000
COMMERICAL	-	25,585	66,000	177,000
RESIDENTIAL	-	383	23,000	119,000
DARK FIBER TRANSMISSION	260,415	537,113	1,025,000	1,550,000
WIRELESS BROADBAND INTERNET ACCESS	2,340	(27)	-	-
WIRELESS BANDWIDTH CONNECTIONS	1,041	-	-	-
OTHER OPERATING REVENUES	4,276	4,874	-	-
TOTAL OPERATING REVENUES	600,503	975,868	1,642,000	2,394,000
NON-OPERATING REVENUES				
GATEWAY RENTALS	-	-	3,400	6,000
VOICE SERVICES	-	-	1,500	2,000
SECURITY SERVICES	-	371	-	-
REVENUE FOR CITY BILLING	168	150	150	150
GRANT REVENUE	39	3	-	-
GAIN (LOSS) ON DISPOSITION OF PROPERTY	93	-	-	-
TOTAL NON OPERATING REVENUES	301	524	5,050	8,150
REVENUES BEFORE CAPITAL CONTRIBUTIONS	600,805	976,392	1,647,050	2,402,150
CONTRIBUTED CAPITAL - CASH	35,236	650,600	101,250	20,000
TOTAL REVENUES	$ 636,040	$ 1,626,992	$ 1,748,300	$ 2,422,150

TREASURE COAST ENERGY CENTER REVENUES

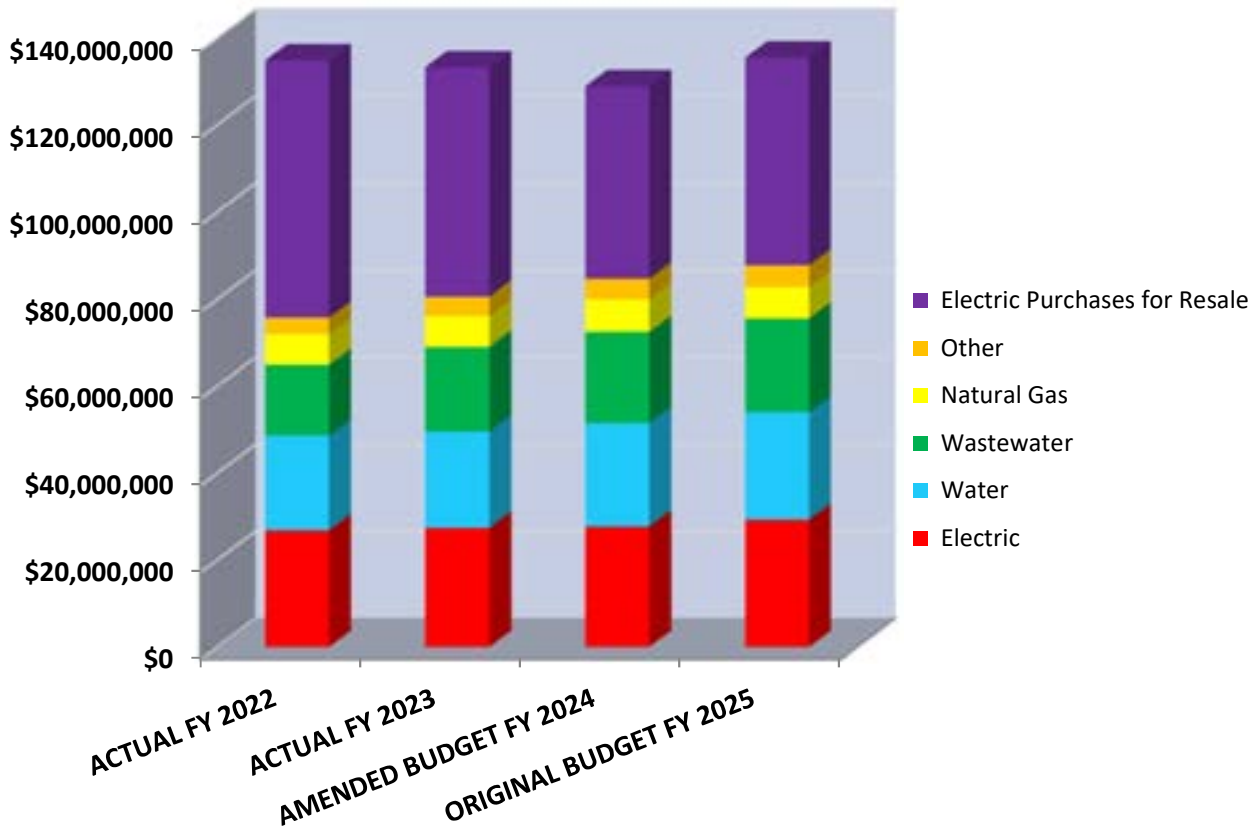
	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
NON-OPERATING REVENUES				
FMPA O&M EXPENSE RECOVERY	$ 2,069,288	$ 2,155,897	$ 2,131,304	$ 2,047,662
TOTAL NON-OPERATING REVENUES	2,069,288	2,155,897	2,131,304	2,047,662
TOTAL REVENUES	$ 2,069,288	$ 2,155,897	$ 2,131,304	$ 2,047,662


FPUA
COMMUNITY PROUD

OPERATIONS AND MAINTENANCE EXPENSES BY DEPARTMENT

Department Name	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
01 - Manatee Center	$ 557,513	$ 704,267	$ 766,198	$ 777,884
02 - Treasure Coast Energy Center	2,069,288	2,155,897	2,131,304	2,047,662
10 - Board	118,082	121,996	129,337	131,992
11 - Director of Utilities	482,760	469,663	492,235	483,776
12 - General Counsel	139,151	194,603	499,565	505,690
14 - Chief Financial Officer	542,810	526,953	333,837	320,371
15 - Human Resources	425,116	476,476	597,897	584,034
18 - Safety	165,957	177,359	212,639	188,094
21 - Finance	3,057,665	1,932,467	1,948,398	1,779,324
22 - Supply Chain Management	869,667	881,101	781,707	935,937
31 - Chief Operating Officer	416,909	345,647	359,270	429,013
32 - Information Technology Services	3,860,548	4,001,370	4,617,043	5,730,003
35 - Facilities	1,047,332	1,178,699	1,375,545	1,395,131
39 - Administrative & General - Manatee Cntr	316	10	5,575	600
41 - Public Affairs - Sustainability	231,949	483,759	605,476	736,918
43 - Customer Service	2,500,734	2,305,543	2,010,730	1,982,667
44 - Utility Operations	-	701,606	1,201,942	1,291,970
46 - Geospatial Technology Services	296,309	602,346	659,837	760,493
49 - Administrative & General - Administration	48,036	66,848	1,091,094	1,167,782
51 - Director of Electric & Gas Systems	264,191	301,653	361,084	369,435
53 - Electric Purchases for Resale	58,999,960	52,691,991	44,133,236	47,637,848
54 - Electric Transmission & Distribution	10,273,230	10,359,264	10,401,149	10,920,538
55 - Electric Operations	2,441,182	2,403,558	2,174,003	2,417,210
56 - Electric & Gas Engineering	1,415,038	1,478,183	1,299,601	1,435,678
59 - Administrative & General - Electric	7,871,465	8,365,432	8,877,187	9,089,100
61 - Dir of Water/Wastewater Systems	405,797	550,126	551,990	535,325
62 - Water Resources	8,335,299	8,514,259	8,756,957	9,014,569
64 - Water Distribution	5,920,204	5,858,661	6,126,712	6,120,332
66 - Water/Wastewater Engineering	1,398,262	1,264,907	1,437,262	1,548,317
69 - Administrative & General - Water	2,491,388	2,749,640	2,953,854	3,002,183
74 - Gas Operations	2,064,025	2,243,509	2,307,273	2,365,462
75 - Gas Purchases for Resale	3,512,672	3,123,982	3,200,000	2,700,000
79 - Administrative & General - Gas	616,905	849,353	897,420	906,171
82 - Water Reclamation	4,479,533	4,694,473	4,787,463	5,059,774
84 - Wastewater Collection	5,568,211	5,793,946	6,208,744	6,202,058
89 - Administrative & General - Wastewater	2,643,812	5,394,050	5,643,754	5,691,741
93 - FPUAnet Communications	949,611	1,374,038	1,535,715	1,749,624
95 - FPUAnet Purchases for Resale	76,700	55,954	60,000	80,000
99 - Administrative & General - FPUAnet	30,406	103,451	106,779	108,021
Grand Total	$ 136,588,033	$ 135,497,040	$ 131,639,812	$ 138,202,727

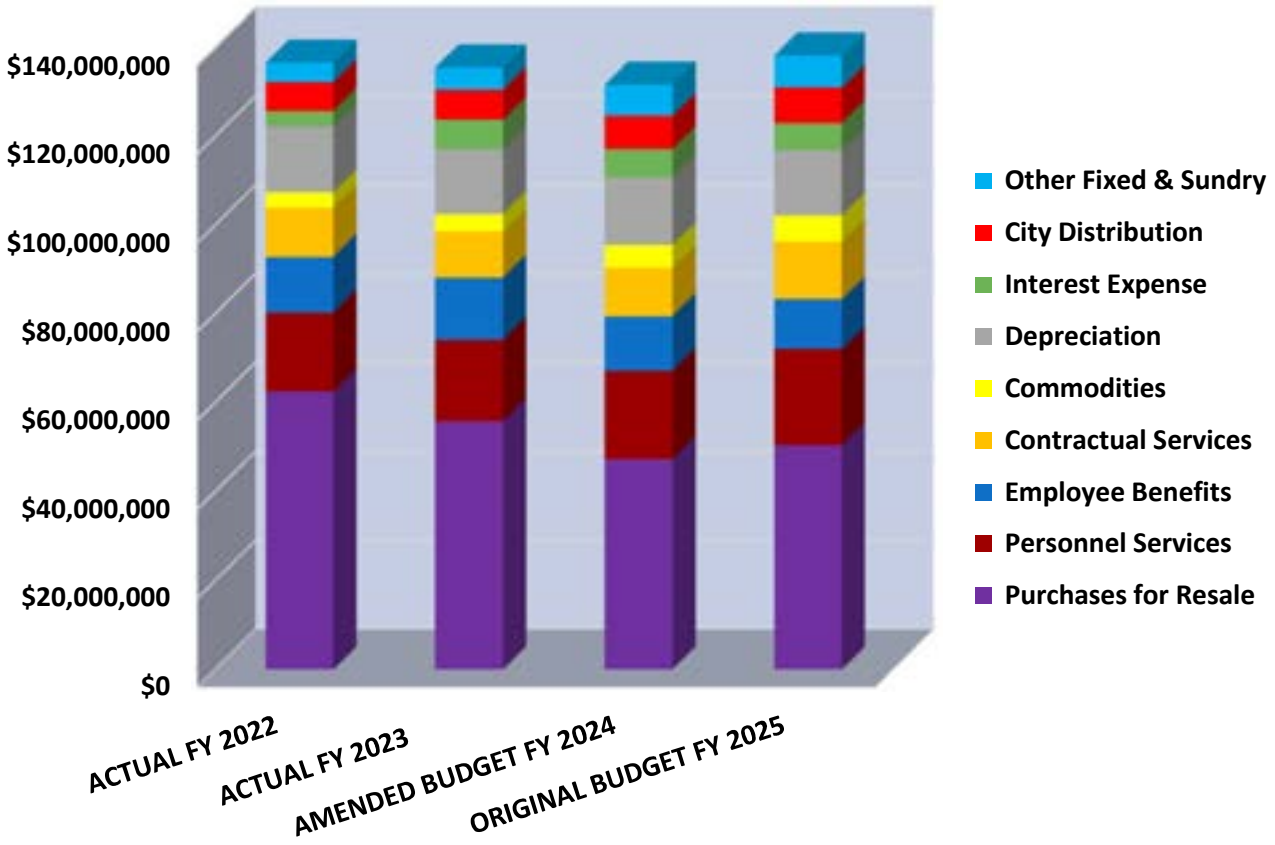
OPERATIONS & MAINTENANCE EXPENSES BY SYSTEM



	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
Electric	$ 26,862,777	$ 27,418,228	$ 27,743,085	$ 29,309,505
Electric Purchases for Resale	58,999,960	52,691,992	44,133,236	47,637,848
Water	21,763,338	22,199,946	23,831,929	24,691,397
Wastewater	16,280,954	19,429,899	20,909,052	21,585,144
Natural Gas	7,078,288	7,106,972	7,459,922	7,173,169
Other	3,810,377	4,415,009	4,794,506	5,037,582
TOTAL, net	$ 134,795,694	$ 133,262,047	$ 128,871,730	$ 135,434,645

NOTE: Excludes capitalized labor and overhead, and unallocated contingency

OPERATIONS & MAINTENANCE EXPENSES BY CATEGORY



Type	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
Purchases for Resale	$ 62,593,285	$ 55,872,099	$ 47,395,236	$ 50,419,848
Personnel Services	17,788,464	18,288,755	19,851,534	21,691,459
Employee Benefits	12,499,245	14,070,538	12,292,815	11,231,132
Contractual Services	11,010,098	10,288,283	10,838,602	12,994,942
Commodities	3,563,290	3,981,855	5,162,697	5,840,581
Depreciation	14,731,295	14,564,931	15,199,000	14,710,578
Interest Expense	3,578,404	6,638,139	6,419,538	6,105,632
City Distribution	6,524,408	6,758,421	7,467,922	8,002,938
Other Fixed & Sundry	4,299,544	5,034,019	7,012,468	7,205,617
TOTAL	$ 136,588,033	$ 135,497,040	$ 131,639,812	$ 138,202,727

OPERATIONS & MAINTENANCE EXPENSES BY OBJECT CODE

Object Code		ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 16,772,500	$ 17,034,321	$ 18,277,034	$ 20,285,959
1020	Overtime	1,015,965	1,254,434	1,574,500	1,405,500
	Personnel Services Total	17,788,465	18,288,755	19,851,534	21,691,459
	EMPLOYEE BENEFITS				
4050	Retirement	6,838,675	7,775,976	5,705,423	4,355,177
4060	FICA	1,297,684	1,343,922	1,518,642	1,659,397
4070	Employees' Insurance	4,200,978	4,580,802	4,756,000	4,899,000
4090	Vacation Pay Expense	(62,399)	52,991	-	-
4100	Sick Pay Expense	(15,418)	97,686	-	-
4110	Net OPEB Expense	76,942	78,363	77,000	77,000
4600	Workers' Compensation	162,712	137,443	225,750	237,036
4640	Unemployment Claims	72	3,355	10,000	3,522
	Employee Benefits Total	12,499,246	14,070,538	12,292,815	11,231,132
	CONTRACTUAL SERVICES				
2110	Advertising	64,105	68,174	87,182	83,528
2122	Rentals	93,847	90,268	179,985	112,911
2131	Maintenance of Structures	81,809	82,985	131,345	125,309
2132	Maintenance of Vehicles	180,638	172,880	264,430	214,198
2133	Maintenance of Equipment	155,772	187,371	218,646	295,339
2139	Maintenance/Service Contracts	4,263,207	4,043,993	3,617,878	4,526,000
2140	Postage	206,172	206,068	234,678	258,755
2151	Printing	71,503	74,776	102,737	97,712
2161	Professional Fees - Audit	54,670	68,651	62,650	56,000
2164	Professional Fees - Consult/Eng	1,094,470	878,182	1,099,000	1,478,136
2165	Temporary Labor	19,748	39,460	93,000	43,450
2166	Professional Fees - Other	955,403	191,754	216,420	255,288
2170	Training	257,473	247,937	331,063	406,639
2171	Travel	9,420	21,118	23,963	25,329
2172	Car Allowance	148,410	146,836	145,190	143,040
2190	Communications	433,621	719,604	1,255,200	1,800,300
2200	Utilities	2,650,257	2,874,946	2,516,560	2,768,200
2230	Employee Relations	70,536	36,117	76,380	80,166
2240	Business Relations	2,741	5,946	6,900	7,871
2250	Community Relations	98,610	32,662	56,100	60,483
2260	Memberships - Professional	66,905	68,139	77,853	73,411
2262	Memberships - Civic	28,375	27,940	38,651	80,086
2290	Billing - Housing Authority	2,405	2,475	2,791	2,791
	Contractual Services Total	11,010,097	10,288,283	10,838,602	12,994,942
	PURCHASES FOR RESALE				
3360	Purchases for Resale	62,593,284	55,872,099	47,395,236	50,419,848
	Purchases for Resale Total	62,593,284	55,872,099	47,395,236	50,419,848

OPERATIONS & MAINTENANCE EXPENSES BY OBJECT CODE

Object Code		ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	COMMODITIES				
3311	Office Supplies	72,997	68,772	129,059	156,337
3313	Subscriptions	24,092	70,105	1,120,710	1,448,125
3316	Operating Supplies	1,769,913	1,902,407	1,733,082	2,008,178
3320	Chemicals	1,133,390	1,361,551	1,603,000	1,653,000
3331	Vehicle Supplies	493,341	495,666	475,750	472,602
3340	Small Tools	69,557	83,354	101,096	102,339
	Commodities Total	3,563,290	3,981,855	5,162,697	5,840,581
	FIXED & SUNDRY				
4010	Cost of Goods Sold	94,800	78,738	92,400	81,100
4015	Sales Discounts	3,711	2,987	7,500	3,076
4020	Cash (Over) Short	(1,702)	(1,260)	300	300
4080	Employee Suggestions & Awards	9,944	9,395	12,600	9,396
4509	Other Taxes	38,669	38,987	38,538	40,465
4510	Gross Receipts Tax	2,050,093	2,256,646	2,490,900	2,565,600
4520	Licenses & Permits	65,239	57,601	70,545	75,853
4531	Contributions - Civic	212,898	269,472	515,835	519,180
4610	Insurance - Prop/Liability	763,498	978,009	1,548,350	1,698,185
4666	Inventory Adjustments	330,171	247,484	17,500	254,909
4700	Utility Bad Debt Expense	130,703	339,467	470,000	349,650
5730	Bank Charges	525,901	639,717	810,000	660,187
9005	Duplicate Charges	(54,630)	(50,663)	(62,000)	(52,284)
	Fixed & Sundry Total	4,169,295	4,866,580	6,012,468	6,205,617
	INTEREST EXPENSES				
5721	Interest - Bonds	3,678,604	7,263,767	6,980,301	6,680,576
5723	Interest - Deposits	42,951	17,420	86,349	86,401
5729	Interest - Other	-	13,526	26,000	26,000
5731	Amortization of Bond Discounts	(143,152)	(656,574)	(673,112)	(687,345)
	Interest Expenses Total	3,578,403	6,638,139	6,419,538	6,105,632
	MISCELLANEOUS				
5710	Storm Expenses	130,251	167,439	-	-
9000	Distribution to City of Fort Pierce	6,524,408	6,758,421	7,467,922	8,002,938
9010	Contingency	-	-	1,000,000	1,000,000
9030	Depreciation	14,731,294	14,564,931	15,199,000	14,710,578
	Miscellaneous Total	21,385,953	21,490,791	23,666,922	23,713,516
	Grand Total	$ 136,588,033	$ 135,497,040	$ 131,639,812	$ 138,202,727

ALLOCATION DISTRIBUTION

AMENDED BUDGET FY 2024

	DEPARTMENTS	CAPITAL OR UNALLOC. CONTING.	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUA Net	OTHER	TOTAL
01	Manatee Center	$ -	$ -	$ -	$ -	$ -	$ -	$ 766,198	$ 766,198
02	Treasure Coast Energy Center	-	-	-	-	-	-	2,131,304	2,131,304
10	Board	7,398	49,336	37,691	6,902	27,839	171	-	129,337
11	Director of Utilities	25,509	130,683	162,701	39,998	109,354	23,990	-	492,235
12	General Counsel	20,380	193,878	148,116	27,122	109,398	671	-	499,565
14	Chief Financial Officer	42,812	117,749	89,956	16,472	66,441	407	-	333,837
15	Human Resources	58,523	151,025	188,026	46,224	126,375	27,724	-	597,897
18	Safety	12,897	80,816	61,740	11,305	45,601	280	-	212,639
21	Finance	113,040	742,586	567,309	103,881	419,012	2,570	-	1,948,398
22	Supply Chain Management	512,885	137,341	49,947	48,926	12,850	19,758	-	781,707
31	Chief Operating Officer	20,584	94,833	118,066	29,025	79,354	17,408	-	359,270
32	Information Technology Services	269,532	1,217,303	1,515,542	372,582	1,018,622	223,462	-	4,617,043
35	Facilities	65,276	489,778	417,845	83,595	301,100	17,951	-	1,375,545
39	Administrative & General	-	-	-	-	-	-	5,575	5,575
41	Public Affairs & Sustainability	24,855	234,919	179,470	32,863	132,556	813	-	605,476
43	Customer Service	-	813,541	621,517	113,807	459,050	2,815	-	2,010,730
44	Utility Operations	-	336,544	418,997	103,006	281,615	61,780	-	1,201,942
46	Geospatial Technology	37,906	174,141	216,805	53,299	145,718	31,967	-	659,836
49	Administrative & General	4,892	304,136	378,650	93,088	254,497	55,831	-	1,091,094
51	Director of Electric & Gas Systems	9,917	351,167	-	-	-	-	-	361,084
53	Electric Purchases for Resale	-	44,133,236	-	-	-	-	-	44,133,236
54	Electric Transmission & Distribution	627,768	9,773,381	-	-	-	-	-	10,401,149
55	Electric Operations	864	2,173,139	-	-	-	-	-	2,174,003
56	Electric & Gas Engineering	-	1,299,601	-	-	-	-	-	1,299,601
59	Administrative & General	-	8,877,187	-	-	-	-	-	8,877,187
61	Director of W/WW Systems	-	-	331,194	-	220,796	-	-	551,990
62	Water Resources	-	-	8,756,957	-	-	-	-	8,756,957
64	Water Distribution	302,232	-	5,824,480	-	-	-	-	6,126,712
66	W/WW Engineering	115,485	-	793,066	-	528,711	-	-	1,437,262
69	Administrative & General	-	-	2,953,854	-	-	-	-	2,953,854
74	Gas Operations	126,866	-	-	2,180,407	-	-	-	2,307,273
75	Gas Purchases for Resale	-	-	-	3,200,000	-	-	-	3,200,000
79	Administrative & General	-	-	-	897,420	-	-	-	897,420
82	Water Reclamation	2,971	-	-	-	4,784,492	-	-	4,787,463
84	Wastewater Collection	66,827	-	-	-	6,141,917	-	-	6,208,744
89	Administrative & General	-	-	-	-	5,643,754	-	-	5,643,754
93	FPUAnet Communications	298,663	-	-	-	-	1,237,052	-	1,535,715
95	FPUAnet Purchases for Resale	-	-	-	-	-	60,000	-	60,000
99	Administrative & General	-	-	-	-	-	106,779	-	106,779
	TOTALS	**$ 2,768,082**	**$ 71,876,321**	**$ 23,831,929**	**$ 7,459,922**	**$ 20,909,052**	**$ 1,891,429**	**$ 2,903,077**	**$ 131,639,812**

ALLOCATION DISTRIBUTION

ORIGINAL BUDGET FY 2025

	DEPARTMENTS	CAPITAL OR UNALLOC. CONTING.	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUA Net	OTHER	TOTAL
01	Manatee Center	$ -	$ -	$ -	$ -	$ -	$ -	$ 777,884	$ 777,884
02	Treasure Coast Energy Center	-	-	-	-	-	-	2,047,662	2,047,662
10	Board	7,398	50,411	38,512	7,052	28,445	174	-	131,992
11	Director of Utilities	25,509	128,315	159,752	39,273	107,372	23,555	-	483,776
12	General Counsel	20,380	196,357	150,009	27,469	110,796	679	-	505,690
14	Chief Financial Officer	42,812	112,300	85,793	15,710	63,367	389	-	320,371
15	Human Resources	58,523	147,144	183,193	45,036	123,127	27,011	-	584,034
18	Safety	12,897	70,886	54,153	9,916	39,997	245	-	188,094
21	Finance	113,040	674,178	515,048	94,312	380,413	2,333	-	1,779,324
22	Supply Chain Management	512,885	216,138	78,603	76,995	20,222	31,094	-	935,937
31	Chief Operating Officer	20,584	114,361	142,378	35,002	95,695	20,993	-	429,013
32	Information Technology Services	269,532	1,528,933	1,903,520	467,962	1,279,388	280,668	-	5,730,003
35	Facilities	65,276	497,099	424,091	84,845	305,601	18,219	-	1,395,131
39	Administrative & General	-	-	-	-	-	-	600	600
41	Public Affairs & Sustainability	24,855	288,100	220,099	40,303	162,564	997	-	736,918
43	Customer Service	-	802,187	612,842	112,219	452,643	2,776	-	1,982,667
44	Utility Operations	-	361,751	450,381	110,722	302,709	66,407	-	1,291,970
46	Geospatial Technology	37,906	202,324	251,894	61,926	169,302	37,141	-	760,493
49	Administrative & General	4,892	325,609	405,383	99,660	272,465	59,773	-	1,167,782
51	Director of Electric & Gas Systems	9,917	359,518	-	-	-	-	-	369,435
53	Electric Purchases for Resale	-	47,637,848	-	-	-	-	-	47,637,848
54	Electric Transmission & Distribution	627,768	10,292,770	-	-	-	-	-	10,920,538
55	Electric Operations	864	2,416,346	-	-	-	-	-	2,417,210
56	Electric & Gas Engineering	-	1,435,678	-	-	-	-	-	1,435,678
59	Administrative & General	-	9,089,100	-	-	-	-	-	9,089,100
61	Director of W/WW Systems	-	-	321,195	-	214,130	-	-	535,325
62	Water Resources	-	-	9,014,569	-	-	-	-	9,014,569
64	Water Distribution	302,232	-	5,818,100	-	-	-	-	6,120,332
66	W/WW Engineering	115,485	-	859,699	-	573,133	-	-	1,548,317
69	Administrative & General	-	-	3,002,183	-	-	-	-	3,002,183
74	Gas Operations	126,866	-	-	2,238,596	-	-	-	2,365,462
75	Gas Purchases for Resale	-	-	-	2,700,000	-	-	-	2,700,000
79	Administrative & General	-	-	-	906,171	-	-	-	906,171
82	Water Reclamation	2,971	-	-	-	5,056,803	-	-	5,059,774
84	Wastewater Collection	66,827	-	-	-	6,135,231	-	-	6,202,058
89	Administrative & General	-	-	-	-	5,691,741	-	-	5,691,741
93	FPUAnet Communications	298,663	-	-	-	-	1,450,961	-	1,749,624
95	FPUAnet Purchases for Resale	-	-	-	-	-	80,000	-	80,000
99	Administrative & General	-	-	-	-	-	108,021	-	108,021
	TOTALS	**$ 2,768,082**	**$ 76,947,353**	**$ 24,691,397**	**$ 7,173,169**	**$ 21,585,144**	**$ 2,211,436**	**$ 2,826,146**	**$ 138,202,727**

SUMMARY OF FPUA STRATEGIC MANAGEMENT PLAN

As outlined in the budget message, FPUA's Strategic Management Plan promotes communication and cooperation, as well as encouraging departmental involvement in achieving company goals that support FPUA's long-term plan. FPUA works closely with the City of Fort Pierce to determine the five key result areas below based on the City's top priorities and Annual Action Plan to improve the rate of success for both entities. The proceeding pages show how the departments are setting goals for expansion and maintenance while tracking the key results. This demonstrates each department's continued involvement and commitment to achieving the service delivery goals that advance our mission.

	**Community Relations**	FPUA will engage internal and external stakeholders to build relationships and earn trust through collaborative communication.
	**Growth and Rates**	FPUA will strategically expand services to grow the utility and city in order to provide economical and reliable services for customers.
	**Workforce**	FPUA will retain and attract the employees necessary to lead FPUA into the future.
	**Technology**	FPUA will streamline and automate processes.
	**Utility Governance**	FPUA will provide its Board with the education and resources needed to continue to excel at the performance of its Charter responsibilities.

*For further information on all key result areas; each above listed strategic goal is linked to the budget message.

FORT PIERCE UTLITIES AUTHORITY BOARD

Mayor Linda Hudson, Barbara Bennett, Larry Lammers, Frank H. Fee IV, Kristina Gibbons

General Counsel

Caroline Valentin

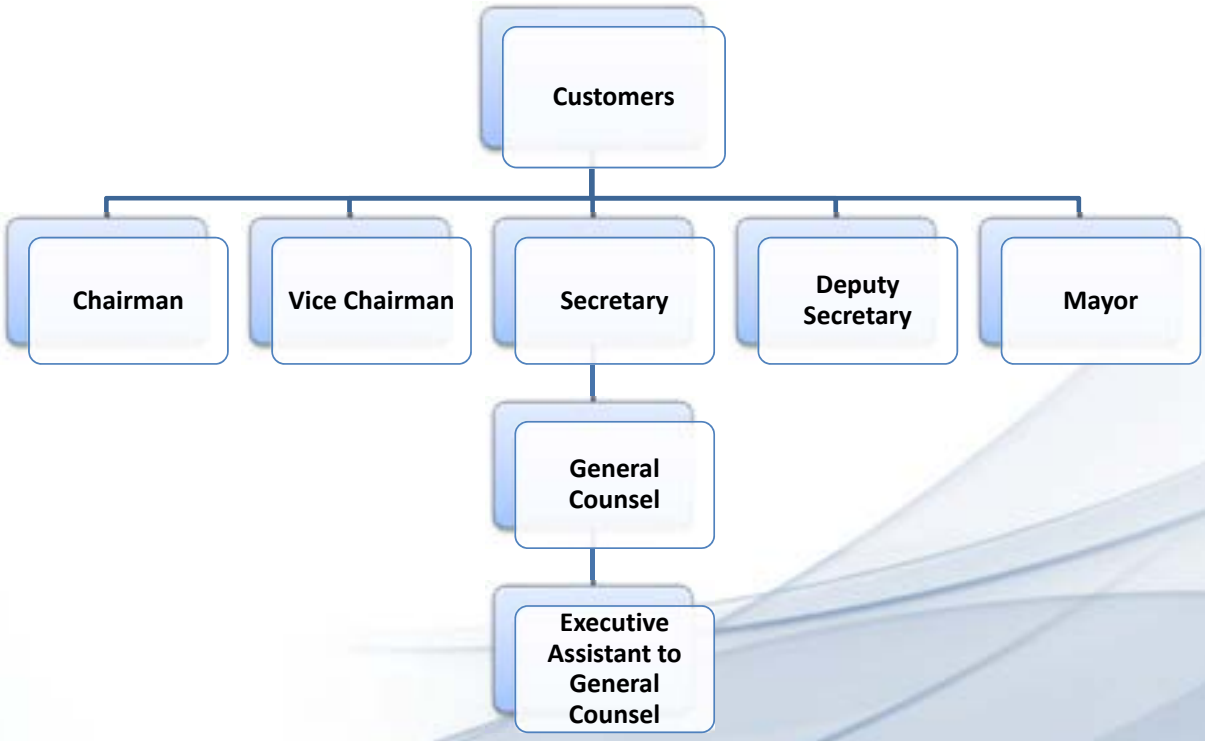
Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
10 Board	5	5	5	5	-
12 General Counsel	1	2	2	2	-
TOTAL FTE	**6**	**7**	**7**	**7**	**-**

FPUA BOARD

Department Description

FPUA's Board consists of five members; four are appointed by the Fort Pierce City Commission (for four-year overlapping terms) and the Mayor of the City of Fort Pierce. Additionally, the Fort Pierce City Manager is a non-voting ex-officio member. The responsibilities of the Board include enacting resolutions and policies necessary for FPUA's operations and reviewing and adopting the annual budget.

FPUA BOARD STAFFING



FPUA BOARD

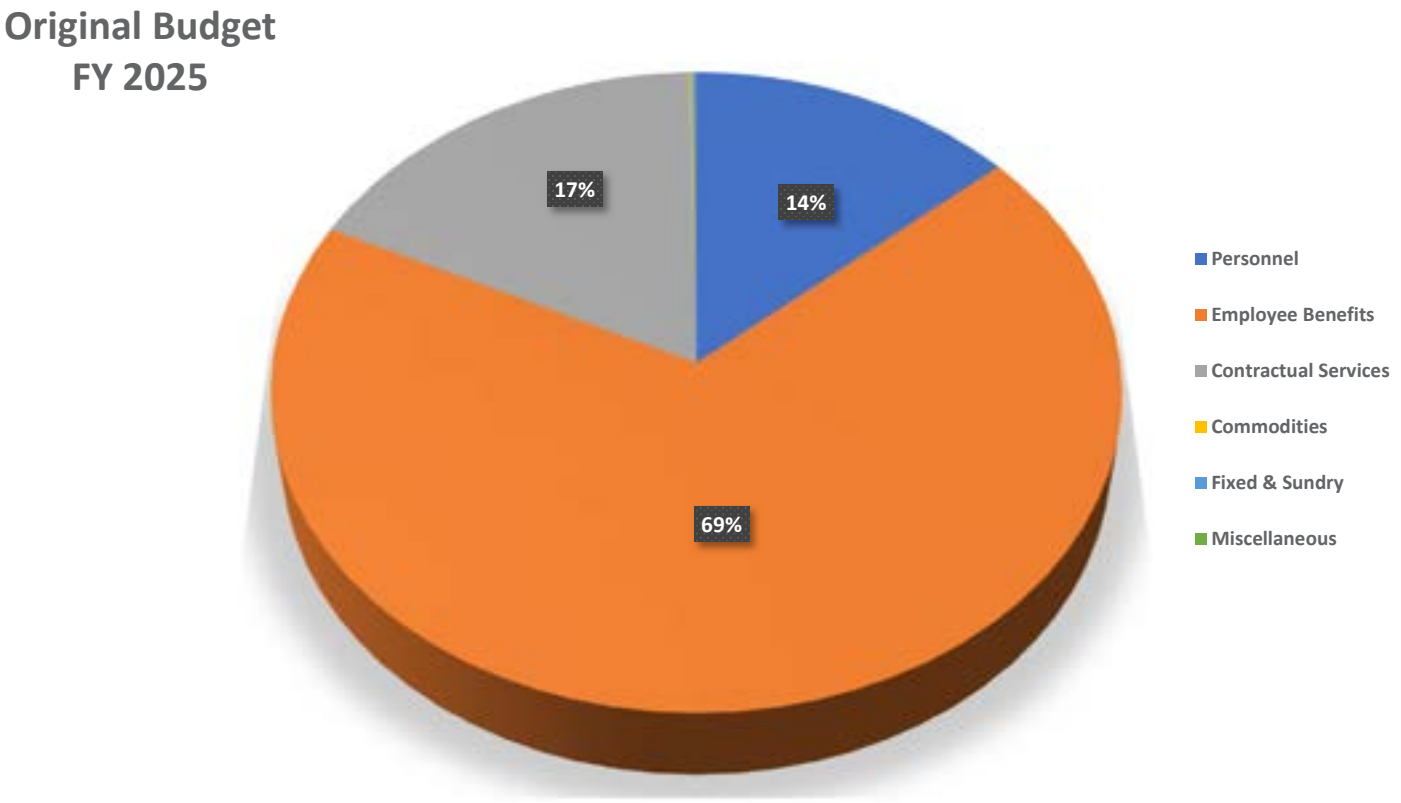
DEPARTMENTAL GOALS AND OBJECTIVES

	Utility Governance	Hold public meetings to conduct FPUA business
		Participate in industry conferences and engage with industry related organizations to enhance knowledge of best practices.
		Review and approve utility rates
		Approve purchases of goods and services greater than $50,000
		Provide direction to staff regarding rate setting strategy that balances good utility business practices with customer affordability
		Provide direction, oversight, and final review for annual budget that accomplishes objectives of rate setting strategy
		Adopt resolutions and policies necessary for FPUA's operations
		Review and approve the Annual Budget for FPUA
		Provide for an annual independent audit of the finances for FPUA

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Board meetings	20	19	20	19	20	18	20
	Agenda items reviewed	250	301	250	234	250	250	250
	Workshops- Budget, Rates, Employee Benefits, Compensation, and Strategic Planning	5	2	2	2	2	3	3
	Accept annual independent audit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Provide direction for rate adjustments or control of rates to balance need of utility with customer affordability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Approval of budget that accomplishes objective of rate setting strategy	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BUDGET SUMMARY - DEPT 10

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 18,199	$ 18,005	$ 18,005	$ 18,005	$ -
Employee Benefits	76,896	85,076	87,892	90,500	2,608
Contractual Services	22,742	18,555	23,100	23,100	-
Commodities	-	119	100	123	23
Fixed & Sundry	245	241	240	264	-
Miscellaneous	-	-	-	-	-
TOTALS	**$ 118,082**	**$ 121,996**	**$ 129,337**	**$ 131,992**	**$ 2,631**



DEPT. 10 - BOARD

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 18,199	$ 18,005	$ 18,005	$ 18,005
	Personnel Services Total	18,199	18,005	18,005	18,005
	EMPLOYEE BENEFITS				
4060	FICA	2,073	2,013	1,377	1,377
4070	Employees' Insurance	74,613	82,857	86,217	88,810
4600	Workers' Compensation	210	206	298	313
	Employee Benefits Total	76,896	85,076	87,892	90,500
	CONTRACTUAL SERVICES				
2151	Printing	40	-	-	-
2166	Professional Fees - Other	2,414	-	-	-
2170	Training	6,608	6,555	10,000	10,000
2172	Car Allowance	12,080	12,000	12,000	12,000
2190	Communications	-	-	1,100	1,100
2262	Memberships - Civic	1,600	-	-	-
	Contractual Services Total	22,742	18,555	23,100	23,100
	COMMODITIES				
3311	Office Supplies	-	119	100	123
	Commodities Total	-	119	100	123
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	245	241	240	264
	Fixed & Sundry Total	245	241	240	264
	Total	$ 118,082	$ 121,996	$ 129,337	$ 131,992

GENERAL COUNSEL

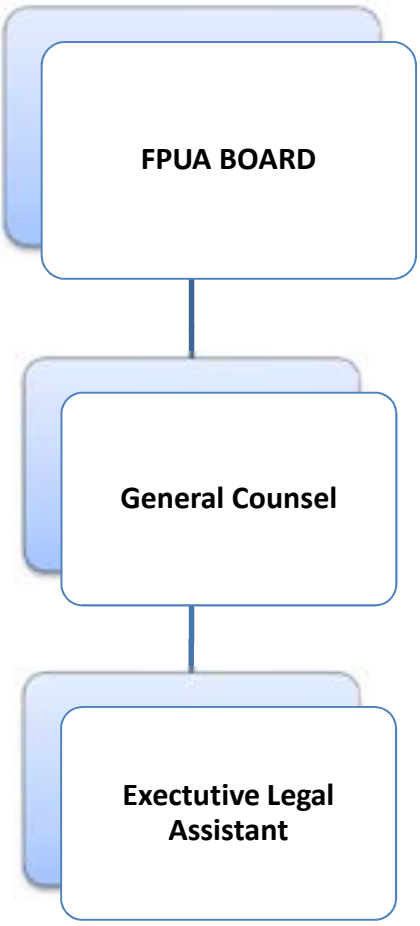
Department Description

The General Counsel is appointed by and reports directly to the FPUA Board. The General Counsel serves as the chief legal officer and attorney responsible for leading all legal affairs of the FPUA Board, Director of Utilities, system directors and staff in support of FPUA's mission. The General Counsel provides comprehensive legal services covering all aspects of the current and future business requirements for the electric, water, wastewater, natural gas, fiber and other systems, including the provision of general legal advice in such areas as utilities, labor and employment, public records, public finance, procurement, purchasing and contracts, real property matters, and risk management and compliance; representation before all levels of court; review of all resolutions submitted for Board action; and review of all contracts, agreements, and other documents executed on behalf of FPUA.

Departmental Accomplishments

- Established in house counsel office to more effectively represent FPUA and provide guidance for all legal matters.

GENERAL COUNSEL STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
General Counsel	1	1	1	-
Executive Legal Assistant	1	1	1	-
TOTAL FTE	2	2	2	-

GENERAL COUNSEL

DEPARTMENTAL GOALS AND OBJECTIVES

	Utility Governance	Provide legal services and assistance to FPUA and its Board
		Serve as a representative of FPUA before all levels of court
		Review, approve, and make available all contracts, agreements, and documents executed on behalf of FPUA
		Review and approve resolutions submitted for Board action

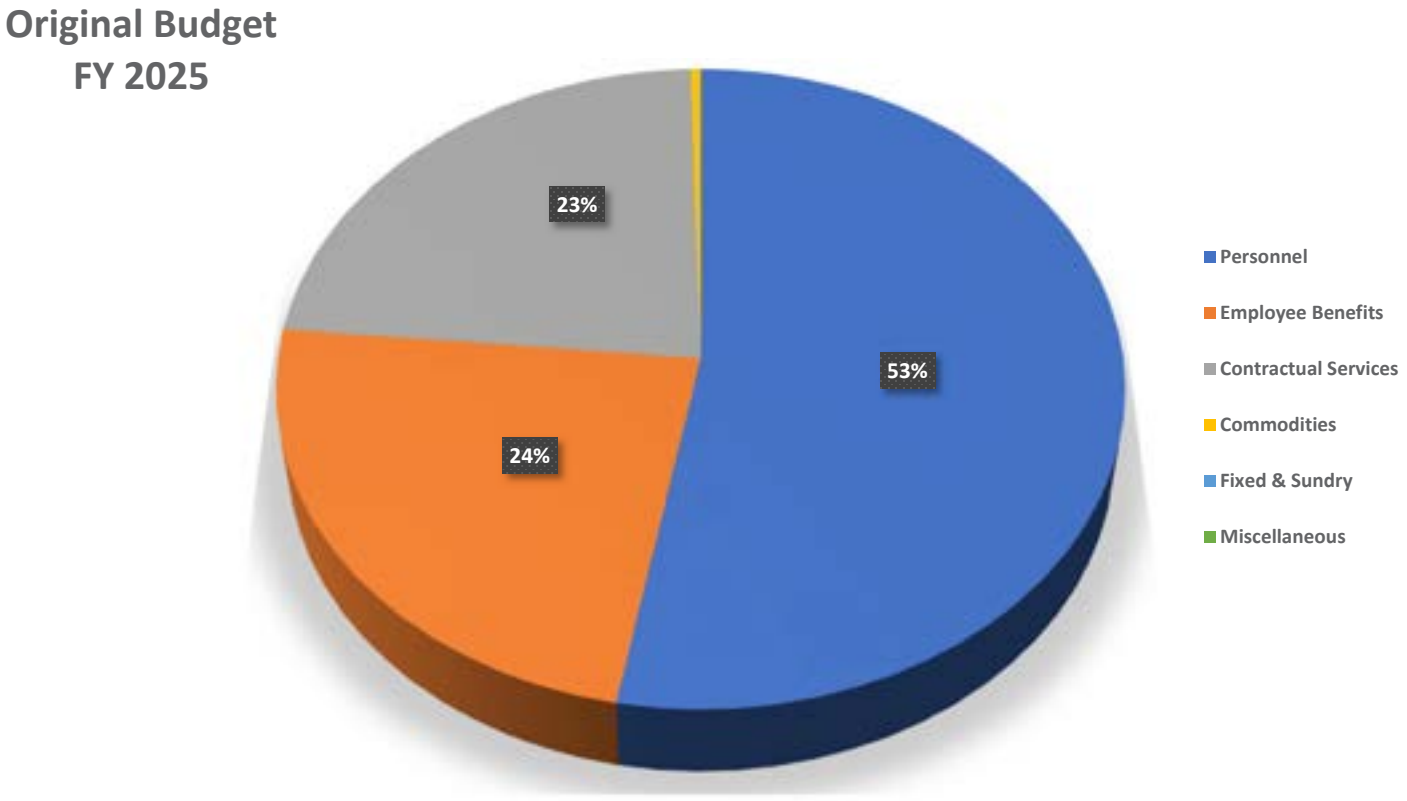
Performance Measures

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual*	Goal	Projected	Goal
	Board Meetings	21	19	20	10	20	21	20
	Special topic meetings	2	0	2	2	2	2	2
	Workshops	2	1	2	2	2	2	2
	Resolutions reviewed	8	17	10	8	10	15	15
	Contracts/agreements	150	171	150	198	150	170	170

*In-house General Counsel's start of employment was April 24, 2023.

BUDGET SUMMARY - DEPT 12

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 120,564	$ 104,888	$ 254,548	$ 267,520	$ 12,972
Employee Benefits	18,430	78,872	139,707	119,260	(20,447)
Contractual Services	-	8,170	91,660	116,760	25,100
Commodities	157	2,674	13,650	2,150	(11,500)
Fixed & Sundry	-	-	-	-	-
Miscellaneous	-	-	-	-	-
TOTALS	**$ 139,151**	**$ 194,603**	**$ 499,565**	**$ 505,690**	**$ 6,125**



DEPT. 12 - GENERAL COUNSEL

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 120,564	$ 104,888	$ 254,548	$ 267,520
	Personnel Services Total	120,564	104,888	254,548	267,520
	EMPLOYEE BENEFITS				
4050	Retirement	-	54,416	80,175	57,544
4060	FICA	-	6,700	19,473	20,465
4070	Employees' Insurance	18,341	10,903	39,402	40,587
4090	Vacation Pay Expense	-	6,773	-	-
4110	Net OPEB Expense	-	-	527	527
4600	Workers' Compensation	89	80	130	137
	Employee Benefits Total	18,430	78,872	139,707	119,260
	CONTRACTUAL SERVICES				
2166	Professional Fees - Other	-	2,025	75,000	100,000
2170	Training	-	3,360	9,000	9,000
2171	Travel	-	-	500	500
2172	Car Allowance	-	2,150	5,160	5,160
2190	Communications	-	-	1,000	1,100
2260	Memberships - Professional	-	635	1,000	1,000
	Contractual Services Total	-	8,170	91,660	116,760
	COMMODITIES				
3311	Office Supplies	157	2,674	13,500	2,000
3313	Subscriptions	-	-	150	150
	Commodities Total	157	2,674	13,650	2,150
	Total	$ 139,151	$ 194,603	$ 499,565	$ 505,690

DIRECTOR OF UTILITIES

Javier Cisneros, P.E.

Director of
Electric & Gas Systems
Craig Crawford

Director of
Water/Wastewater Systems
Bo Hutchinson, P.E.

Chief Financial Officer
Barbara A. Mika, CGFO

Chief Operating Officer
Daniel Retherford, P.E.

Human Resources
Colleen Thurston, PHR, SHRM-CP
Manager

Treasure Coast Energy Center
Jay Butters
Plant Manager

Director of
Public Affairs & Sustainability
Rachel Tennant, J.D.

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
02 Treasure Coast Energy Center	11 D	11 D	9 D	9 D	-
11 Director of Utilities	2	2	2	2	-
15 Human Resources	3 D	3	4	4	-
18 Safety	1 P	1	1	1	-
TOTAL FTE	**17**	**17**	**16**	**16**	**-**

D - Includes DROP participant employees
P - Excludes part-time employees

DIRECTOR OF UTILITIES

Department Description

The Director of Utilities is the Chief Executive Officer of FPUA. It is the Director's responsibility to execute the plans and decisions of the Board, thereby directing and coordinating the activities of all FPUA employees.

The Director ensures that all policies and resolutions passed by the Board are enforced and duly administered. In addition, the Director informs the Board of legislative matters, capital improvements, budget items, policies, and services offered to customers.

Department Accomplishments

- Develop DART program and implement new targets over the first 6 month of 2024 with a 5- and 10-year plan to achieve all new targets
- Facilitated the 2024 FPUA & City of Fort Pierce Joint workshop
- Facilitated Classification and Compensation Study to ensure a sustainable workforce
- Facilitated the successful implementation of the Agenda Management System
- Continued five-year rate planning effort to assure rate sufficiency of all utilities by making rate adjustments
- Served on the Florida Municipal Power Agency (FMPA) Board of Directors & Executive Committee responsible for making all final decisions for the projects of FMPA

DIRECTOR OF UTILITIES

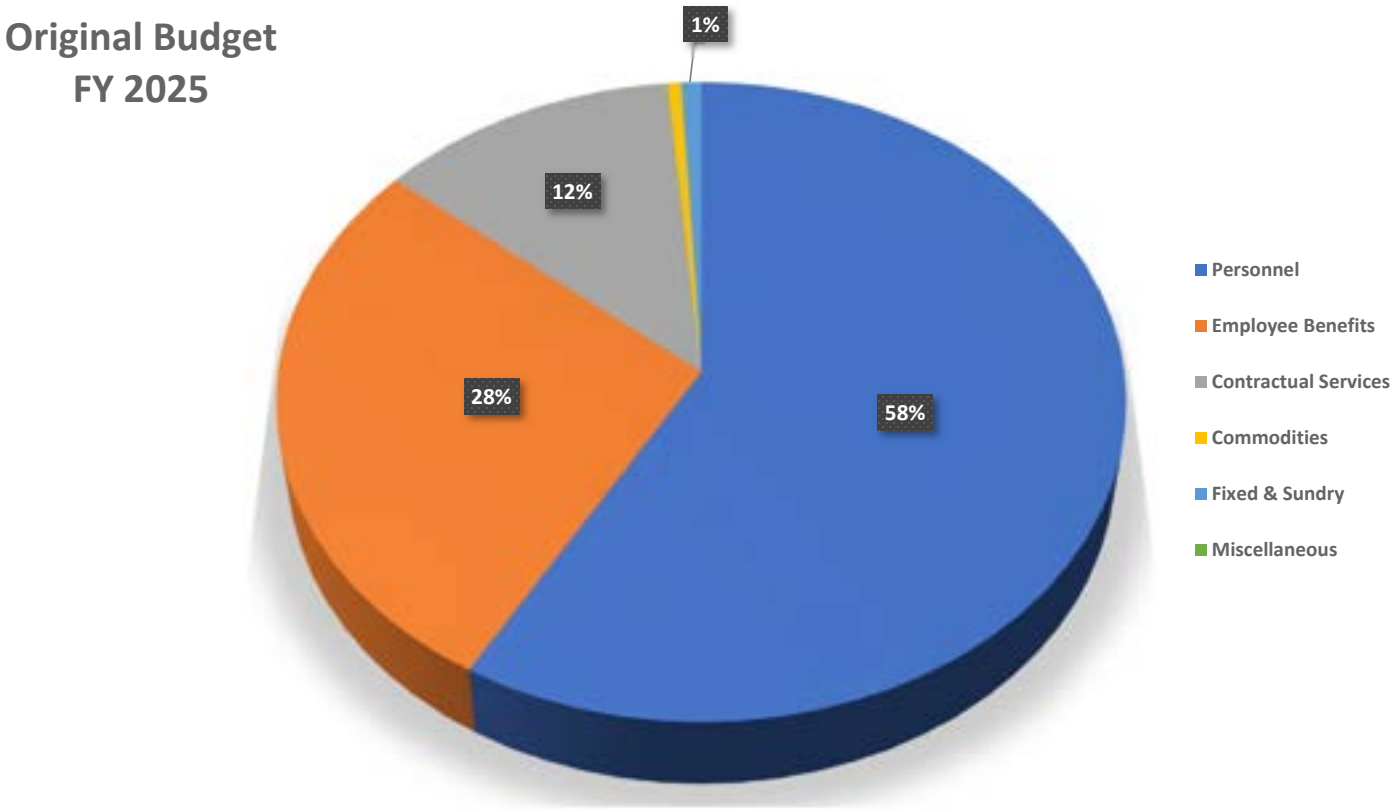
DEPARTMENTAL GOALS AND OBJECTIVES

	Growth and Rates	Serve as General Manager and Chief Executive Officer of FPUA
		Direct and coordinate activities of all FPUA employees
		Establish general procedure to ensure all policies and resolutions passed by the Board are enforced and duly administered with controlled resources in an effort to enhance service delivery
		Direct the budget and rate processes
		Work with FMPA to evaluate strategies for creating natural gas price and Power Cost Adjustment predictability
	Utility Governance	Inform the FPUA Board of legislative matters, capital improvements, budget items, policies, and services offered to customers
	Community Relations	Maintain open lines of communication with City Commission and City staff regarding utility issues

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Director/direct report meetings	45	40	50	39	50	45	50
	Exempt staff meetings	5	3	4	3	4	4	4
	Accept annual independent audit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	FMPA meetings	24	27	20	31	20	20	20
	Utility planning meetings with St. Lucie County, City of Port St. Lucie, and Economic Development Council	20	24	20	20	20	20	20
	Meetings with Mayor, Commissioners, or City Commission Meetings	10	19	10	26	14	20	15

BUDGET SUMMARY - DEPT 11

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 346,863	$ 244,101	$ 269,064	$ 282,555	$ 13,491
Employee Benefits	102,605	178,653	154,804	133,902	(20,902)
Contractual Services	23,192	42,133	59,542	60,577	1,035
Commodities	5,373	1,583	5,225	2,680	(2,545)
Fixed & Sundry	4,727	3,194	3,600	4,062	462
Miscellaneous	-	-	-	-	-
TOTALS	**$ 482,760**	**$ 469,663**	**$ 492,235**	**$ 483,776**	**$ (8,459)**



DEPT. 11 - DIRECTOR OF UTILITIES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 346,863	$ 244,101	$ 269,064	$ 282,555
	Personnel Services Total	346,863	244,101	269,064	282,555
	EMPLOYEE BENEFITS				
4050	Retirement	132,343	119,902	84,207	60,778
4060	FICA	23,689	16,608	20,583	21,615
4070	Employees' Insurance	31,466	42,519	49,144	50,622
4090	Vacation Pay Expense	(11,849)	(1,124)	-	-
4100	Sick Pay Expense	(73,825)	-	-	-
4110	Net OPEB Expense	534	539	527	527
4600	Workers' Compensation	247	208	343	360
	Employee Benefits Total	102,605	178,653	154,804	133,902
	CONTRACTUAL SERVICES				
2139	Maintenance/Service Contracts	1,995	1,507	850	500
2133	Maintenance of Equipment	-	20	-	-
2140	Postage	174	-	50	-
2151	Printing	43	46	-	47
2164	Profess. Fees - Consulting/Eng.	-	12,407	25,000	25,000
2170	Training	2,704	4,462	9,000	9,000
2171	Travel	503	1,824	2,000	2,000
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	455	433	1,200	1,300
2230	Employee Relations	10,210	12,063	12,000	12,425
2240	Business Relations	1,123	2,932	2,000	3,020
2250	Community Relations	615	-	100	-
2260	Memberships - Professional	210	878	1,782	1,700
2262	Memberships - Civic	-	400	400	425
	Contractual Services Total	23,192	42,133	59,542	60,577
	COMMODITIES				
3311	Office Supplies	5,165	1,445	4,945	2,500
3313	Subscriptions	100	138	180	180
3316	Operating Supplies	108	-	100	-
	Commodities Total	5,373	1,583	5,225	2,680
	FIXED & SUNDRY				
4520	Licenses & Permits	-	99	-	102
4610	Property & Liab./Ins. & Uninsur.	4,727	3,095	3,600	3,960
	Fixed & Sundry Total	4,727	3,194	3,600	4,062
	Total	$ 482,760	$ 469,663	$ 492,235	$ 483,776

TREASURE COAST ENERGY CENTER

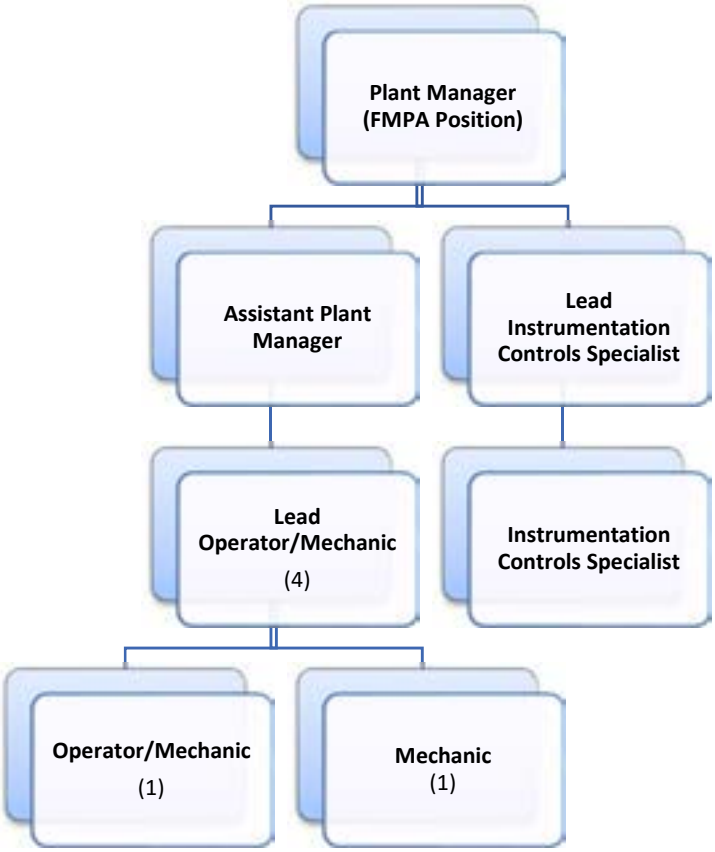
Department Description

Treasure Coast Energy Center, a 300-megawatt natural gas-fired power plant, generates enough electricity to serve approximately 60,000 homes in 13 cities served by Florida Municipal Power Association's (FMPA's) All-Requirements Project. The cities include Fort Pierce, Clewiston, Bushnell, Fort Meade, Green Cove Springs, Town of Havana, Jacksonville Beach, Key West, Kissimmee, Leesburg, Newberry, Ocala and Starke. The plant is wholly owned by the All-Requirements Project and is operated under contract by Fort Pierce Utilities Authority.

The 69-acre Treasure Coast Energy Center site is located in the Midway Industrial Park, southwest of Fort Pierce, along Glades Cut-Off Road.



TREASURE COAST ENERGY CENTER STAFFING

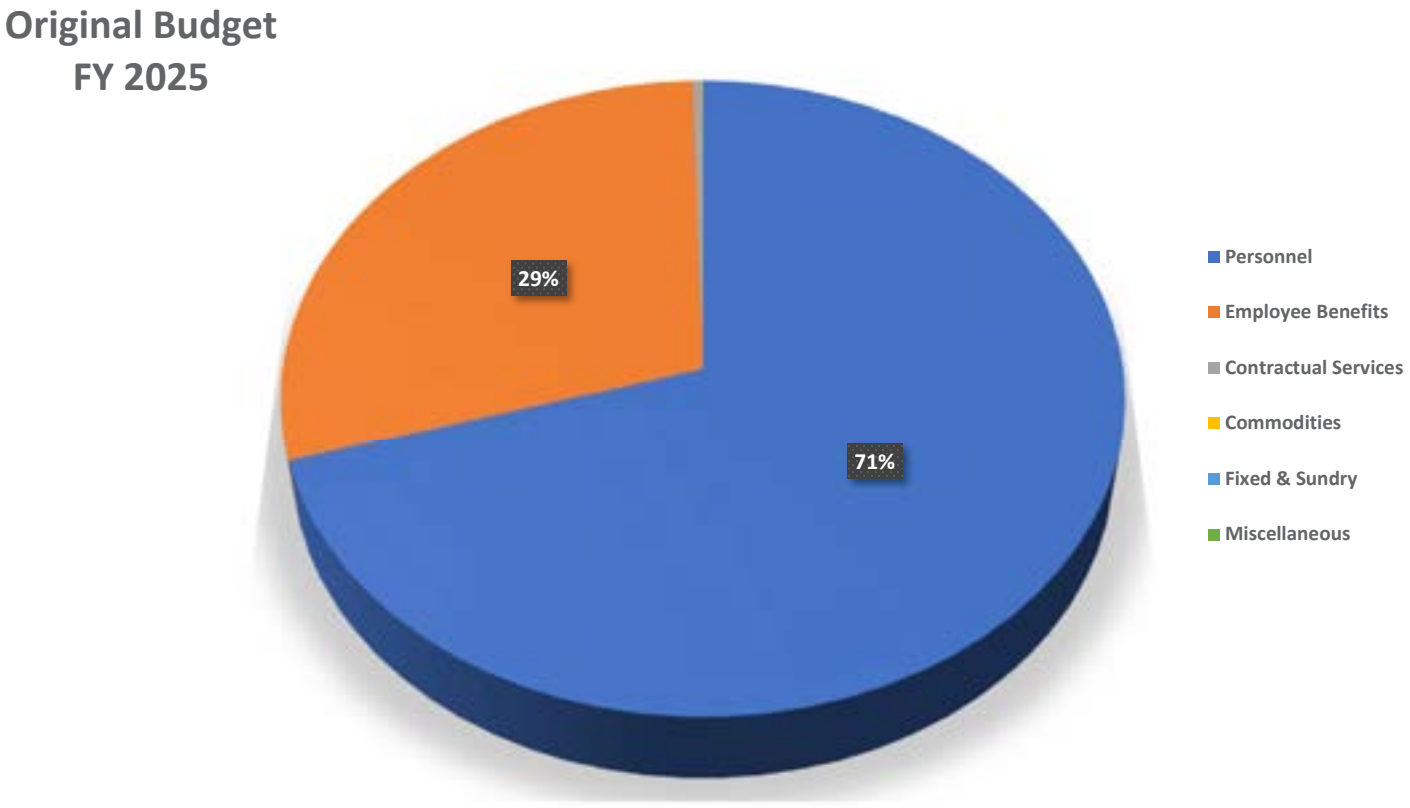


Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Plant Manager [1]	1	-	-	-
Assistant Plant Manager	1	1	1	-
Lead Instrumentation Controls Specialist	1	1	1	-
Instrumentation Controls Specialist	1	1	1	-
Admin/Warehouse Coordinator [1]	1	-	-	-
Lead Operator/Mechanic [1]	3	4	4	-
Operator/Mechanic	2	1	1	-
Mechanic	1	1	1	-
TOTAL FTE	11	9	9	-

[1] The TCEC remains operating with 15 full-time positions. Six positions have transitioned to being employed by FMPA.

BUDGET SUMMARY - DEPT 2

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,362,214	$ 1,447,472	$ 1,417,464	$ 1,441,754	$ 24,290
Employee Benefits	695,654	698,390	705,170	597,187	(107,983)
Contractual Services	10,320	9,010	7,160	7,160	-
Commodities	600	525	1,000	1,000	-
Fixed & Sundry	500	500	510	561	51
Miscellaneous	-	-	-	-	-
TOTALS	**$ 2,069,288**	**$ 2,155,897**	**$ 2,131,304**	**$ 2,047,662**	**$ (83,642)**



DEPT. 02 - TREASURE COAST ENERGY CENTER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,173,023	$ 1,026,230	$ 992,464	$ 1,016,754
1020	Overtime	189,191	421,242	425,000	425,000
	Personnel Services Total	1,362,214	1,447,472	1,417,464	1,441,754
	EMPLOYEE BENEFITS				
4050	Retirement	395,793	410,309	401,432	285,603
4060	FICA	97,367	104,314	108,436	110,294
4070	Employees' Insurance	182,458	169,837	182,226	187,705
4090	Vacation Pay Expense	(11,009)	(8,696)	-	-
4100	Sick Pay Expense	19,158	13,920	-	-
4110	Net OPEB Expense	2,939	2,962	2,901	2,901
4600	Workers' Compensation	8,948	5,743	10,175	10,684
	Employee Benefits Total	695,654	698,390	705,170	597,187
	CONTRACTUAL SERVICES				
2170	Training	-	-	1,000	1,000
2172	Car Allowance	10,320	8,170	5,160	5,160
2230	Employee Realations	-	840	1,000	1,000
	Contractual Services Total	10,320	9,010	7,160	7,160
	COMMODITIES				
3316	Operating Supplies	600	525	1,000	1,000
	Commodities Total	600	525	1,000	1,000
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	500	500	510	561
	Fixed & Sundry Total	500	500	510	561
	Total	$ 2,069,288	$ 2,155,897	$ 2,131,304	$ 2,047,662

HUMAN RESOURCES

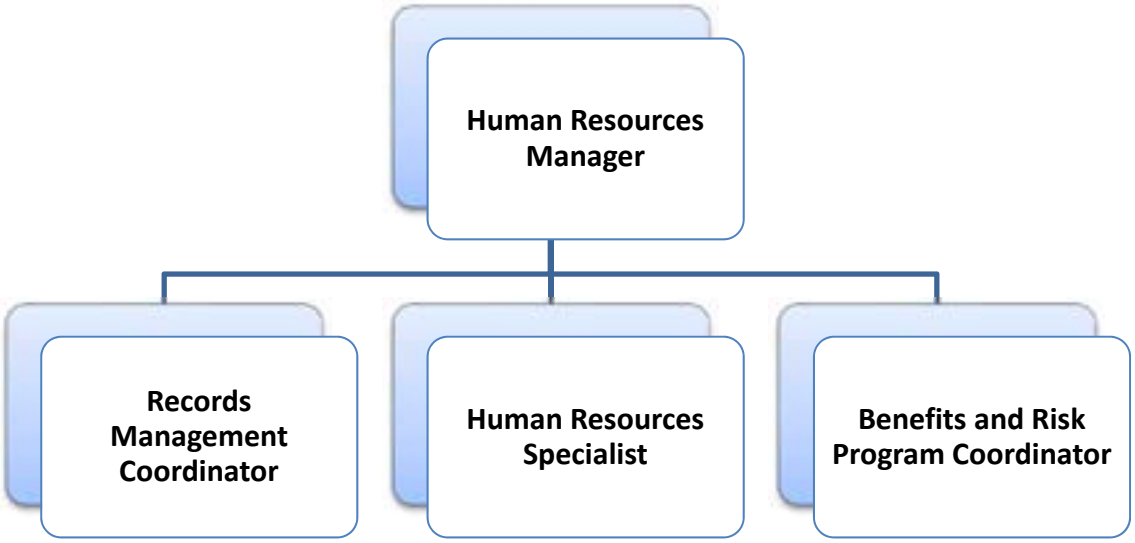
Department Description

The Human Resource & Risk department contributes to providing company structure and order, fosters productivity and organizational success. We partner with management to address personnel concerns and provide support and resources, where needed, so that leadership can focus on running department operations. The Human Resource team manages recruiting, training, skills development, policy implementation, benefits, compensation, government regulation, legal compliance, risk management and safety. The Human Resource team works to bolster FPUA's reputation as a top employer within the industry and community, to attract and retain top talent.

Departmental Accomplishments

- Awarded "Best Places to Work" recognition for the eighth year
- Exceeded benchmarks for medical plan performance, maintaining grandfathered status with accompanying significant savings
- Maintained a turnover rate well below industry averages in the post-pandemic environment
- Partners with community and corporate organizations as well as vocational education institutions to groom future labor force
- Introduced a Benefit Self-Service portal that allows employees to view their benefit elections, obtain plan information, report a life event and request coverage updates 24 hours a day, 7 days a week including access to a medical library.

HUMAN RESOURCES CENTER STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Human Resources Manager	1	1	1	-
Human Resources Specialist	2	1	1	-
Benefits and Risk Program Coordinator [1]	-	1	1	-
Records Management Coordinator	-	1	1	-
TOTAL FTE	3	4	4	-

[1] Risk Program Coordinator position transferred from Dept. 14 Regulatory Affairs/Chief Financial Officer to Dept. 15 Human Resources, and was and integrated into the preexisting Benefits Coordinator position

HUMAN RESOURCES

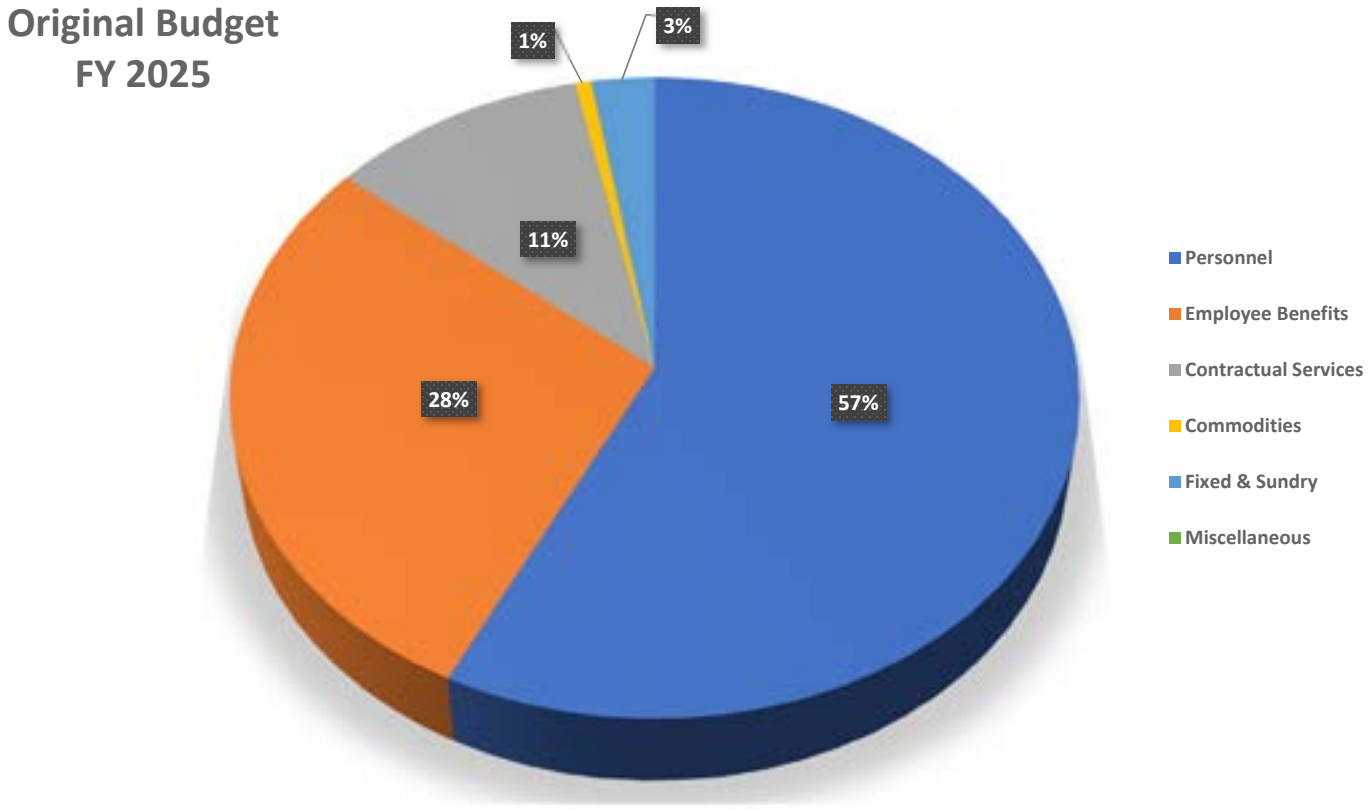
DEPARTMENTAL GOALS AND OBJECTIVES

	**Workforce**	Provide equal employment opportunities and encourage diversity
		Provide quality support services to departmental leadership toward the achievement of organizational goals and objectives
		Recruit "right fit" talent and select the highest quality employees
		Ensure fair and equitable compensation structure
		Provide benefit plans attractive to job applicants that meet employee needs
		Enhance employee relations through effective communication and fair and consistent application of work rules
		Provide employee and management development through ongoing educational programs

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Job applications processed**	1,500	998	1,200	1,300	1,200	1,400	1,300
	Interviews scheduled	150	145	130	132	120	140	130
	Positions advertised/posted	40	50	50	68	40	50	50
	Enrollment in Education Assistance Program	18	15	18	12	15	15	12
	Turnover Rate (Voluntary)	5.0%	12.7%	8.0%	11.82%	5.0%	10.0%	5.0%
	Turnover Rate (DROP)	2.0%	3.5%	2.0%	1.0%	4.0%	3.0%	4.0%
	Turnover Rate (Involuntary)	2.0%	3.8%	1.0%	1.0%	2.0%	2.0%	2.00%
	% of new hires successfully completing probationary period	99%	99%	99%	93%	99%	95%	99%
	% of employees completing Intro to FPUA within first four-months of service	100%	100%	100%	100%	100%	100%	100%
	% of employees participating in a wellness program activity	75%	70%	75%	72%	75%	75%	80%

BUDGET SUMMARY - DEPT 15

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 221,608	$ 240,656	$ 294,197	$ 335,124	$ 40,927
Employee Benefits	139,882	177,606	181,790	166,537	(15,253)
Contractual Services	45,773	41,503	98,680	63,071	(35,609)
Commodities	4,913	3,788	6,960	3,902	(3,058)
Fixed & Sundry	12,940	12,922	16,270	15,400	(870)
Miscellaneous	-	-	-	-	-
TOTALS	**$ 425,116**	**$ 476,476**	**$ 597,897**	**$ 584,034**	**$ (13,863)**



DEPT. 15 - HUMAN RESOURCES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 221,608	$ 240,374	$ 290,197	$ 334,624
1020	Overtime	-	282	4,000	500
	Personnel Services Total	221,608	240,656	294,197	335,124
	EMPLOYEE BENEFITS				
4050	Retirement	69,163	84,704	92,458	72,085
4060	FICA	16,055	17,686	22,506	25,637
4070	Employees' Insurance	50,246	52,330	65,856	67,836
4090	Vacation Pay Expense	(2,265)	3,979	-	-
4100	Sick Pay Expense	5,757	17,974	-	-
4110	Net OPEB Expense	801	808	791	791
4600	Workers' Compensation	125	124	179	188
	Employee Benefits Total	139,882	177,606	181,790	166,537
	CONTRACTUAL SERVICES				
2110	Advertising	-	150	-	155
2139	Maintenance/Service Contracts	19,760	18,837	19,080	19,402
2140	Postage	-	31	100	32
2151	Printing	-	-	100	-
2164	Profess. Fees - Consulting/Eng.	9,560	6,000	45,000	12,000
2166	Professional Fees - Other	2,077	3,882	16,000	5,000
2170	Training	7,415	6,095	10,000	20,000
2171	Travel	3	-	100	-
2172	Car Allowance	3,884	3,483	3,300	3,300
2190	Communications	991	907	1,000	1,000
2230	Employee Relations	1,883	1,110	2,000	1,144
2240	Business Relations	-	1,008	1,500	1,038
2260	Memberships - Professional	200	-	500	-
	Contractual Services Total	45,773	41,503	98,680	63,071
	COMMODITIES				
3311	Office Supplies	3,514	3,788	5,000	3,902
3313	Subscriptions	1,399	-	1,960	-
	Commodities Total	4,913	3,788	6,960	3,902
	FIXED & SUNDRY				
4080	Employee Suggestions & Awards	8,742	8,503	10,000	8,503
4610	Property & Liab./Ins. & Uninsur.	4,198	4,419	6,270	6,897
	Fixed & Sundry Total	12,940	12,922	16,270	15,400
	Total	$ 425,116	$ 476,476	$ 597,897	$ 584,034

SAFETY

Department Description

The Safety Department is responsible for planning, developing and coordinating safety, and workers compensation activities at FPUA. The Safety Officer performs safety orientation to all FPUA employees upon hire. This department coordinates, develops, and delivers employee safety-training programs. The Safety Officer leads the Safety Committee which consists of representatives from each department. Should any incident or injury occur the Safety Officer is called upon to review all incidents or injuries through documentation or onsite investigation.

Departmental Accomplishments

- Reviewed and Updated the Safety Manual annually.
- Completed all required training programs:
  - FDOT Maintenance of Traffic (MOT)
  - Permit Required Confined Space
  - Respiratory Protection
  - Reasonable Suspicion
  - Forklift Certification Training.
- Assisted departments with evaluating monthly safety training topics.
- Oversaw 52 quarterly safety checks of FPUA buildings and periodic jobsite and department safety checks.
- Attended FMEA Electric Storm Preparedness Seminar
- FPUA had 3 minor injuries reported in 2023 with a DART Rate of 1.26.

SAFETY STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Safety Officer	1	1	1	-
TOTAL FTE	1	1	1	-

*Position count held in Department 15, Human Resources

SAFETY

DEPARTMENTAL GOALS AND OBJECTIVES

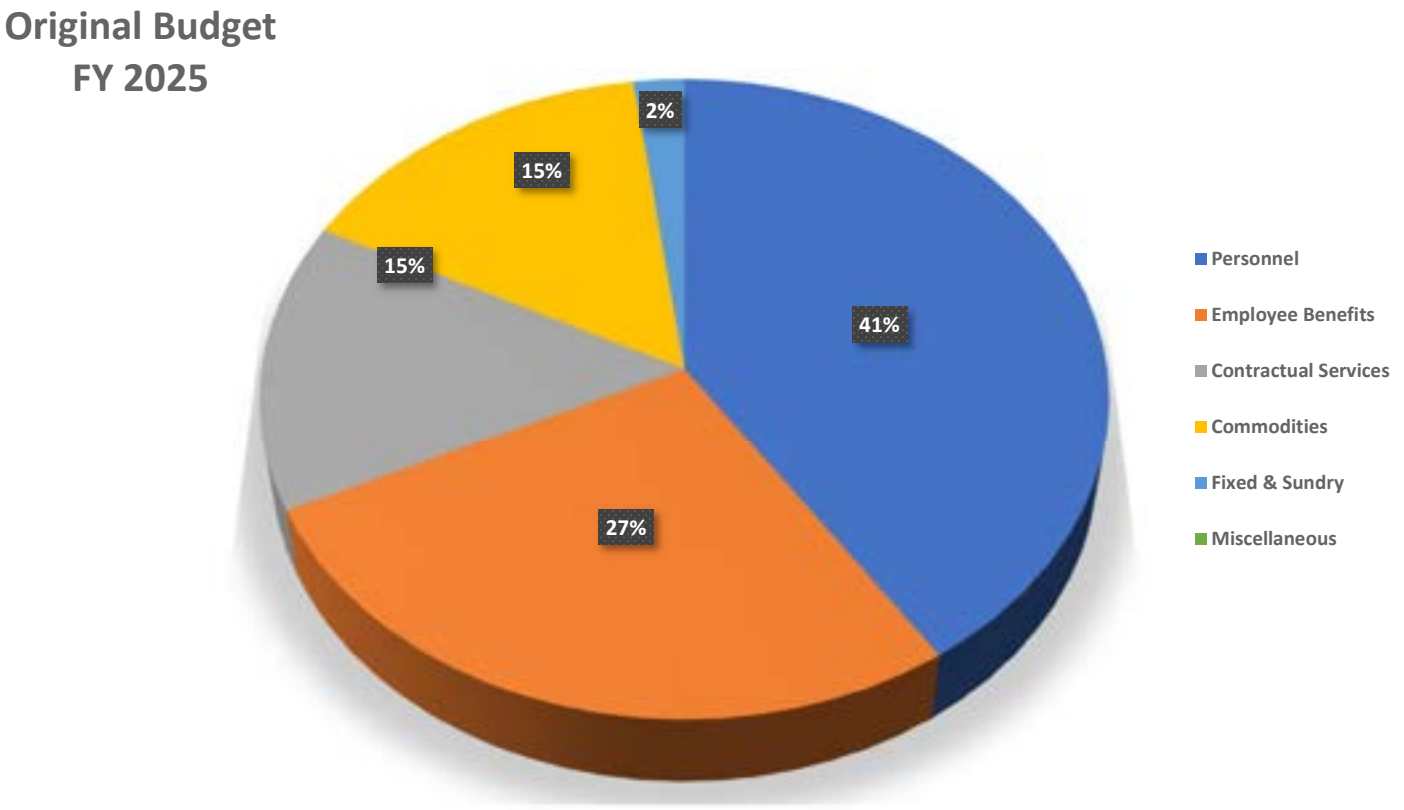
	**Workforce**	Update and schedule needed training and safety procedures per each department.
		Update vehicle safety protection to align with safety standards in the workplace to ensure employee safety.
		Provide quality OSHA-based safety training to employees to ensure understanding of work environment hazards and effective accident
		Maintain and implement FPUA's Safety Program which is composed of the following elements: ○ Reasonable Suspicion Training (Continue) ○ Safety and health training for employees ○ Hazard prevention and control ○ Worksite safety analysis ○ Monitor Workers Compensation program

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Incident Reports**	<15	20	<15	14	<15	10	<12
	Claims – W/C	<5	3	<5	3	<5	4	<5
	Building Safety Inspections	55	56	55	57	55	55	55
	Vehicle Accident Rate*	<.05	0.03	<.05	0.03	<.05	0.03	<.05
	FPUA Frequency Rate	0	1.25	<1	0.76	<1	1.25	<1.5
	FPUA DART Rate	0	3.75	<45	1.26	<10	1.25	<1.5

* Vehicle Accident Rate is the number of accidents/total number of vehicles (includes *not at fault accidents*).

BUDGET SUMMARY - DEPT 18

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 69,562	$ 66,247	$ 72,746	$ 76,453	$ 3,707
Employee Benefits	36,045	64,434	56,885	51,261	(5,624)
Contractual Services	23,496	15,628	34,818	27,514	(7,304)
Commodities	32,411	28,063	42,800	28,904	(13,896)
Fixed & Sundry	3,126	2,987	5,390	3,962	(1,428)
Miscellaneous	1,317	-	-	-	-
TOTALS	**$ 165,957**	**$ 177,359**	**$ 212,639**	**$ 188,094**	**$ (24,545)**



DEPT. 18 - SAFETY

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 69,562	$ 66,247	$ 72,746	$ 76,453
	Personnel Services Total	69,562	66,247	72,746	76,453
	EMPLOYEE BENEFITS				
4050	Retirement	25,451	33,180	23,197	16,445
4060	FICA	5,199	4,593	5,565	5,849
4070	Employees' Insurance	5,758	26,891	27,544	28,372
4090	Vacation Pay Expense	(856)	(688)	-	-
4110	Net OPEB Expense	267	269	264	264
4600	Workers' Compensation	226	188	315	331
	Employee Benefits Total	36,045	64,434	56,885	51,261
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	76	615	200	634
2139	Maintenance/Service Contracts	3,725	3,837	5,000	10,000
2140	Postage	-	-	98	-
2151	Printing	974	-	800	-
2166	Professional Fees - Other	2,030	-	2,800	-
2170	Training	9,383	9,105	18,000	10,000
2171	Travel	297	-	200	-
2190	Communications	1,167	1,123	1,200	1,200
2200	Utilities	-	612	620	680
2230	Employee Relations	4,819	336	4,900	5,000
2260	Memberships - Professional	1,025	-	1,000	-
	Contractual Services Total	23,496	15,628	34,818	27,514
	COMMODITIES				
3311	Office Supplies	837	70	1,000	72
3313	Subscriptions	100	-	-	-
3316	Operating Supplies	28,396	25,631	40,000	26,399
3331	Vehicle Supplies	3,078	2,362	1,800	2,433
	Commodities Total	32,411	28,063	42,800	28,904
	FIXED & SUNDRY				
4080	Employee Suggestions & Awards	1,202	893	2,600	893
4610	Property & Liab./Ins. & Uninsur.	1,924	2,094	2,790	3,069
	Fixed & Sundry Total	3,126	2,987	5,390	3,962
	MISCELLANEOUS				
9030	Depreciation Expense	1,317	-	-	-
	Miscellaneous Total	1,317	-	-	-
	Total	$ 165,957	$ 177,359	$ 212,639	$ 188,094

CHIEF FINANCIAL OFFICER

Barbara A. Mika, CGFO

Finance Manager

Michele Harris, CGFO

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
14 Chief Financial Officer	- [1]	- [1]	1	1	-
21 Finance	11 D	9	9	9	-
TOTAL FTE	**11**	**9**	**10**	**10**	**-**

D - Includes DROP participant employees

[1] Position previously included in Regulatory Affairs

CHIEF FINANCIAL OFFICER

- Provide planning and direction for the following departments:
  - Finance – Department 21



DEPT. 14 - CHIEF FINANCIAL OFFICER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 276,128	$ 285,922	$ 154,107	$ 154,008
	Personnel Services Total	276,128	285,922	154,107	154,008
	EMPLOYEE BENEFITS				
4050	Retirement	115,793	139,811	48,193	33,127
4060	FICA	20,255	21,125	11,789	11,782
4070	Employees' Insurance	61,981	64,132	26,070	26,854
4090	Vacation Pay Expense	5,456	(3,223)	-	-
4100	Sick Pay Expense	46,696	7,349	-	-
4110	Net OPEB Expense	1,069	1,077	1,055	1,055
4600	Workers' Compensation	168	165	238	250
	Employee Benefits Total	251,418	230,436	87,345	73,068
	CONTRACTUAL SERVICES				
2110	Advertising	2,590	2,076	-	-
2140	Postage	27	-	100	100
2151	Printing	40	-	-	-
2164	Profess. Fees - Consulting/Eng.	831	4,069	15,000	15,000
2166	Professional Fees - Other	3,300	850	5,000	5,000
2170	Training	270	2,891	5,500	5,500
2171	Travel	20	163	-	-
2172	Car Allowance	3,512	5,160	5,160	5,160
2190	Communications	320	433	1,000	1,000
2230	Employee Relations	190	229	150	150
2260	Memberships - Professional	280	460	375	375
	Contractual Services Total	11,380	16,330	32,285	32,285
	COMMODITIES				
3311	Office Supplies	713	828	1,000	1,000
3313	Subscriptions	395	-	-	-
	Commodities Total	1,108	828	1,000	1,000
	FIXED & SUNDRY				
4520	Licenses & Permits	(1,573)	(12,245)	-	-
4610	Property & Liab./Ins. & Uninsur.	4,349	5,682	59,100	60,010
	Fixed & Sundry Total	2,776	(6,563)	59,100	60,010
	Total	$ 542,810	$ 526,953	$ 333,837	$ 320,371

FINANCE

Department Description

The Department of Finance safeguards FPUA's assets and financial activities, provide for long-term financial stability, integrity, accountability and transparency. The Department's operations and financial transactions are conducted in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB).

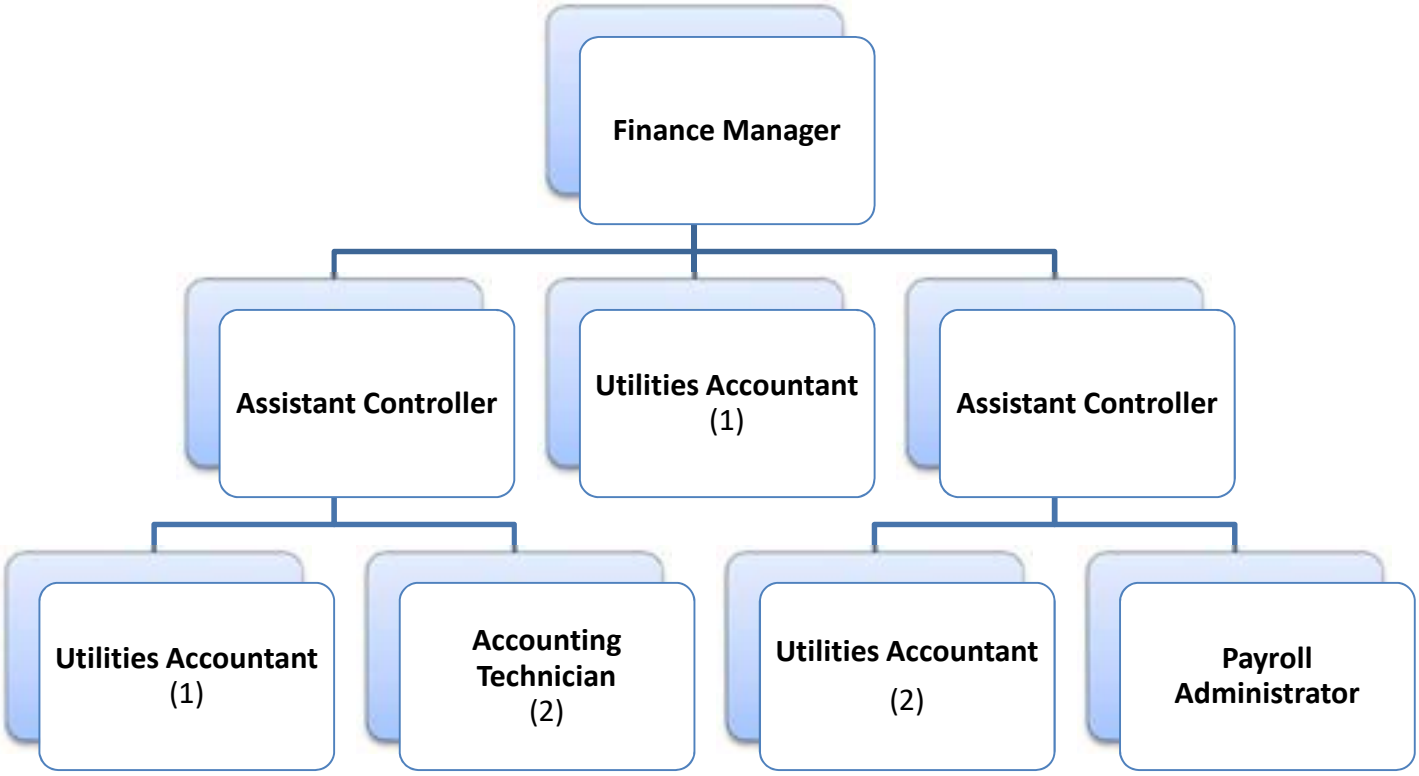
The Finance Department provides guidance and ensures departments are fiscally responsible. Finance provides services through the functions of financial administration, budgeting, accounts payable, cash management, fixed asset and project accounting, payroll, inventory, and debt management.

Finance is responsible for preparing the Annual Comprehensive Financial Report, Annual Budget, Capital Improvement Plan, Budget Amendments, and Financial Reports. Coordinating rate studies to stabilize rates and reporting required financial and statistical information to state and federal regulatory agencies, bond holders and financial advisors ensures transparency and trust.

Departmental Accomplishments

- Awarded GFOA's Distinguished Budget Presentation Award for the Annual Budget, with special recognition for Budget Process.
- Presented with GFOA's Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report
- Expanded training opportunities to Finance personnel and trained external departments' new staff on finance administrative duties
- Maximized investment earnings on bond proceeds while maintaining safety, liquidity and yield objectives.
- Expected to recover expenses incurred by property damages of approximately $125,000 by the end of FY 24

FINANCE STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/25
Finance Manager	1	1	1	-
Assistant Controller	2	2	2	-
Utility Accountant	3	3	3	-
Accounting Technician	2	2	2	-
Payroll Administrator	1	1	1	-
TOTAL FTE	9	9	9	-

FINANCE

DEPARTMENTAL GOALS AND OBJECTIVES

	Utility Governance	Plan, organize and direct the financial, accounting, and rate matters throughout FPUA
		Preparation of financial statements, statistical and regulatory reports, budget documents and coordination of financial forecasts, rate studies, debt issuance and cash management
		Maintain FPUA's accounting records in accordance with generally accepted accounting principles
		Follow GFOA Best Practices for Budget and Financial Planning
		Maintain compliance with Bond Covenants
	Workforce	Expand training opportunities to Finance personnel and train external department's new staff on finance administrative duties

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Active vendors	2,500	2,903	2,500	3,152	2,500	3,350	2,500
	% Payments issued – Check	45.0%	45.0%	42.0%	43.0%	42.0%	43.0%	40.0%
	% Payments issued - EFT	55.0%	55.0%	58.0%	57.0%	58.0%	57.0%	60.0%
	Overall % of Annual Budget award judged to be:							
	Proficient	81.5%	50.0%	0.0%	100.0%	0.0%	50.0%	0.0%
	Outstanding	18.5%	16.7%	100.0%	0.0%	100.0%	50.0%	100.0%
	Does not Satisfy	0.0%	33.3%	0.0%	0.0%	0.0%	0.0%	0.0%
	Proficient grading on Annual Financial Report from Special Review Committee	100%	100%	100%	[1]	100%	100%	100%
	Unqualified audit opinion by external CPA firm	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Bond Ratings:							
	Fitch	A+	A	A+	A	A	A	A+
	Standard & Poor's	A+	A	A	A	A	A	A+
	Rate Stabilization Fund (RSF) in thousands	[2]	$311	[2]	$8,884	$10,000	$11,083	$10,000
	Days of Cash on Hand Sept 30, excluding RSF	90	75	90	100	90	103	90
	Debt Service Ratio	2.72x	2.47x	2.31x	2.52x	3.01x	3.03x	2.72x
	Staff Education Hours: CPE credits earned	300	118	160	120	120	120	160
	FGFOA Members	[2]	3	7	5	7	6	6

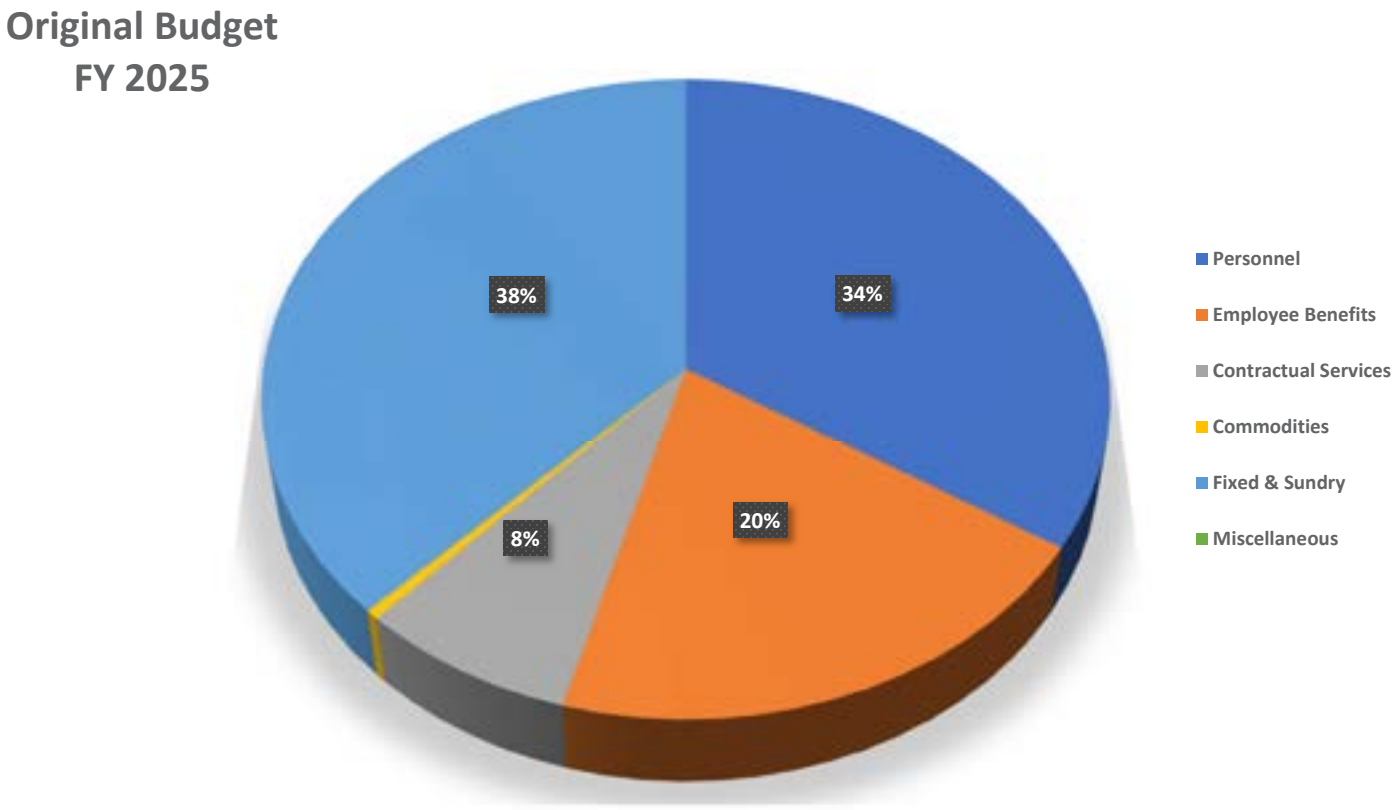
[1] Rating not yet available

[2] New Performance Measure

BUDGET SUMMARY - DEPT 21

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 622,394	$ 593,230	$ 574,516	$ 605,702	$ 31,186
Employee Benefits	433,252	526,093	411,877	359,809	(52,068)
Contractual Services	1,463,897	162,113	140,900	136,150	(4,750)
Commodities	4,660	7,657	7,100	7,986	886
Fixed & Sundry	533,462	643,375	814,005	669,677	(144,328)
Miscellaneous	-	-	-	-	-
TOTALS	**$ 3,057,665**	**$ 1,932,467**	**$ 1,948,398**	**$ 1,779,324**	**$ (169,074)**

* Contractual Services for FY 2022 contain debt restructuring fees.



DEPT. 21 - FINANCE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 619,505	$ 593,065	$ 572,016	$ 604,702
1020	Overtime	2,889	164	2,500	1,000
	Personnel Services Total	622,394	593,230	574,516	605,702
	EMPLOYEE BENEFITS				
4050	Retirement	248,652	268,917	180,016	130,287
4060	FICA	43,943	41,655	43,950	46,336
4070	Employees' Insurance	187,394	196,296	174,354	179,596
4090	Vacation Pay Expense	(15,662)	(725)	-	-
4100	Sick Pay Expense	(34,517)	16,533	-	-
4110	Net OPEB Expense	2,939	2,962	2,901	2,901
4600	Workers' Compensation	503	455	656	689
4640	Unemployment Claims	-	-	10,000	-
	Employee Benefits Total	433,252	526,093	411,877	359,809
	CONTRACTUAL SERVICES				
2139	Maintenance/Service Contracts	270	240	300	300
2140	Postage	-	1	50	50
2151	Printing	4,647	-	1,000	-
2161	Professional Fees - Audit	54,670	68,651	62,650	56,000
2164	Profess. Fees - Consulting/Eng.	513,524	11,926	41,000	41,000
2166	Professional Fees - Other	877,595	69,164	18,700	21,500
2170	Training	6,039	4,661	10,000	10,000
2171	Travel	241	462	750	750
2172	Car Allowance	4,075	3,300	3,300	3,300
2190	Communications	1,681	1,588	1,000	1,100
2230	Employee Relations	530	1,135	1,150	1,150
2260	Memberships - Professional	625	985	1,000	1,000
	Contractual Services Total	1,463,897	162,113	140,900	136,150
	COMMODITIES				
3311	Office Supplies	4,660	7,657	7,000	7,886
3313	Subscriptions	-	-	100	100
	Commodities Total	4,660	7,657	7,100	7,986
	FIXED & SUNDRY				
4020	Cash (Over) Short	(1,393)	(1,041)	-	-
4520	Licenses & Permits	-	-	105	250
4610	Property & Liab./Ins. & Uninsur.	11,151	10,562	13,900	15,290
5730	Bank Charges	523,704	633,854	800,000	654,137
	Fixed & Sundry Total	533,462	643,375	814,005	669,677
	Total	$ 3,057,665	$ 1,932,467	$ 1,948,398	$ 1,779,324

CHIEF OPERATING OFFICER

Daniel Retherford, P.E.

Customer Service
Regina D. Morris
Manager

Information Technology Services
Steve Crites (Acting)
Manager

Facilities
Joel Spades
Manager

FPUAnet® Communications
Jason Mittler
Manager

The Manatee Center
Jessica Kadie Barclay
Manager

Geospatial Technology
Jason Drost
Manager

Purchasing Program
Charles Berridy
Manager

Utility Operations
Melissa Martin
Manager

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
01 The Manatee Center	4 P	4	5	5	-
22 Supply Chain Management	7 D	7	9	9	
31 Chief Operating Officer	3	1	1	1	-
32 Information Technology Services	17	16	15	15	-
41 Public Affairs and Sustainability	1	4	- [1]	- [1]	-
35 Facilities	6	6	6	6	-
43 Customer Service	29 D	23 D	21 D	21 D	-
44 Utility Operations	-	18 D	18 D	18 D	-
46 Geospatial Technology Services	4	5	5	5	-
93 FPUAnet Communications	7	9	11	12	-
TOTAL FTE	**78**	**93**	**91**	**92**	**-**

D - Includes DROP participant employees

[1] Four positions moved from Chief Operating Officer, Dept. 31 to Director of Public Affairs & Sustainability, Dept. 41

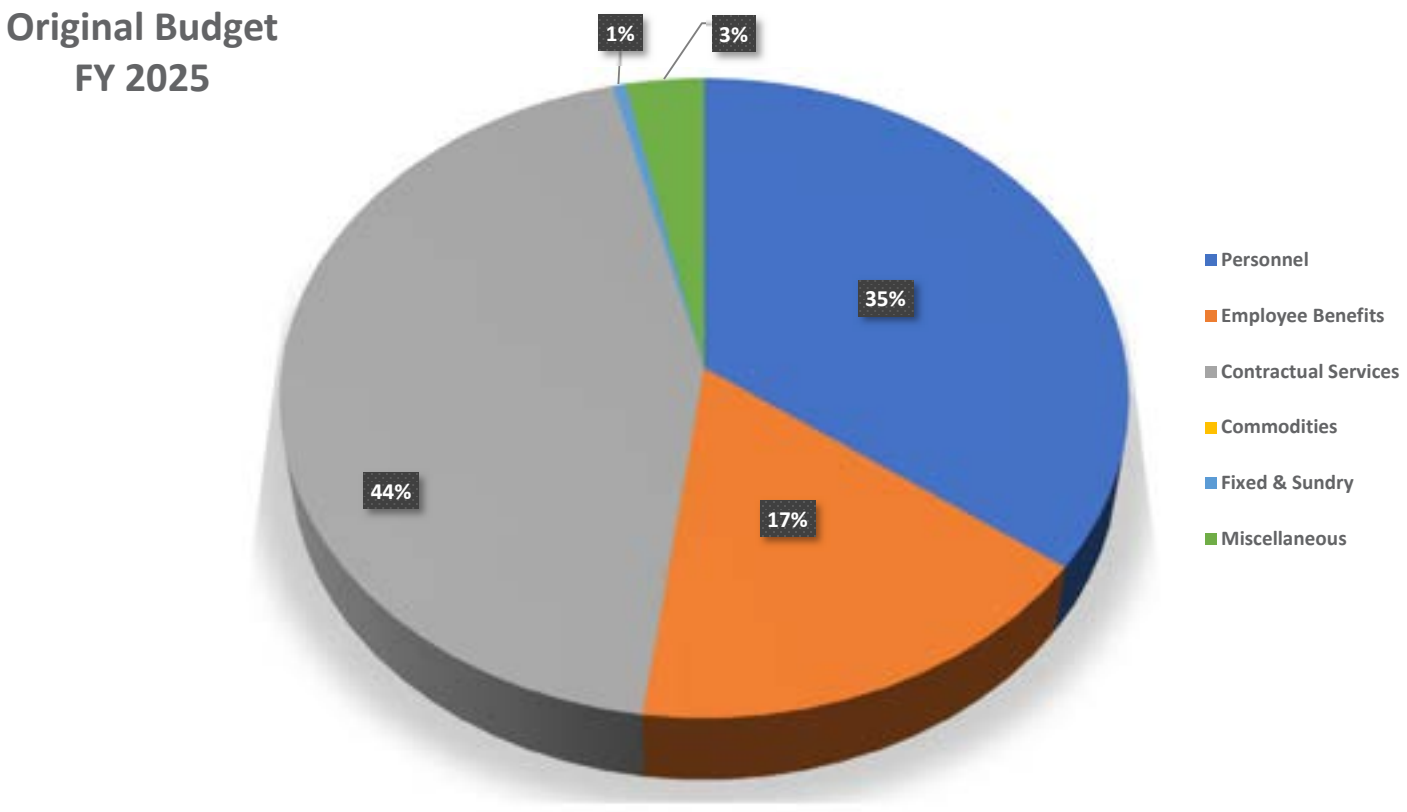
CHIEF OPERATING OFFICER

- Provide planning and direction for the following departments:
  - The Manatee Center – Department 01
  - Supply Chain Management – Department 22
  - Information Technology Services – Department 32
  - Facilities – Department 35
  - Customer Service – Department 43
  - Utility Operations – Department 44
  - Geospatial Technology – Department 46
  - FPUAnet® Communications – Department 93



BUDGET SUMMARY - DEPT 31

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 201,031	$ 135,614	$ 143,404	$ 150,711	$ 7,307
Employee Benefits	138,413	110,778	83,996	72,854	(11,142)
Contractual Services	59,812	83,385	115,460	189,145	73,685
Commodities	974	-	500	-	(500)
Fixed & Sundry	2,718	1,910	1,910	2,203	293
Miscellaneous	13,961	13,961	14,000	14,100	100
TOTALS	**$ 416,909**	**$ 345,647**	**$ 359,270**	**$ 429,013**	**$ 69,743**



DEPT. 31 - CHIEF OPERATING OFFICER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 201,031	$ 135,614	$ 143,404	$ 150,711
	Personnel Services Total	201,031	135,614	143,404	150,711
	EMPLOYEE BENEFITS				
4050	Retirement	89,868	67,980	44,957	32,418
4060	FICA	15,581	10,252	10,970	11,529
4070	Employees' Insurance	34,296	26,703	27,685	28,517
4090	Vacation Pay Expense	(1,574)	5,533	-	-
4100	Sick Pay Expense	(376)	-	-	-
4110	Net OPEB Expense	534	269	264	264
4600	Workers' Compensation	84	41	120	126
	Employee Benefits Total	138,413	110,778	83,996	72,854
	CONTRACTUAL SERVICES				
2151	Printing	1,245	-	-	-
2164	Profess. Fees - Consulting/Eng.	12,506	46,447	68,000	100,000
2166	Professional Fees - Other	400	-	-	-
2170	Training	8,011	3,218	5,000	5,000
2171	Travel	2,391	2,075	-	2,137
2172	Car Allowance	7,598	5,435	5,160	5,160
2190	Communications	456	435	300	300
2230	Employee Relations	-	42	-	43
2240	Business Relations	200	365	1,000	376
2260	Memberships - Professional	1,105	368	1,000	379
2262	Memberships - Civic	25,900	25,000	35,000	75,750
	Contractual Services Total	59,812	83,385	115,460	189,145
	COMMODITIES				
3311	Office Supplies	954	-	500	-
3313	Subscriptions	20	-	-	-
	Commodities Total	974	-	500	-
	FIXED & SUNDRY				
4520	Licenses & Permits	-	99	-	102
4610	Property & Liab./Ins. & Uninsur.	2,718	1,811	1,910	2,101
	Fixed & Sundry Total	2,718	1,910	1,910	2,203
	MISCELLANEOUS				
9030	Depreciation Expense	13,961	13,961	14,000	14,100
	Miscellaneous Total	13,961	13,961	14,000	14,100
	Total	$ 416,909	$ 345,647	$ 359,270	$ 429,013

THE MANATEE CENTER

Department Description

This department manages the operations of the Manatee Center, a nature-based museum located where the mouth of Moore's Creek meets the Indian River Lagoon. The Manatee Center exists as a joint agreement between the City of Fort Pierce, FPUA, and the Treasure Coast Manatee Foundation, a 501c3 organization.

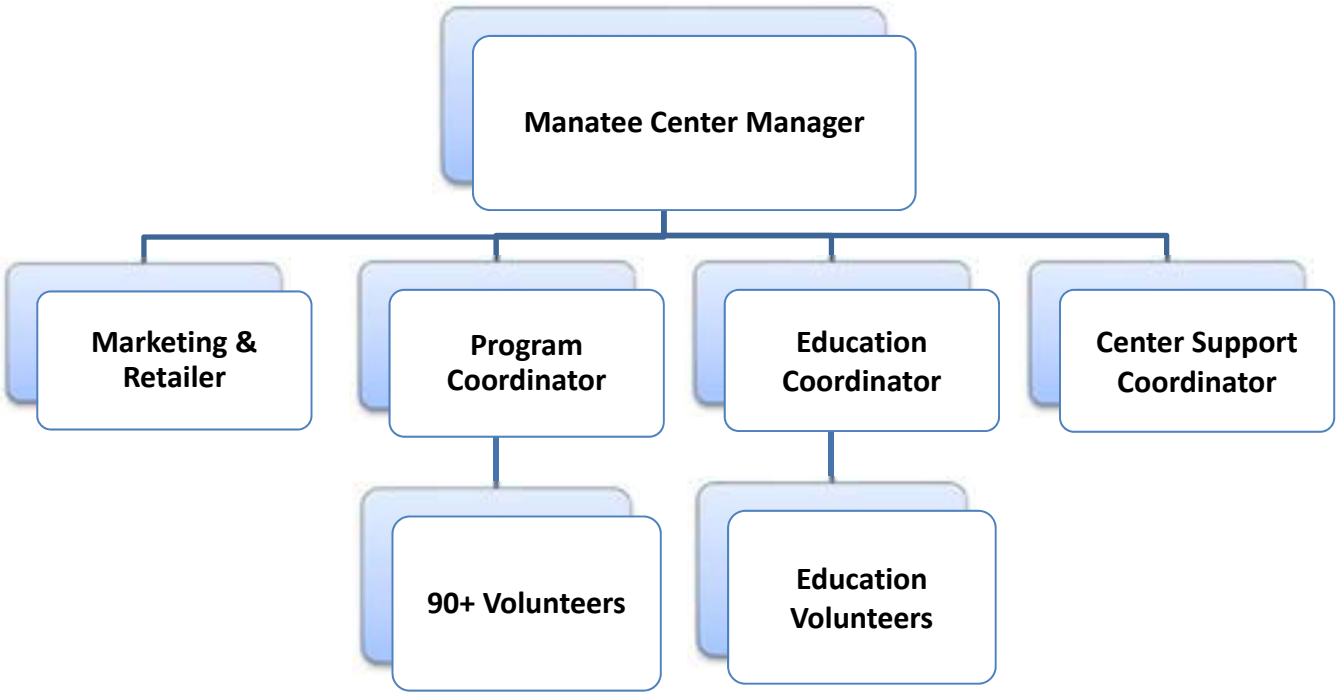
Thanks to FPUA's ongoing commitment to Community and Environmental Stewardship as demonstrated though support for this department, the Manatee Center is able to focus on its mission to lead environmental education through inspiring visitor experiences. Sharing scientific study of the Treasure Coast marine ecology, it is an inclusive space to enjoy, explore and advance environmental knowledge and advocacy together.

The Manatee Center fulfills this purpose by providing quality educational programming to visitors within the Treasure Coast, as well as by operating a beloved education center that inspires visitors from all over the world to fall in love with Florida Manatees and their habitat, the Indian River Lagoon, through engaging exhibitry and personable interactions with the Manatee Center team of volunteers.

Departmental Accomplishments

- Thanks to a collaborative effort with local schools and partner organizations, the Manatee Center won 1st place for the Non-Float Entry: Best Interpretation of the Theme, in the Sights and Sounds on 2nd Street Christmas Parade
- Partnered with TCMF to host the 16th Annual Manatee 5K Race
- Participated in 2024 Indian River Lagoon Science Festival, with local partner, Smithsonian Marine Station
- Increased operational efficiencies by implementing modern tech platforms such as Point of Sale, Volunteer Management, Project Management and Team communication.
- Established new partnerships with local organizations to expand educational programming and enhance engagement opportunities for our Fort Pierce neighbors.

THE MANATEE CENTER STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Manatee Center Manager	1	1	1	-
Marketing & Retailer	1	1	1	-
Program Coordinator	1	1	1	-
Center Support Coordinator [1]	-	1	1	-
Education Coordinator	1	1	1	-
TOTAL FTE	4	5	5	-

[1] New position in FY 2024

THE MANATEE CENTER

DEPARTMENTAL GOALS AND OBJECTIVES

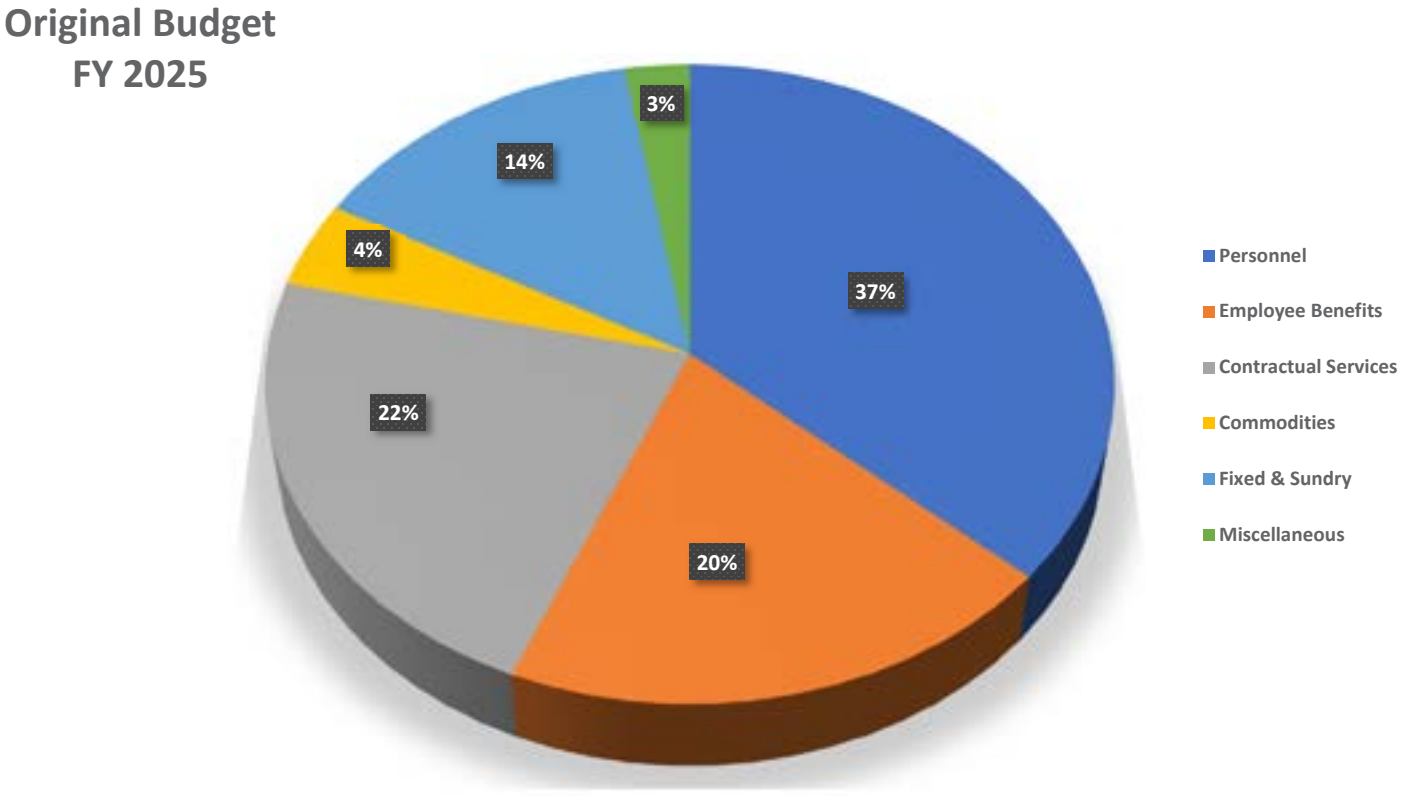
	Community Relations	Increase the total number of individuals reached through all engagement opportunities (visitors, special events, outreach).
		Increase local visibility by creating and marketing high-quality engagement opportunities for residents of all ages & abilities.
		Reduce the amount of volunteer hours utilized for operations purposes, and increase the hours used for education and engagement efforts.
		Increase the number of public and special attendance events offered each year
		Continued exploration of supplemental income opportunities through grants, earned revenues, and other funding sources.

Strategic Goal	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Total Individuals Reached [1]	52,000	61,633	60,000	52,078	60,000	54,000	60,000
	% of Labor Utilized for Education [2]	-	4.7	-	9.8	-	2.9	5
	% of Labor Utilized for Operations [2]	-	72.8	-	65.7	-	78.9	70
	Volunteer hours	12,000	8,738	12,000	8,177	9,000	5,612	12,000
	% increase in number of events offered [2]	-	-	-	-	5%	7%	5%
	Adult Education Participants [3] (formerly Lunch & Learn)	365	3	365	194	400	348	400
	Student Education Participants [3] (students & campers)	4,700	4,350	4,700	5,076	2,700	4,579	5,000
	Visitors Reached at Offsite Partner Events [3]	-	-	-	-	25,000	18,000	25,000
	Hosted Special Event Attendance [3]	-	-	-	-	2,750	1,871	2,500

[1] Total Individuals Reached represents the sum of: Visitors to The Manatee Center exhibit hall, Education Program Participants (on-site and off-site), and Visitors Engaged at Offsite Partner Events where The Manatee Center participates.
[2] New data point no previous goals set
[3] Data point now being tracked independently, though still included within Total Individuals Reached [1]

BUDGET SUMMARY - DEPT 1

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 183,195	$ 202,424	$ 245,040	$ 283,709	$ 38,669
Employee Benefits	133,292	190,637	165,236	154,103	(11,133)
Contractual Services	99,935	166,702	162,302	173,942	11,640
Commodities	18,066	22,991	41,920	33,785	(8,135)
Fixed & Sundry	108,022	100,600	128,700	111,223	(17,477)
Miscellaneous	15,003	20,913	23,000	21,122	(1,878)
TOTALS	**$ 557,513**	**$ 704,267**	**$ 766,198**	**$ 777,884**	**$ 11,686**



DEPT. 01 - MANATEE CENTER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 182,226	$ 201,797	$ 244,540	$ 283,209
1020	Overtime	969	627	500	500
	Personnel Services Total	183,195	202,424	245,040	283,709
	EMPLOYEE BENEFITS				
4050	Retirement	76,015	98,891	77,189	61,026
4060	FICA	13,159	14,393	18,746	21,704
4070	Employees' Insurance	49,621	72,112	67,260	69,283
4090	Vacation Pay Expense	(2,380)	2,067	-	-
4100	Sick Pay Expense	(4,895)	1,397	-	-
4110	Net OPEB Expense	1,069	1,077	1,055	1,055
4600	Workers' Compensation	703	700	986	1,035
	Employee Benefits Total	133,292	190,637	165,236	154,103
	CONTRACTUAL SERVICES				
2110	Advertising	10,052	10,669	14,000	14,000
2131	Maintenance Of Buildings	9,504	14,010	16,785	14,430
2132	Maintenance of vehicles	-	76	-	78
2133	Maintenance Of Equipment	262	890	686	917
2139	Maintenance/Service Contracts	53,890	103,366	92,000	90,000
2140	Postage	626	431	490	444
2151	Printing	1,260	1,002	7,500	7,500
2166	Professional Fees - Other	558	12,597	3,000	10,000
2170	Training	468	547	3,000	10,460
2172	Car Allowance	3,520	3,300	3,300	3,300
2190	Communications	4,377	5,267	5,600	5,900
2200	Utilities	10,971	11,082	9,640	10,600
2230	Employee/Volunteer Relations	3,939	2,836	5,000	5,000
2240	Business Relations	53	-	-	-
2260	Memberships - Professional	455	629	1,100	648
2262	Memberships - Civic	-	-	201	665
	Contractual Services Total	99,935	166,702	162,302	173,942
	COMMODITIES				
3311	Office Supplies	954	3,027	3,216	3,118
3313	Postage	126	528	384	544
3316	Operating Supplies	16,818	19,316	38,320	30,000
3331	Vehicle Supplies	168	119	-	123
	Commodities Total	18,066	22,991	41,920	33,785
	FIXED & SUNDRY				
4010	Cost of Goods Sold	94,800	78,738	92,400	81,100
4015	Sales Discount	3,711	2,987	7,500	3,076
4020	Cash (Over) Short	(119)	(285)	200	200
4520	Licenses & Permits	-	60	300	62
4610	Property & Liab./Ins. & Uninsur.	9,169	12,651	18,300	20,130
4666	Inventory Adjustments	(1,736)	587	-	605
5730	Bank Charges	2,197	5,863	10,000	6,050
	Fixed & Sundry Total	108,022	100,600	128,700	111,223
	MISCELLANEOUS				
9030	Depreciation Expense	15,003	20,913	23,000	21,122
	Miscellaneous Total	15,003	20,913	23,000	21,122
	Total	$ 557,513	$ 704,267	$ 766,198	$ 777,884

SUPPLY CHAIN MANAGEMENT

Department Description

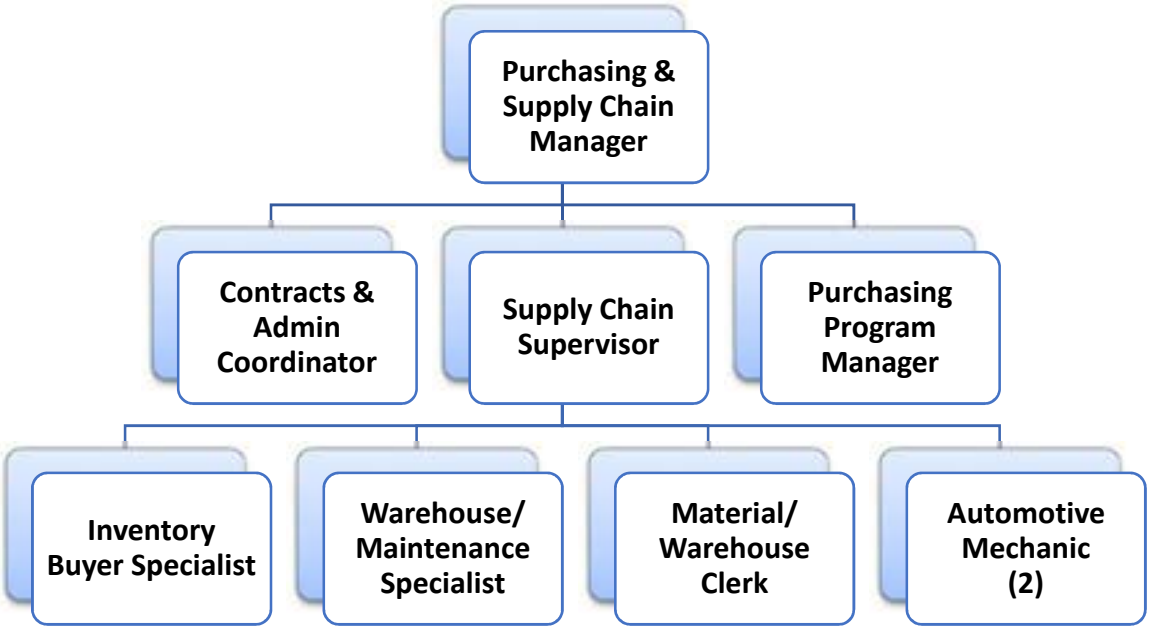
The Supply Chain Management Department is responsible for the requisition and procurement of goods and services by FPUA, including all formal and informal bids, request for proposals (RFP), and other types of public solicitations in compliance with FPUA's rules and all applicable federal, state and local laws. Contract Administration processes contracts from inception to final approval and signature by the Board, and manages the contract renewal process. The department also maintains and controls a computerized inventory system consisting of electric, water, gas, and wastewater parts; janitorial, medical, and office supplies; and communication equipment. In addition, Supply Chain Management facilitates the disposition of obsolete materials, testing of PCB transformers, and maintaining the vehicle fuels inventory.

Supply Chain Management also includes Centralized Fleet Services which oversees the entire fleet of vehicles from cradle to grave. This portion of the department ensures the timely procurement, maintenance, repairs, and vehicle safety inspections are completed for each vehicle to optimize the efficiency of our fleet. Fleet Services also ensures that vehicles that are no longer reliable are auctioned online at a public auction site.

Departmental Accomplishments

- Continued the online auction process for retired assets recouping approximately $8,000.
- Improved the time required to complete competitive procurements through the use of revised purchasing and competitive bidding thresholds on purchases and services
- Contracted with eleven new qualified firms for Water and Wastewater Professional Engineering and Design Build Services
- Contracted with nine new qualified firms for Electric and Gas Professional Engineering and Design Build Services
- Contracted with five new qualified five firms for Commercial, Mechanical, and Plumbing Professional Engineering
- Renewed the FY 2023 temporary exemption on emergency purchases of goods and services, in accordance with the purchasing manual, to include the hurricane season preparation and to provide relief from long lead times on procurement
- Successfully acquired and trained a new Contracts Coordinator on all aspects of the Contract process for a position that has been open for approximately one year.

SUPPLY CHAIN MANAGEMENT STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/25
Purchasing and Supply Chain Manager [3]	-	1	1	-
Supply Chain Supervisor [3]	-	1	1	-
Purchasing Program Manager [1]	1	1	1	-
Contracts & Admin Coordinator [1]	1	1	1	-
Inventory Buyer Specialist	1	1	1	-
Warehouse/Maintenance Specialist	2	1	1	-
Material/Warehouse Clerk	1	1	1	-
Fleet Management Administrator [2]	1	-	-	-
Automotive Mechanics [4]	2	2	2	-
TOTAL FTE	9	9	9	-

[1] Positions transitioned to Dept. 22 Supply Chain Management. Previously part of Dept. 14 Regulatory Affairs

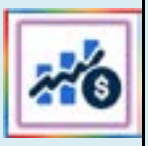
[2] Position eliminated in FY 2024

[3] New Position

[4] Position tansitioned from Facilities in FY 2024

SUPPLY CHAIN MANAGEMENT

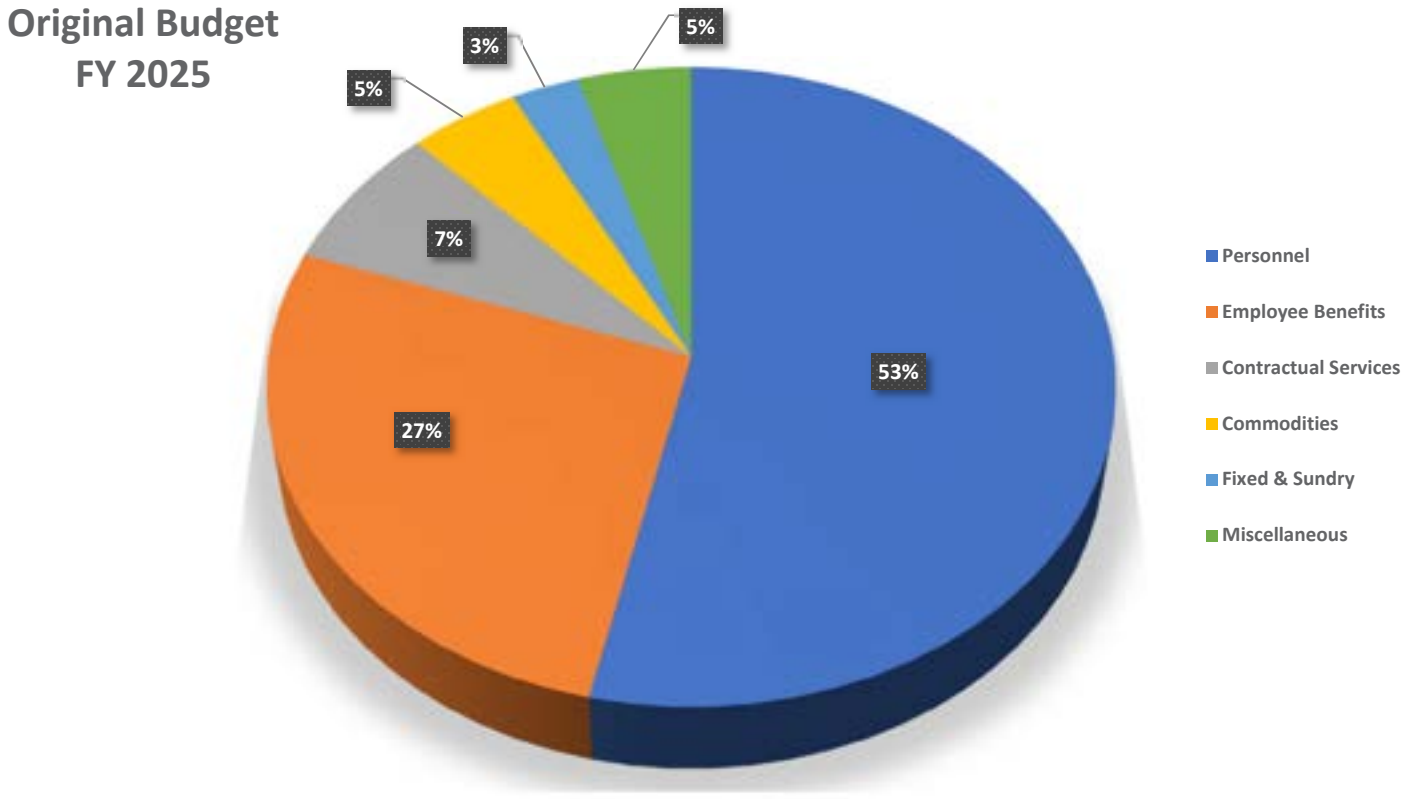
DEPARTMENTAL GOALS AND OBJECTIVES

	**Technology**	Maintain and control a computerized inventory system, consisting of electric, water, wastewater, natural gas, fiber, janitorial, medical and office supplies
	**Growth and Rates**	Centralized Fleet Services, practice a cradle to grave approach for procurement, maintenance, repairs, and disposition
		Plan, organize and direct the purchasing, contracts administration, and risk management activities throughout the organization
		Streamline the requisition and procurement process for all FPUA departments
		Ensure the fair and equitable treatment of all parties involved with formal solicitations issued by FPUA, to maximize the purchasing value of FPUA funds, and provide safeguards for maintaining a procurement system of quality and integrity
		Auction obsolete equipment and material on an annual basis to minimize overhead cost and maximize warehouse space
		Recycle all metals that are removed or retired from all the utilities systems
		Carefully dispose of hazardous material according to local, state, and federal laws
	**Workforce**	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Formal Solicitations Completed**	45	29	40	29	30	25	25
	Informal Solicitations Completed	-	57	75	80	90	60	75
	POA's Completed	390	446	400	524	460	475	480
	Stock purchase orders	900	739	900	747	900	875	< 950
	**Stock items issued**	9,500	10,641	9,000	10,431	9,000	10,986	>9,500
	Stock items returned	100	38	75	57	75	44	<75
	Inventory Shrinkage	0	0.107	0	0.001	0	< 1%	<1%
	Pounds of recycled metal	50,000	60,480	50,000	99,717	50,000	60,000	>50,000
	**Dept. Safety Frequency Rate**	0	0	0	0	0	0	0
	Dept. Safety DART Rate	0	0	0	0	0	0	0

BUDGET SUMMARY - DEPT 22

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 392,905	$ 388,760	$ 373,768	$ 500,954	$ 127,186
Employee Benefits	312,554	331,606	247,803	251,343	3,540
Contractual Services	76,201	65,618	69,350	69,381	31
Commodities	35,438	42,021	18,296	43,280	24,984
Fixed & Sundry	28,392	9,188	43,490	26,632	(16,858)
Miscellaneous	24,177	43,908	29,000	44,347	15,347
TOTALS	**$ 869,667**	**$ 881,101**	**$ 781,707**	**$ 935,937**	**$ 154,230**



DEPT. 22 - SUPPLY CHAIN MANAGEMENT

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 385,091	$ 373,130	$ 365,768	$ 492,954
1020	Overtime	7,814	15,631	8,000	8,000
	Personnel Services Total	392,905	388,760	373,768	500,954
	EMPLOYEE BENEFITS				
4050	Retirement	155,884	174,334	117,080	107,755
4060	FICA	24,823	23,959	28,593	38,323
4070	Employees' Insurance	121,218	133,335	94,939	97,794
4090	Vacation Pay Expense	4,706	(4,577)	-	-
4100	Sick Pay Expense	432	(505)	-	-
4110	Net OPEB Expense	1,870	1,885	1,582	1,582
4600	Workers' Compensation	3,621	3,174	5,609	5,889
	Employee Benefits Total	312,554	331,606	247,803	251,343
	CONTRACTUAL SERVICES				
2110	Advertising	-	-	3,500	3,500
2122	Rentals	2,142	2,327	2,500	2,397
2132	Maintenance Of Vehicles	18,473	13,534	7,500	2,000
2133	Maintenance Of Equipment	2,276	87	2,000	2,000
2139	Maintenance/Service Contracts	5,453	701	2,500	2,500
2140	Postage	3	23	150	24
2151	Printing	40	-	200	-
2170	Training	-	1,520	3,900	5,000
2171	Travel	-	-	100	-
2190	Communications	5,308	5,343	4,500	4,700
2200	Utilities	42,426	41,996	42,200	46,410
2230	Employee Relations	80	85	200	350
2260	Memberships - Professional	-	-	100	500
	Contractual Services Total	76,201	65,618	69,350	69,381
	COMMODITIES				
3311	Office Supplies	1,500	1,212	2,000	1,248
3313	Subscriptions	2,581	2,473	2,156	2,547
3316	Operating Supplies	13,971	16,487	10,000	16,981
3331	Vehicle Supplies	12,772	15,564	2,640	16,031
3340	Small Tools	4,614	6,285	1,500	6,473
	Commodities Total	35,438	42,021	18,296	43,280
	FIXED & SUNDRY				
4520	Licenses & Permits	50	150	200	155
4610	Property & Liab./Ins. & Uninsur.	20,560	21,021	35,290	38,819
4666	Inventory Adjustments	7,782	(11,983)	8,000	(12,342)
	Fixed & Sundry Total	28,392	9,188	43,490	26,632
	MISCELLANEOUS				
9030	Depreciation Expense	24,177	43,908	29,000	44,347
	Miscellaneous Total	24,177	43,908	29,000	44,347
	Total	$ 869,667	$ 881,101	$ 781,707	$ 935,937

INFORMATION TECHNOLOGY

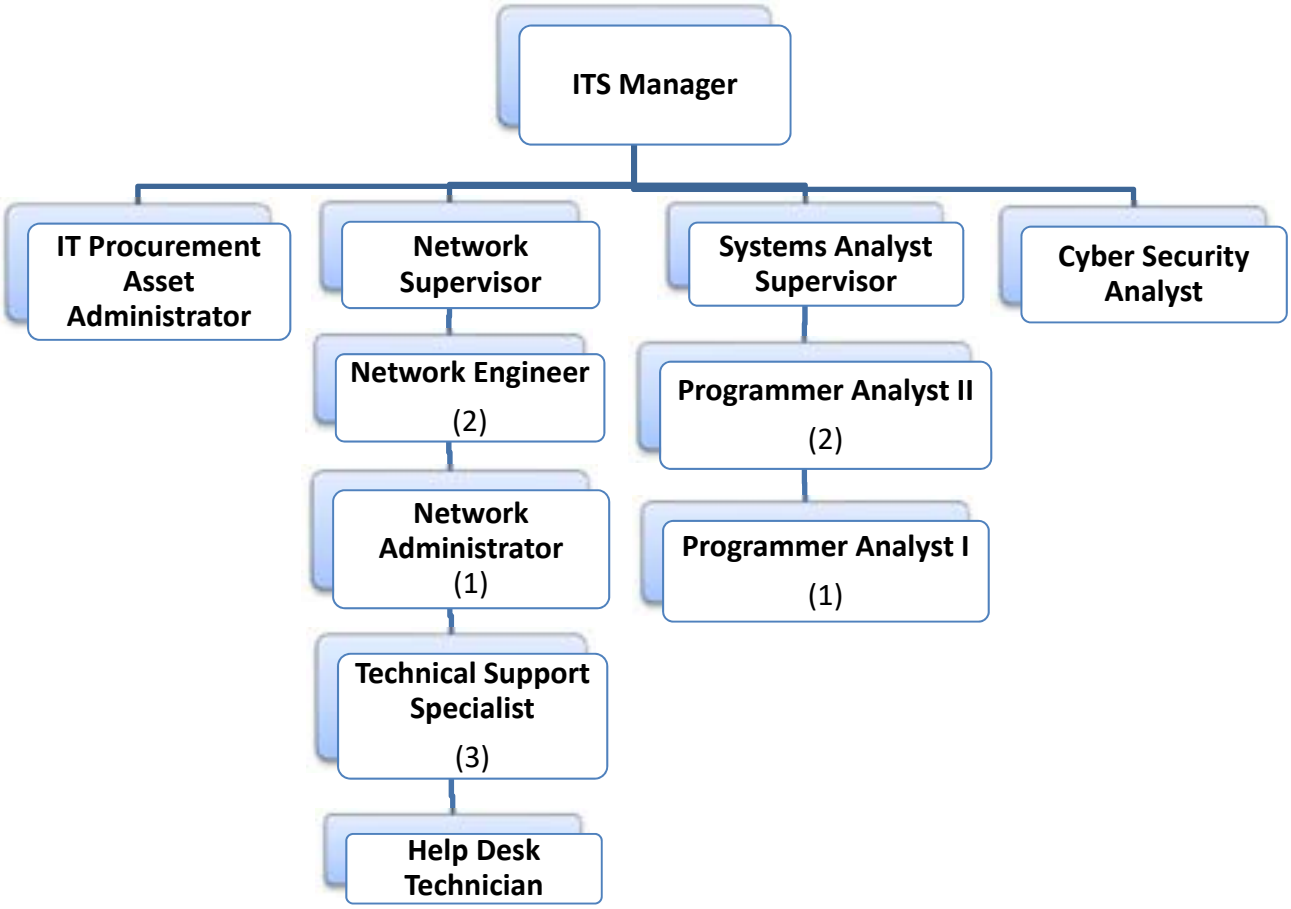
Department Description

The Information Systems Department is responsible for providing its customers with cost-effective, innovative information management and technical solutions that support the business strategies of FPUA. This department is responsible for design, development, support, and maintenance of computerized management information systems, cyber security, and voice/data communications systems within the FPUA. Information systems include the customer and billing system, a uniform accounting system, computer-based office automation system, VoIP telephone system, local area networks, and fixed and wireless wide area networks.

Departmental Accomplishments

- Upgrade of Cisco VoIP System. The new UCS infrastructure is a modular architecture box built on innovative virtual technology that provides greater redundancy, capacity, and scalability at a lower administration cost. The new system will allow software updates to increase reliability, improve customer service, and provide better integration with third-party systems.

INFORMATION TECHNOLOGY SERVICES STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
ITS Manager	1	1	1	-
Cyber Security Analyst	1	1	1	-
Help Desk Technician	1	1	1	-
IT Procurement Asset Administrator	1	1	1	-
Network Supervisor	1	1	1	-
Network Administrator	2	1	1	-
Network Engineer	2	2	2	-
Programmer Analyst I	1	1	1	-
Programmer Analyst II	2	2	2	-
Systems Analyst Supervisor	1	1	1	-
Technical Support Specialist	3	3	3	-
TOTAL FTE	16	15	15	-

INFORMATION TECHNOLOGY SERVICES

DEPARTMENTAL GOALS AND OBJECTIVES

	**Technology**	Administration: Provide general administrative support to the other groups of ITS; provide financial management, administration of the telecommunications, IT operating account, and company-wide computer replacement, which includes centralized purchasing of all computer and communication-related equipment and software
		Systems Group: Provide maintenance and support of FPUA's Core Business System (CBS); development, maintenance, support, and training of applications; development and maintenance of web services; and operate a centralized help desk for all technology support requests
		Network Group: Provide hardware/software support and user training; technological support and consultation for all departments throughout FPUA; maintain client/server environment; develop and maintain FPUA communication infrastructure; develop and maintain telecommunication infrastructure, which includes voice over internet protocol (VoIP) phones, radios, cell phones, and mobile wireless fidelity (Mi-Fi); support and maintain Cardkey access control system

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Workstations supported	340	330	330	350	360	375	360
	VoIP phones supported	313	311	286	290	260	290	260
	Cell phones supported	112	114	118	118	116	125	125
	Radios supported	225	229	225	226	230	231	231
	Servers supported	115	123	135	124	125	129	125
	**Work orders completed**	5,000	5,425	4,000	6,636	6,000	6,000	6,000
	AVL	100%	100%	100%	100%	100%	100%	100%
	Camera	99.9%	100%	99.9%	100%	99.9%	100%	99.9%
	CBS Applications*	99.9%	100%	99.9%	99.9%	99.9%	99.8%	99.9%
	Internet**	99.9%	100%	99.9%	99.1%	99.9%	100%	99.9%
	Keycard	99.9%	100%	99.9%	100%	99.9%	100%	99.9%
	Network**	99.7%	100%	99.7%	99.5%	99.7%	99.7%	99.7%
	Telephones**	99.9%	100%	99.9%	100%	99.9%	99.9%	99.9%
	Radio***	99.9%	100%	99.9%	100%	99.9%	99.9%	99.9%
	VPN**	100%	100%	99.9%	100%	99.9%	99.9%	99.9%

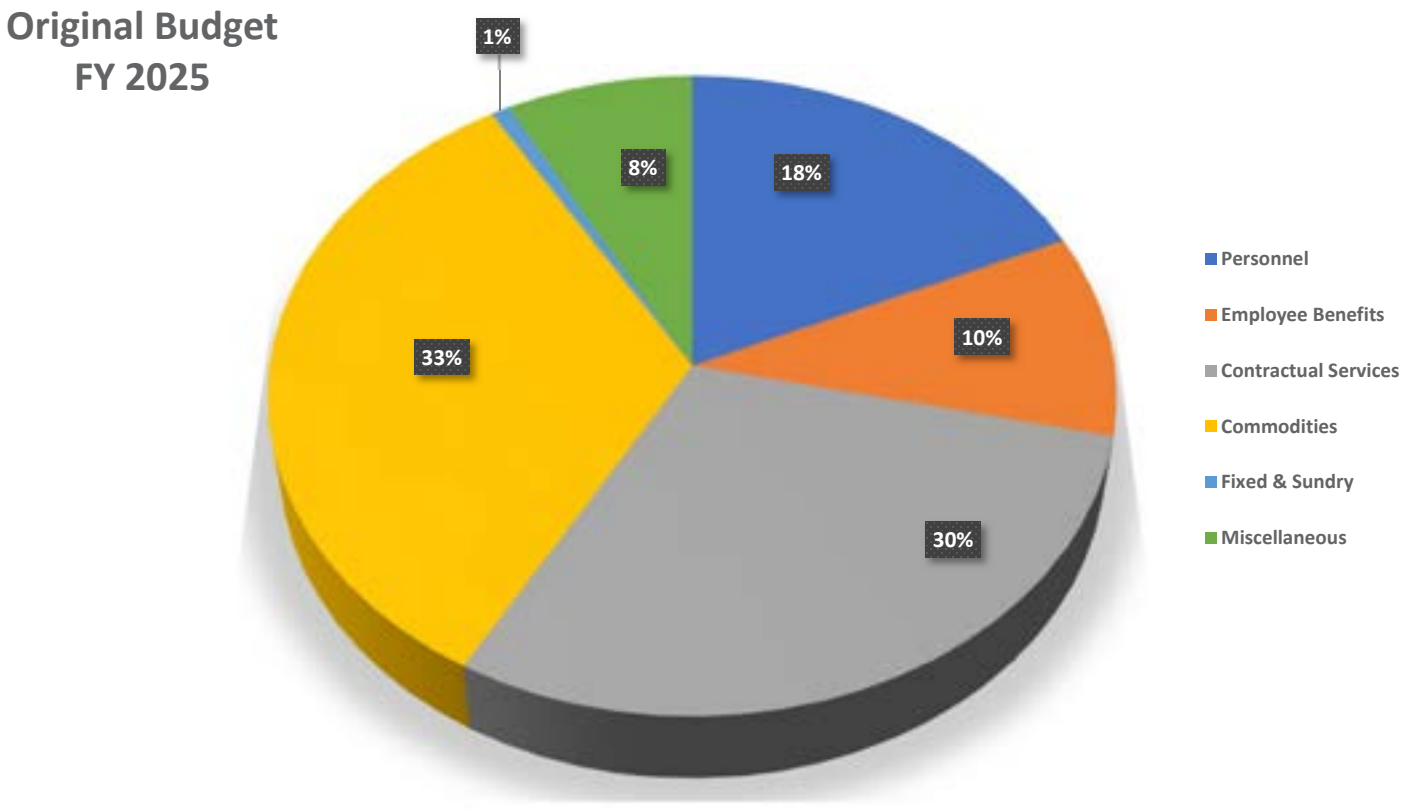
*Supported by virtualization across multiple servers.

**Supported by redundant paths, equipment, and uninterruptible power supply (UPS).

*** Supported by redundant equipment, UPS, and generator.

BUDGET SUMMARY - DEPT 32

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,174,156	$ 1,144,438	$ 979,813	$ 1,047,150	$ 67,337
Employee Benefits	891,531	873,962	653,347	585,120	(68,227)
Contractual Services	970,588	1,015,909	1,034,708	1,706,563	671,855
Commodities	355,620	477,593	1,458,735	1,899,067	440,332
Fixed & Sundry	41,257	46,281	40,440	44,484	4,044
Miscellaneous	427,396	443,188	450,000	447,619	(2,381)
TOTALS	**$ 3,860,548**	**$ 4,001,370**	**$ 4,617,043**	**$ 5,730,003**	**$ 1,112,960**



DEPT. 32 - INFORMATION TECHNOLOGY SERVICES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,167,390	$ 1,137,319	$ 969,813	$ 1,037,150
1020	Overtime	6,766	7,120	10,000	10,000
	Personnel Services Total	1,174,156	1,144,438	979,813	1,047,150
	EMPLOYEE BENEFITS				
4050	Retirement	515,958	538,501	306,683	225,242
4060	FICA	85,709	83,590	74,956	80,107
4070	Employees' Insurance	276,482	283,234	266,475	274,487
4090	Vacation Pay Expense	(7,297)	(13,310)	-	-
4100	Sick Pay Expense	15,425	(23,067)	-	-
4110	Net OPEB Expense	4,542	4,309	4,219	4,219
4600	Workers' Compensation	712	704	1,014	1,065
	Employee Benefits Total	891,531	873,962	653,347	585,120
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	1,474	95	1,000	800
2133	Maintenance Of Equipment	10,861	20,329	26,000	25,000
2139	Maintenance/Service Contracts	832,597	787,466	392,500	719,327
2140	Postage	86	71	500	500
2151	Printing	45	45	30	50
2164	Professional Fees - Consulting/Eng	-	14,050	207,000	300,000
2170	Training	29,096	13,752	16,128	44,636
2171	Travel	268	952	500	800
2172	Car Allowance	11,944	10,175	6,600	6,600
2190	Communications	82,159	168,235	383,600	608,000
2230	Employee Relations	758	689	850	850
2260	Memberships - Professional	1,300	50	-	-
	Contractual Services Total	970,588	1,015,909	1,034,708	1,706,563
	COMMODITIES				
3311	Office Supplies	1,590	683	1,000	1,000
3313	Subscriptions	18,359	50,056	1,114,260	1,442,763
3316	Operating Supplies	334,064	424,729	338,975	450,804
3331	Vehicle Supplies	1,607	1,956	4,000	4,000
3340	Small Tools	-	169	500	500
	Commodities Total	355,620	477,593	1,458,735	1,899,067
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	41,257	46,281	40,440	44,484
	Fixed & Sundry Total	41,257	46,281	40,440	44,484
	MISCELLANEOUS				
9030	Depreciation Expense	427,396	443,188	450,000	447,619
	Miscellaneous Total	427,396	443,188	450,000	447,619
	Total	$ 3,860,548	$ 4,001,370	$ 4,617,043	$ 5,730,003

FACILITIES

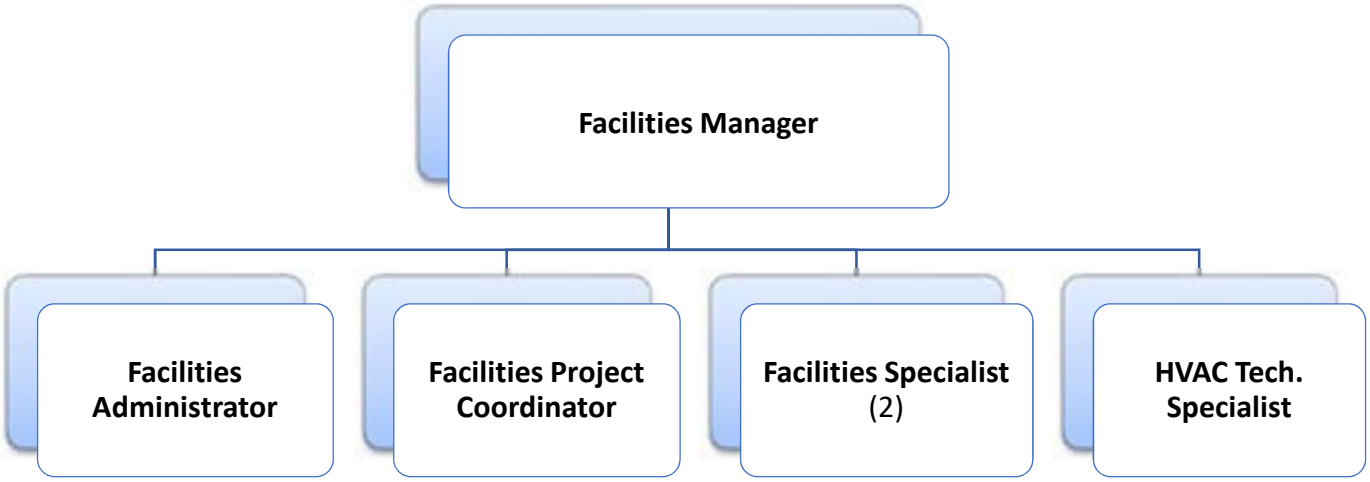
Department Description

To provide FPUA with economical solutions, professional resources and friendly service in a continuous effort to enhance company-wide productivity. The Facilities department is responsible for the delivery of a variety of facility construction and maintenance services to the business units.

Departmental Accomplishments

- Continuously manage energy conservation measures as an intricate part of space allocation and reconfiguration.
- Purchased (2) 60 KW portable generators cooperatively with Wastewater Collections to provide an emergency source of power for FPUA lift stations.
- Replaced (9) obsolete HVAC systems at the Water Resources, Water Reclamation, and Administration facilities.
- Awarded and working to complete engineering for Administration Complex electrical improvements by end of FY2024.
- Completed construction remodel projects at the Annex building to create work spaces for new and relocated employees.

FACILITIES STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Facilities Manager	1	1	1	-
Facilities Administrator	1	1	1	-
Facilities Project Coordinator	1	1	1	-
Facilities Specialist	2	2	2	-
HVAC Tech Specialist	1	1	1	-
Automotive Mechanic [1]	2	-	-	-
TOTAL FTE	8	6	6	-

[1] Position transitioned into Dept. 35 Facilities in 2023; transferring back to Dept. 22 Supply Chain Management in FY 2024

FACILITIES

DEPARTMENTAL GOALS AND OBJECTIVES

	Growth and Rates	Monitor exposures of all facilities and other physical properties owned by FPUA
		Provide for the design and maintenance of FPUA's facilities in a cost-effective manner
		Record, monitor, and manage contracts, service agreements, and warranties associated with all facilities
	Community Relations	Provide timely handling of FPUA mail and correspondence
		Provide the community with Weatherization Educational Outreach Program services. (WEOP)

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Facilities work requests	400	395	200	386	400	320	300
	Obsolete HVAC systems replaced	5	3	5	5	5	9 [1]	5
	Customer work requests	150	194	200	247	200	253	225
	Cycle time (days to complete work requests)	6.00	7.38	5.00	7.00	5.00	8.00	6.00
	Average age of active work orders (days)	5.00	13.90	8.00	11.56	8.00	8.00	5.00
	Facilities Operating GSF Index	11%	16%	10%	13%	10%	18%	15%
	Facilities Operating GUE Index	13%	21 % [2]	12%	18%	18%	29%	20%
	Homes participating in WEOP	35	8 [1]	25	N/A [3]	25	N/A [4]	40

[1] (1) 9000BTU mini-split @ the Admin elevator equipment room; (1) 5 ton HVAC @ WTP W/WW Directors Office; (3) 4 ton wall hung HVAC @ WTP GE Trailer; (1) 3.5 ton wall hung HVAC @ WTP Tower MCC; (2) 5 ton wall hung HVAC @ WRF MCC; (1) 1.5 ton mini-split @ WRF motor shop

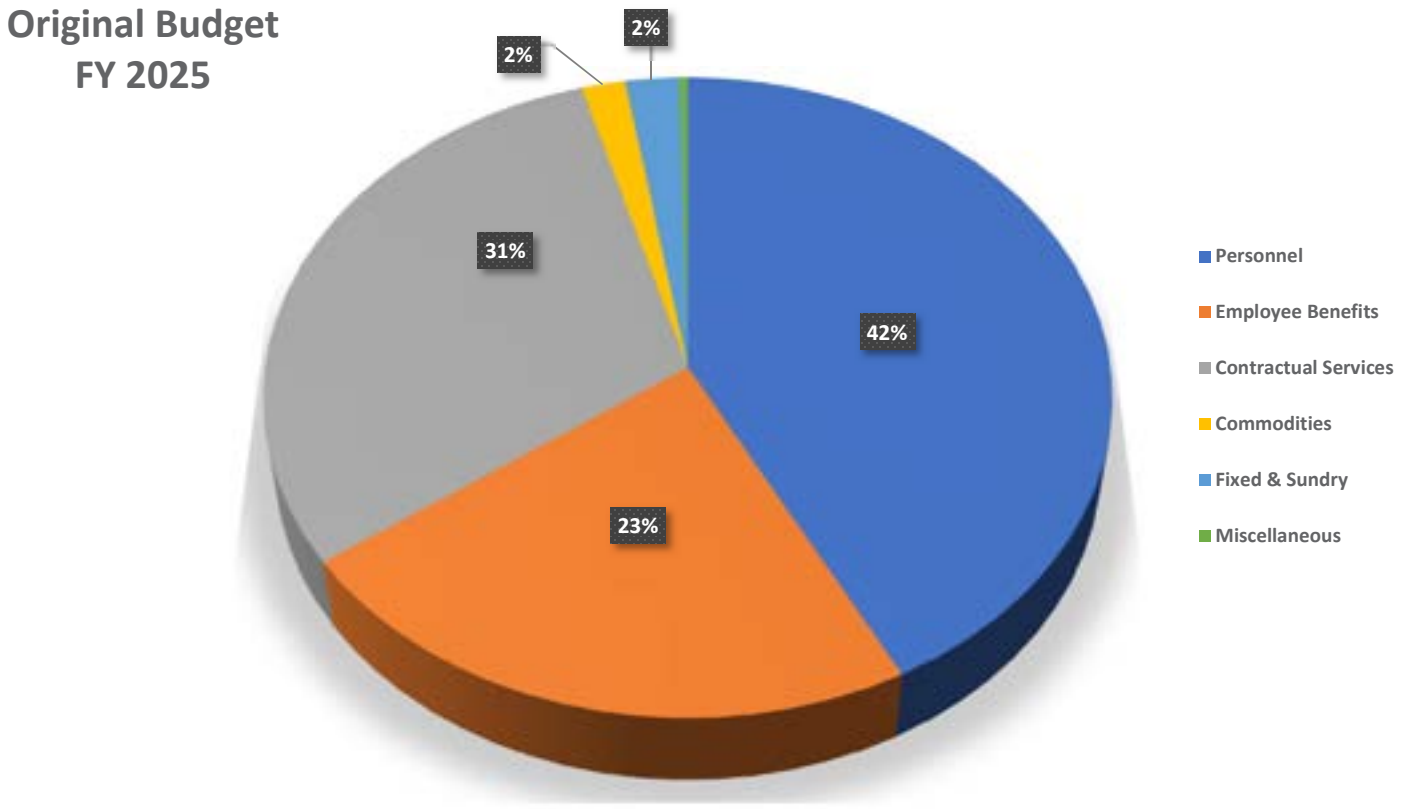
[2] Pandemic restricted access to Facilities, less work by contractors Utility percentage increases

[3] Pandemic year - restricted access to homes.

[4] Progam moved to Chief Operating Officer (Dept. 31) for FY 2024. Program to be returned to Facilities (Dept. 35) in FY 2025.

BUDGET SUMMARY - DEPT 35

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 345,448	$ 375,849	$ 540,336	$ 590,626	$ 50,290
Employee Benefits	302,316	343,820	351,794	318,111	(33,683)
Contractual Services	361,830	416,558	404,100	424,590	20,490
Commodities	21,428	22,080	33,045	25,496	(7,549)
Fixed & Sundry	11,904	15,248	26,270	31,112	4,842
Miscellaneous	4,406	5,144	20,000	5,196	(14,804)
TOTALS	**$ 1,047,332**	**$ 1,178,699**	**$ 1,375,545**	**$ 1,395,131**	**$ 19,586**



DEPT. 35 - FACILITIES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 316,912	$ 352,652	$ 490,336	$ 540,626
1020	Overtime	28,536	23,197	50,000	50,000
	Personnel Services Total	345,448	375,849	540,336	590,626
	EMPLOYEE BENEFITS				
4050	Retirement	172,290	206,384	168,876	127,044
4060	FICA	29,700	31,900	41,336	45,183
4070	Employees' Insurance	78,008	91,204	135,316	139,384
4090	Vacation Pay Expense	5,637	8,744	-	-
4100	Sick Pay Expense	12,053	1,320	-	-
4110	Net OPEB Expense	1,603	1,616	1,582	1,582
4600	Workers' Compensation	3,025	2,652	4,684	4,918
	Employee Benefits Total	302,316	343,820	351,794	318,111
	CONTRACTUAL SERVICES				
2122	Rentals	3,988	3,800	1,000	8,000
2131	Maintenance Of Buildings	37,517	27,941	50,000	50,000
2132	Maintenance Of Vehicles	2,181	2,524	7,500	5,000
2139	Maintenance/Service Contracts	168,872	195,072	242,470	242,470
2140	Postage	2,913	5,456	4,500	5,620
2151	Printing	-	49	-	50
2164	Professional Fees - Consult/Eng	-	83,600	20,000	30,000
2166	Professional Fees - Other	-	-	-	-
2170	Training	2,142	3,528	4,000	3,634
2171	Travel	89	56	-	57
2172	Car Allowance	5,160	5,160	2,150	-
2190	Communications	3,387	3,341	4,600	4,800
2200	Utilities	79,648	85,052	67,230	73,950
2230	Employee Relations	64	367	-	378
2250	Community Relations	55,482	(17)	-	(17)
2260	Memberships - Professional	387	629	650	648
	Contractual Services Total	361,830	416,558	404,100	424,590
	COMMODITIES				
3311	Office Supplies	2,833	2,176	2,450	2,241
3313	Subscriptions	-	217	-	223
3316	Operating Supplies	8,484	7,034	6,370	10,000
3331	Vehicle Supplies	8,877	9,170	20,000	9,445
3340	Small Tools	1,234	3,483	4,225	3,587
	Commodities Total	21,428	22,080	33,045	25,496
	FIXED & SUNDRY				
4520	Licenses & Permits	225	2,150	-	2,215
4610	Property & Liab./Ins. & Uninsur.	11,679	13,098	26,270	28,897
	Fixed & Sundry Total	11,904	15,248	26,270	31,112
	MISCELLANEOUS				
9030	Depreciation Expense	4,406	5,144	20,000	5,196
	Miscellaneous Total	4,406	5,144	20,000	5,196
	Total	$ 1,047,332	$ 1,178,699	$ 1,375,545	$ 1,395,131

CUSTOMER SERVICE

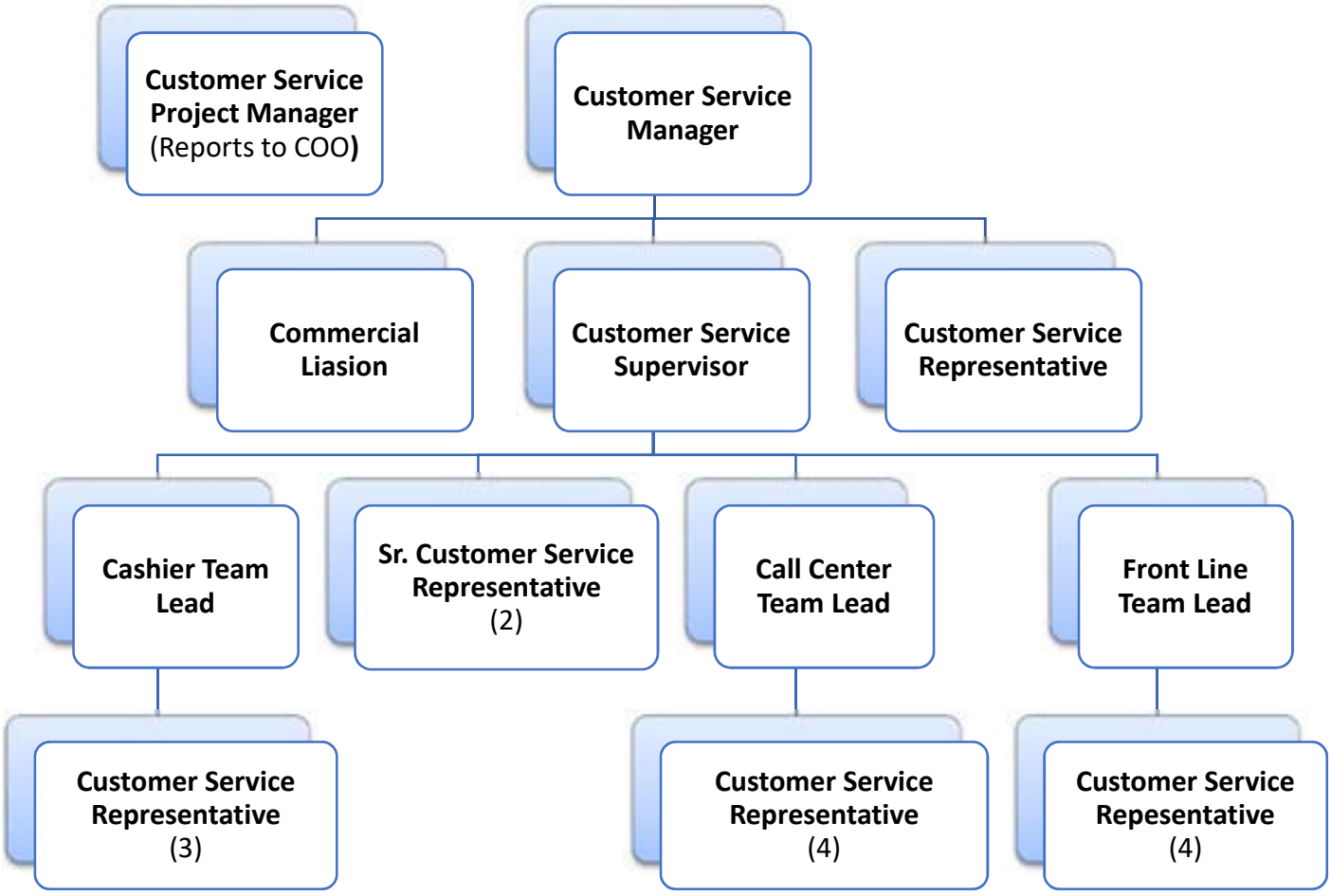
Department Description

The Customer Service Department values our customers and is committed to providing friendly and timely service to all. We coordinate between all departments within FPUA to fulfill the needs of our customers. We are dedicated to improving efficiencies that enhance the quality of our service.

Departmental Accomplishments

- Restructured department to allow for cross training and improved efficiencies
- Worked with ITS and Cisco for implementation of a new Call Center phone system which will add a call back feature
- Created online forms to guide our customers to the self-service options available
- Implemented lobby triage during busy times to decrease customer wait time
- Installed speakers in lobby to provide better communications while maintaining employee safety
- Managed and tracked funds for Low Pressure Sewer Program, worked with various departments and customer
- Implemented financing program for Low Pressure Sewer customers
- Increased Auto Pay by 8.04%
- Increased E-Billing by 6.21%
- Increased Text to Pay by 2.50%
- Worked with ITS, Invoice Cloud and SilverBlaze for implementation of AMI to customer portal
- Worked with New Smyrna Beach Utilities discussing leadership and processes, identified areas of opportunity for improvements
- Modernizing Resolutions
- Worked with various departments to update and implement our Weatherization Program to better assist our customers
- Transitioned to new lockbox for customer payment processing to provide faster communication and responses for customer concerns

CUSTOMER SERVICE STAFFING STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Customer Service Manager	1	1	1	-
Customer Service Project Manager	-	1	1	-
Customer Service Supervisor	1	1	1	-
Commercial Liaison	1	1	1	-
Staff Assistant [1]	1	-	-	-
Cashier team Lead	1	1	1	-
Front Line Team Lead	1	1	1	-
Call Center Team Lead	1	1	1	-
Customer Service Rep I, II, III	16	14	14	-
TOTAL FTE	23	21	21	-

[1] Position reclassified to Customer Service Representative

CUSTOMER SERVICE

DEPARTMENTAL GOALS AND OBJECTIVES

	**Growth and Rates**	Customer Service is the primary contact for FPUA.
		Customer Service handles all requests regarding inquiry and payment of bills, initiating new electric, gas, water, wastewater, garbage service, manages workflow for new construction and assists in improving efficiencies for FPUA and our customers.

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**E-Billing**	85,000	94,744	91,000	112,981	130,000	120,000	130,000
	Auto Pay	71,500	85,247	85,000	96,262	105,000	104,000	115,000 [1]
	Budget Billing	1,360	1,384	1,500	2,004	2,100	1,956	2,100
	Text to Pay	2,000	2,490	2,750	2,595	2,750	2,660	2,750
	On-Line Payment	145,000	176,971	180,000	150,378	160,000	149,300	160,000
	Kiosk Payment	N/A	15,396	11,400	10,745 [2]	11,800	9,500 [2]	11,800
	Mail Payments	N/A	13,463	13,000	13,978	13,300	12,400	11,000 [3]
	Drop Box Payments	N/A	6,746	6,000	5,218	6,200	3,800	3,000 [3]
	Offsite Payments	N/A	45,151	42,000	37,961	42,000	35,600	42,000 [3]
	Lobby Walk In Pmts	1,000	7,266	20,000	25,929	19,000	27,700	25,000 [3]
	IVR Calls In and Out	215,000	182,666	220,000	199,275	200,000	200,100	210,000 [4]
	Call center calls	80,000	73,526	80,000	59,223	68,000	58,118	50,000 [5]
	Drive Thru	58,000	44,529	50,000	37,931	38,000	37,992	50,000 [6]
	Voucher Amount Rec.	N/A	1,425,563	1,500,000	1,926,328	1,550,000	925,000 [7]	1,550,000
	Rebates processed	265	221	230	222	200	230	250

[1] We would like to include in a Bill Insert to promote AutoPay

[2] Had 2 kiosks, removed 1

[3] Trying to guide our customers to online payments, kiosk and off-site pmt centers

[4] New Webex Contact Center being implemented, may alter numbers

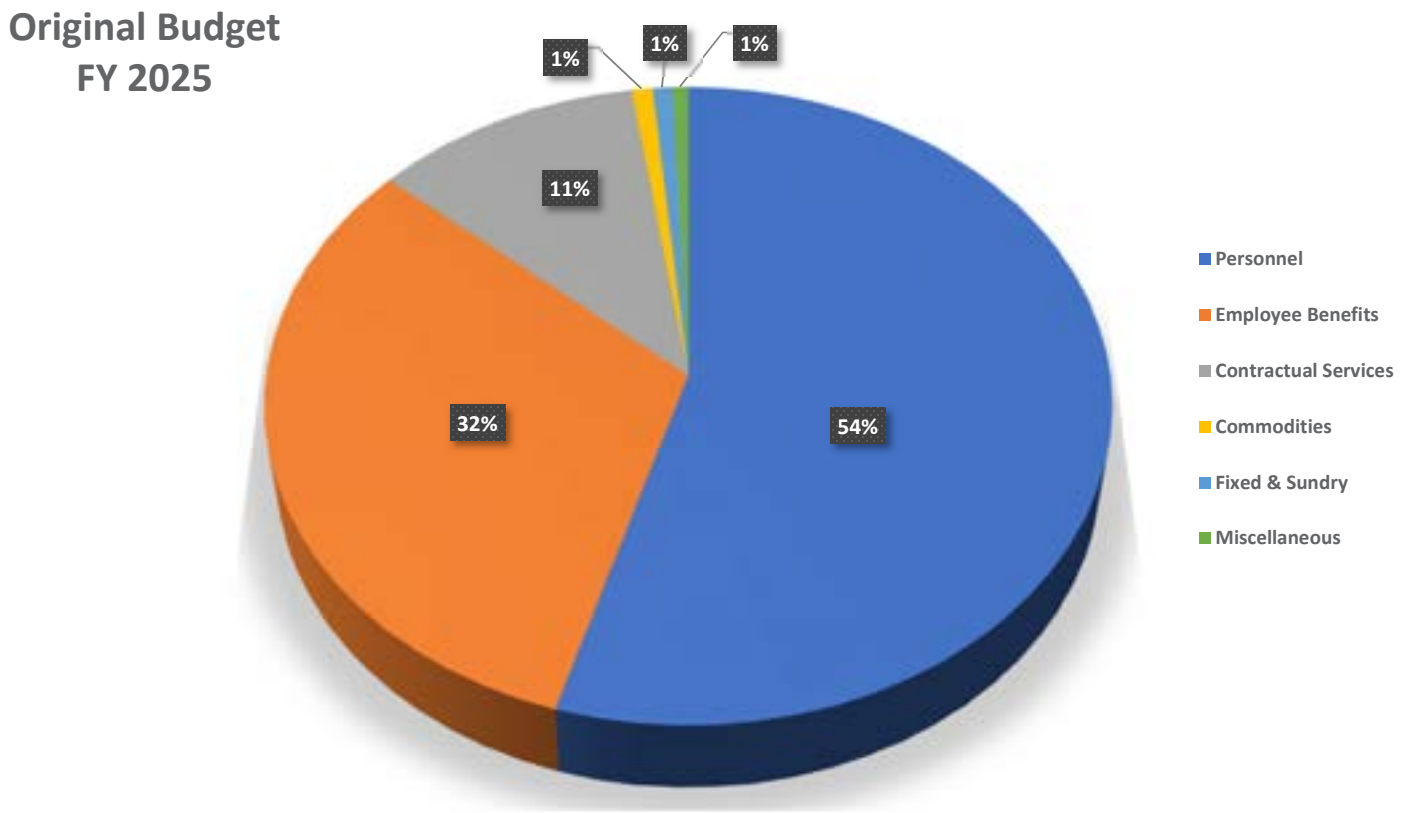
[5] New self service forms on website, hoping to reduce calls

[6] Full service second Drive Thru opening, Drive Thru traffic to increase.

[7] Post pandemic funds have decreased

BUDGET SUMMARY - DEPT 43

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,108,967	$ 1,064,206	$ 1,021,029	$ 1,083,003	$ 61,974
Employee Benefits	886,838	874,103	677,934	630,346	(47,588)
Contractual Services	423,577	319,002	253,847	222,773	(31,074)
Commodities	22,168	18,779	11,900	17,122	5,222
Fixed & Sundry	15,221	16,669	15,020	16,512	1,492
Miscellaneous	43,963	12,784	31,000	12,911	(18,089)
TOTALS	**$ 2,500,734**	**$ 2,305,543**	**$ 2,010,730**	**$ 1,982,667**	**$ (28,063)**



DEPT. 43 - CUSTOMER SERVICE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,098,684	$ 1,054,347	$ 1,011,029	$ 1,073,003
1020	Overtime	10,283	9,859	10,000	10,000
	Personnel Services Total	1,108,967	1,064,206	1,021,029	1,083,003
	EMPLOYEE BENEFITS				
4050	Retirement	408,505	407,234	240,941	177,969
4060	FICA	79,437	72,878	78,109	82,850
4070	Employees' Insurance	396,642	388,670	351,089	361,645
4090	Vacation Pay Expense	1,397	(11,779)	-	-
4100	Sick Pay Expense	(8,107)	9,707	-	-
4110	Net OPEB Expense	7,748	6,194	6,065	6,065
4600	Workers' Compensation	1,216	1,200	1,730	1,817
	Employee Benefits Total	886,838	874,103	677,934	630,346
	CONTRACTUAL SERVICES				
2139	Maintenance/Service Contracts	152,137	134,274	139,000	144,000
2140	Postage	200,100	116,050	-	-
2151	Printing	34,697	23,366	2,000	2,000
2165	Temporary Labor	-	15,837	68,000	18,000
2166	Professional Fees - Other	9,541	1,571	7,970	8,000
2170	Training	7,687	15,278	12,000	31,000
2171	Travel	42	-	196	196
2172	Car Allowance	3,300	3,300	3,300	3,300
2190	Communications	6,610	6,477	6,300	6,600
2230	Employee Relations	6,691	-	12,000	6,500
2260	Memberships - Professional	367	375	290	386
2290	Billing Housing Authority	2,405	2,475	2,791	2,791
	Contractual Services Total	423,577	319,002	253,847	222,773
	COMMODITIES				
3311	Office Supplies	20,719	14,720	10,000	15,162
3316	Operating Supplies	1,449	4,059	1,900	1,960
	Commodities Total	22,168	18,779	11,900	17,122
	FIXED & SUNDRY				
4020	Cash (Over) Short	(190)	66	100	100
4610	Property & Liab./Ins. & Uninsur.	15,411	16,603	14,920	16,412
	Fixed & Sundry Total	15,221	16,669	15,020	16,512
	MISCELLANEOUS				
9030	Depreciation Expense	43,963	12,784	31,000	12,911
	Miscellaneous Total	43,963	12,784	31,000	12,911
	Total	$ 2,500,734	$ 2,305,543	$ 2,010,730	$ 1,982,667

UTILITY OPERATIONS

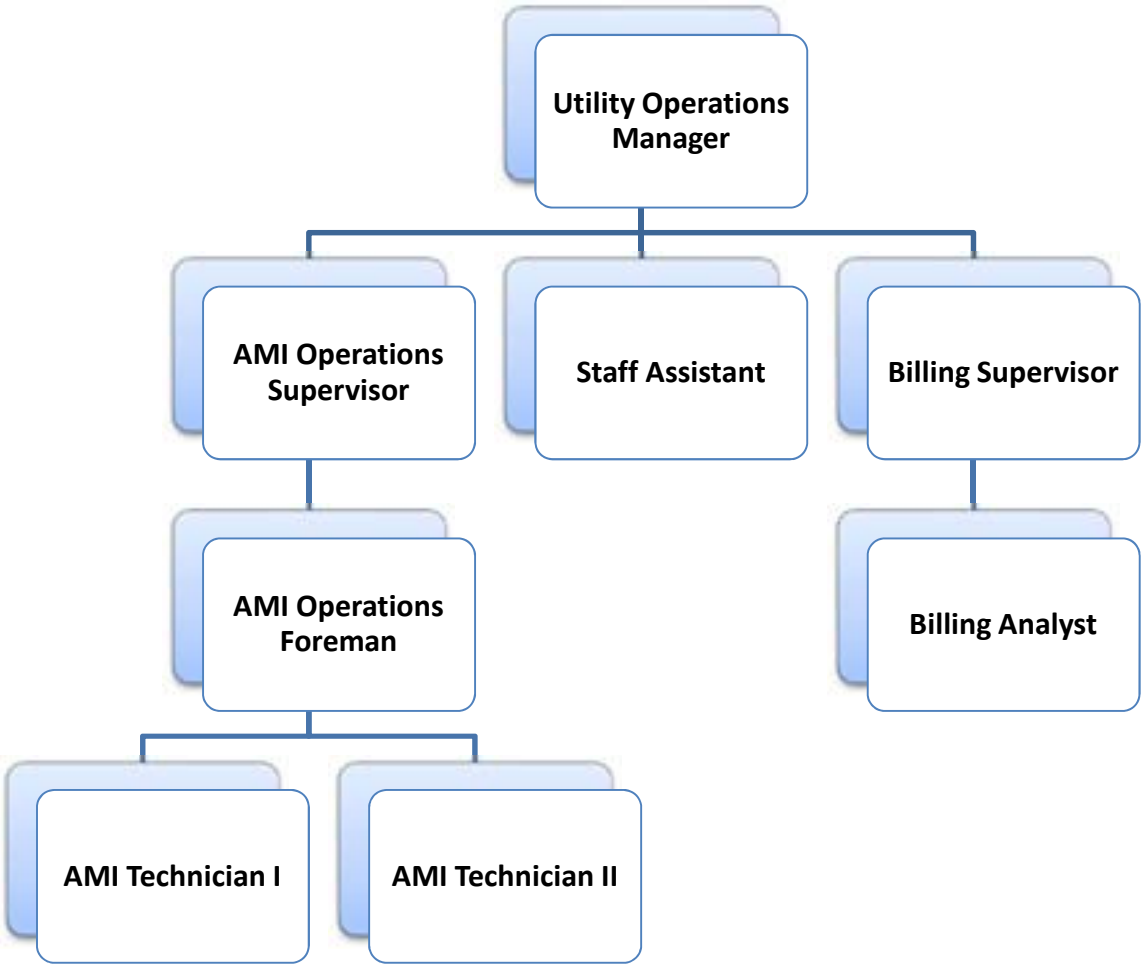
Department Description

The designated department will assume full responsibility for all facets of billing and metering services, with a key objective of eliminating redundancies within our operational processes. By leveraging technologies, notably through the implementation of Advanced Metering Infrastructure (AMI), we aim to enhance operational efficiencies, streamline data collection and analysis, and significantly reduce the time required for bill generation and resolution of customer inquiries.

Departmental Accomplishments

- Launched the delivery of Welcome and Billing videos through Cogsdale NexusVX to send video bills to customers via email, which significantly increased customer web portal registration, e-Billing and Auto Pay rates.
- Switched from paper postage and reporting for bulk mail to electronic postage, resulting in cost savings upon implementation.
- Eliminated return envelopes from monthly bills sent by mail as part of an initiative to minimize waste and encourage customers to utilize online services.
- Currently conducting a review of the AMI project – Evaluating the effectiveness of the current Honeywell solution to ensure optimal service for our customers, collaborating with Electric, Water, and Gas departments to gather data.
- Implemented cross-training for AMI Technician I with the Electric Meter Shop – Continuing to develop programs for cross-training with Water Distribution and Gas Operations to ensure comprehensive management of the AMI system.

UTILITY OPERATIONS STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Utility Operations Manager	1	1	1	-
Utility Operations Supervisor	1	1	1	-
Utility Operations Foreman	1	1	1	-
AMI Technician I	7	7	7	-
AMI Technician II	3	3	3	-
Billing Supervisor	1	1	1	-
Billing Analyst	3	3	3	-
Staff Assistant	1	1	1	-
TOTAL FTE	18	18	18	-

UTILITY OPERATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

Community Relations	Manage the monthly billing and monitor workflow between departments and our customers to improve service
Growth and Rates	Ensure the accuracy of FPUA meters through continuous testing including
	Reading electric, gas, and water meters to maintain consistent days within
Workforce	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Avg. Bills Generated Monthly	35,500	35,682	36,000	36,095	36,000	36,620	37,500
	Billing Errors Caught After Bill Mailed vs. All Bills	0.50%	0.05%	0.50%	0.05%	0.05%	0.05%	0.50%
	Billing Errors Caught Before Bill Mailed vs. All Bills	99.50%	99.95%	99.50%	99.95%	99.95%	99.95%	99.50%
	Avg. # of Services Billed *	-	71,156	-	72,251	78,000	83,000	83,000
	Meters Read	>665,000	532,159	>430,000	677,464	>540,000	691,400	>550,000
	Avg. # of Move-Out SVO Disconnects**	-	955	-	956	950	957	950
	Avg. # of Move-In SVO Connections**	-	800	-	850	850	842	850
	Avg. # of Non-Pay Disconnects Monthly **	>450	491	>500	640	>450	600	>450
	Avg. # of Non-Pay Reconnects Monthly**	-	488	>500	681	>450	600	>450
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

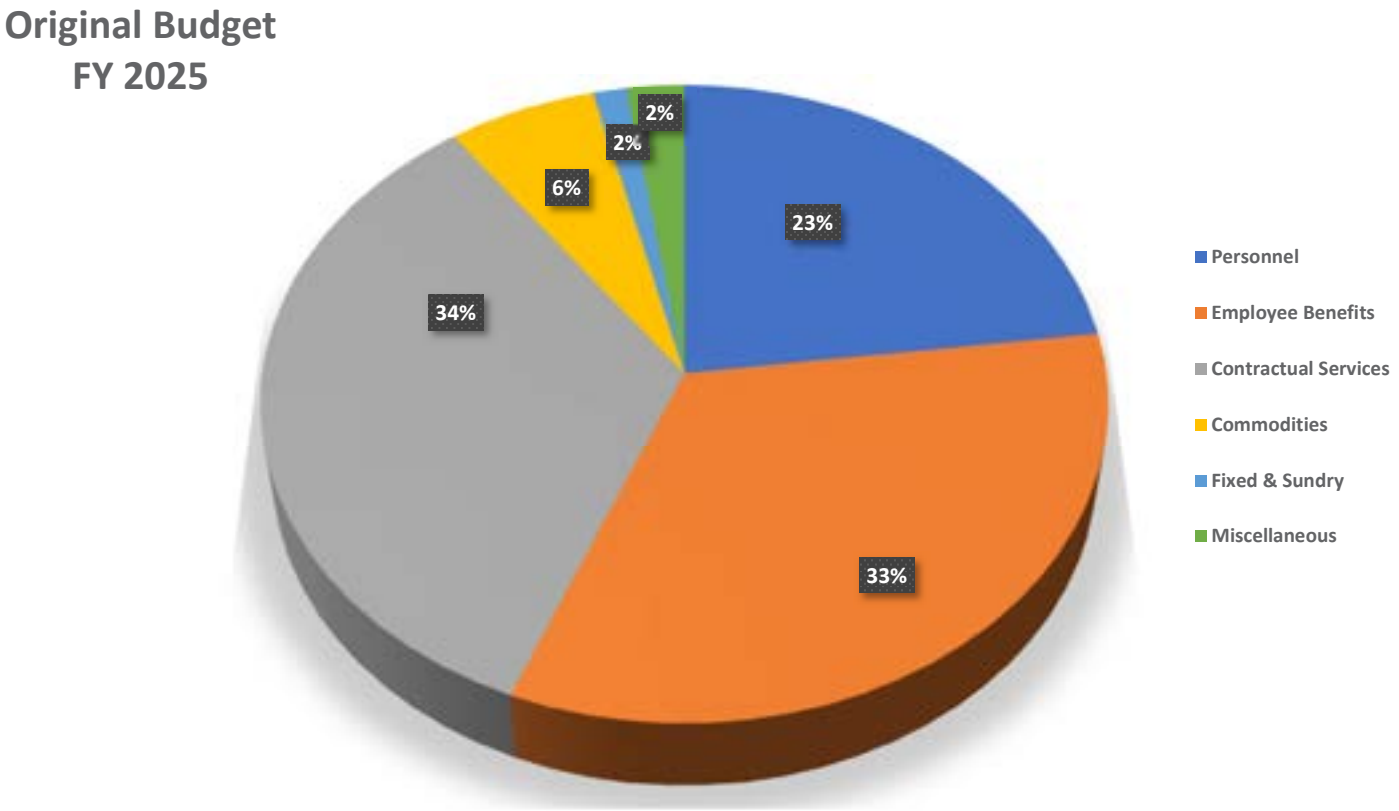
* Previously reported on department 55, Electric Operations as Electric only; Stats now include Electric, Water, Wastewater, Gas and Fiber Internet services billed monthly.

** Adding service order vs. non-pay disconnect/reconnects

BUDGET SUMMARY - DEPT 44

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ -	$ 158,330	$ 268,978	$ 296,740	$ 27,762
Employee Benefits	-	351,181	425,016	428,283	3,267
Contractual Services	-	123,523	394,128	437,378	43,250
Commodities	-	12,959	67,320	80,500	13,180
Fixed & Sundry	-	25,000	16,500	18,150	1,650
Miscellaneous	-	30,613	30,000	30,919	919
TOTALS	**$ -**	**$ 701,606**	**$ 1,201,942**	**$ 1,291,970**	**$ 90,028**

* Dept created in FY23



DEPT. 44 - UTILITY OPERATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ -	$ 158,222	$ 268,478	$ 296,240
1020	Overtime	-	108	500	500
	Personnel Services Total	-	158,330	268,978	296,740
	EMPLOYEE BENEFITS				
4050	Retirement	-	146,472	60,229	50,936
4060	FICA	-	24,886	20,577	22,701
4070	Employees' Insurance	-	125,869	327,963	337,824
4100	Sick Pay Expense	-	49,107	-	-
4110	Net OPEB Expense	-	4,847	4,747	4,747
4600	Workers' Compensation	-	-	11,500	12,075
	Employee Benefits Total	-	351,181	425,016	428,283
	CONTRACTUAL SERVICES				
2122	Rentals	-	-	5,250	11,000
2132	Maintenance of Vehicles	-	-	12,000	12,000
2133	Maintenance of Equipment	-	-	3,500	5,000
2139	Maintenance/Service Contracts	-	8,221	56,328	56,328
2140	Postage	-	83,120	225,000	250,000
2151	Printing	-	25,716	58,000	58,000
2170	Training	-	3,505	17,000	28,000
2171	Travel	-	487	1,500	1,500
2172	Car Allowance	-	2,475	3,300	3,300
2190	Communications	-	-	11,000	11,500
2230	Employee Relations	-	-	1,250	750
	Contractual Services Total	-	123,523	394,128	437,378
	COMMODITIES				
3311	Office Supplies	-	2,130	8,750	17,500
3316	Operating Supplies	-	10,830	24,570	29,000
3331	Vehicle Supplies	-	-	34,000	34,000
	Commodities Total	-	12,959	67,320	80,500
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	-	25,000	16,500	18,150
	Fixed & Sundry Total	-	25,000	16,500	18,150
	MISCELLANEOUS				
9030	Depreciation Expense	-	30,613	30,000	30,919
	Miscellaneous Total	-	30,613	30,000	30,919
	Total	$ -	$ 701,606	$ 1,201,942	$ 1,291,970

GEOSPATIAL TECHNOLOGY

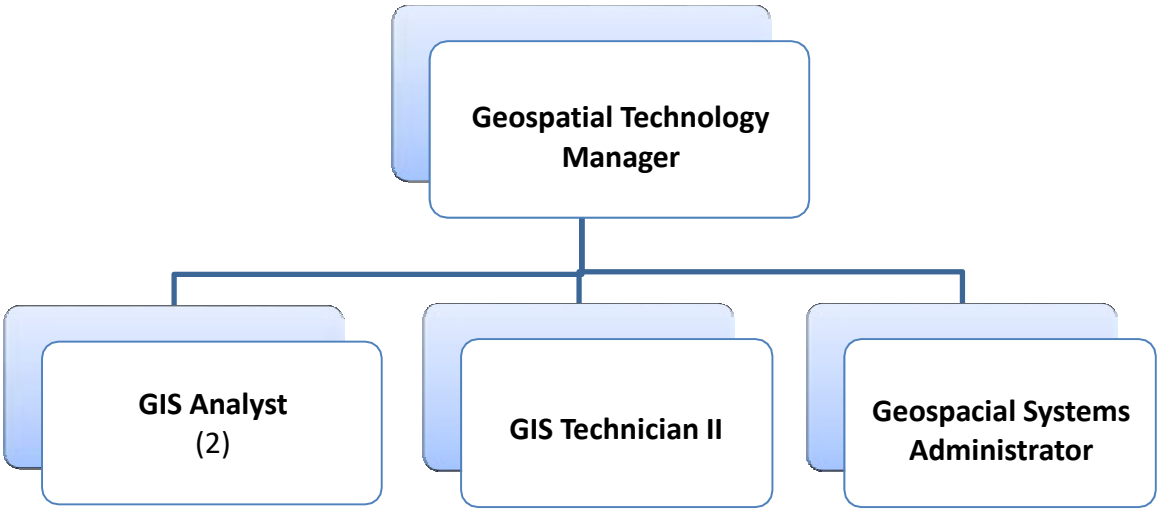
Department Description

The Geospatial Technology Department is responsible for using location intelligence to provide insight and understanding in order to help solve problems in unique ways. This departments focus is to provide solutions to overcome the unique challenges facing the strategic goals of FPUA such as lowering costs, keeping staff safe, improving reliability, utility expansion, and a commitment to the community using a considerable range of tools, software applications, and systems intended for collecting, analyzing, and delivering geospatial data. Our purpose is to maintain the geographic network of each utility, utilize spatial analysis to improve decision making, integrate location with federated systems, maintain infrastructure life cycle, design and implement web and mobile based mapping applications, and improve workflows and processes using geospatial data and location intelligence.

Departmental Accomplishments

- Deployed an ArcGIS Hub named Geospatial Resource Center (GRC)
- Upgraded the GeoEvent Server from 10.4 to 10.8.1 and configured new server
- Implemented an ArcGIS Enterprise 10.8.1 deployment
- Used updated ESRI technology and mobile centric design standards for the FPUA Outage Map
- Created and deployed a CEMI-5 spatial analytics tool to identify vulnerable neighborhoods
- Streamlined and created a paperless process for feeder tree trimming by providing quick field capture methods to identify feeders to be trimmed and allow FPUA to assign work to contractors through a mobile field application
- Worked in collaboration with the Gas Operations team to develop a geospatial solution to assist in gas expansion zones using web based maps and online GIS surveys
- Deployed tablets to all T&D crew to leverage geospatial data in the field
- Compiled R&R metrics for water main and gravity main vulnerabilities

GEOSPATIAL TECHNOLOGY STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Geospatial Technology Manager	1	1	1	-
GIS Analyst	2	2	2	-
GIS Technician II	1	1	1	-
Geospatial Systems Administrator	1	1	1	-
TOTAL FTE	5	5	5	-

GEOSPATIAL TECHNOLOGY

DEPARTMENTAL GOALS AND OBJECTIVES

	Technology	Develop a management system of working together using defined principles and practices.
		Maintain a modern, stable, and scalable Enterprise GIS architecture
		Provide reliable access to accurate, timely, and relevant geospatial data
		Foster a geospatial culture that promotes the adoption of new capabilities, integrates with business data, and aligns with FPUA goals and objectives
		Deliver a broad range of in-field, in-office, and field-to-office geospatial solutions to a wider range of users; implement self-service tools to capture and maintain data; automate workflows
		Improve and expand geospatial skills through focused, role-based training initiatives and aligned organizational structures

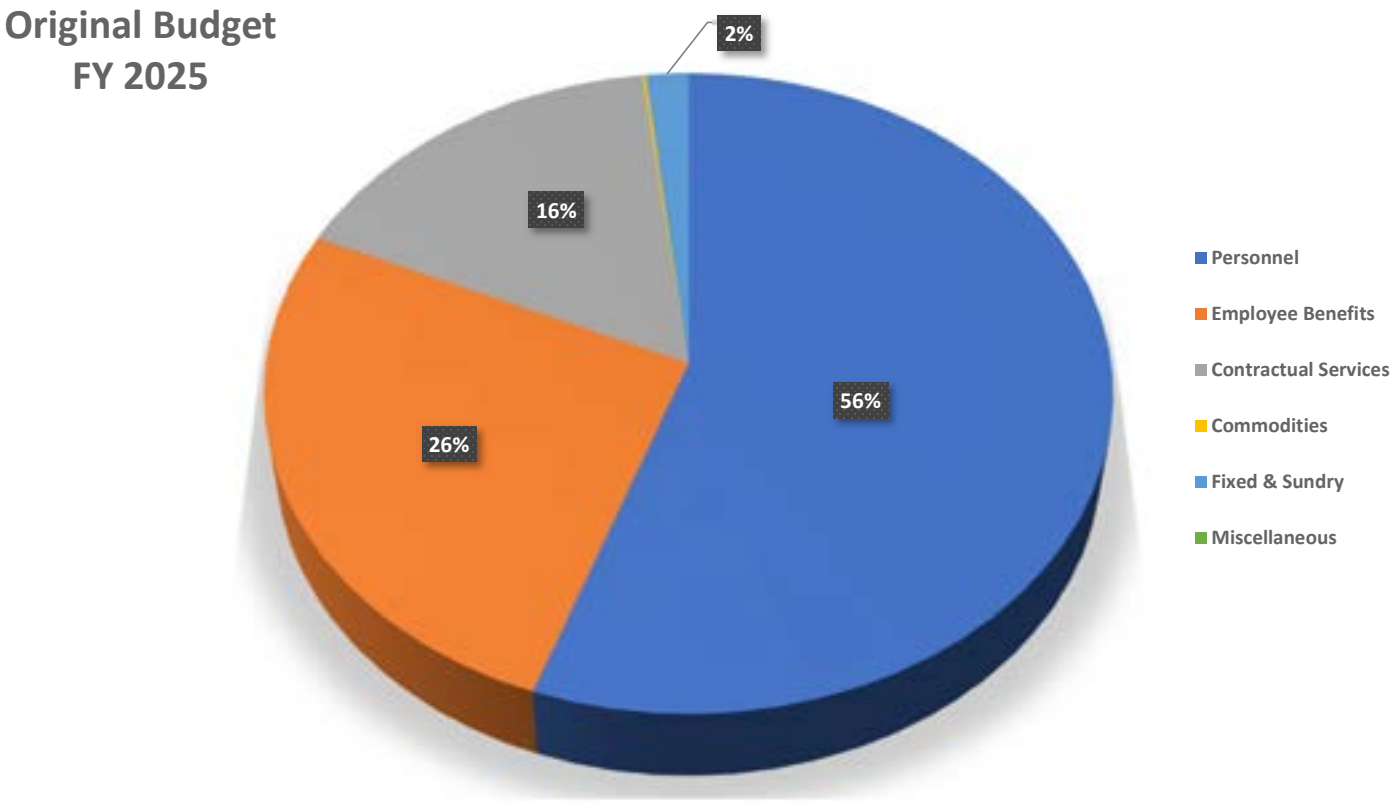
Strategic Goal:	Performance Measurement:	FY 2022 [1]		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	% of FPUA geospatial support requests for GIS Correction/Edits; hard copy maps; data exports (5% annual decrease)	-	-	65%	64%	60%	60	55
	# of paper/pen workflows converted to geospatial digital solution	-	-	1	2	2	3	2
	# of new geospatial solutions	-	-	2	2	2	3	2
	# of active Portal for ArcGIS Users	-	-	25	30	35	65	65
	# of educational hours combined (ESRI Training, Conferences, etc.)	-	-	208	135	260	160	180
	GIS Data Quality Score (100-90 Excellent, 89-80 Good, 79-70 Avg, 69-60 Below Avg, <60 Needs Improved)	-	-	90	83.75	90	86.25	90
	Electric	-	-	90	85	90	85	90
	Water/WW	-	-	90	80	90	85	90
	Gas	-	-	90	80	90	85	90
	Fiber	-	-	90	90	90	90	90

[1] Geospatial Technology was created in March of 2022. Performance measurements not developed and available until 2023.

BUDGET SUMMARY - DEPT 46

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 143,375	$ 300,780	$ 351,181	$ 421,584	$ 70,403
Employee Benefits	146,807	284,763	211,941	199,877	(12,064)
Contractual Services	2,024	9,723	83,795	124,480	40,685
Commodities	-	70	600	1,000	400
Fixed & Sundry	4,103	7,010	12,320	13,552	1,232
Miscellaneous	-	-	-	-	-
TOTALS	**$ 296,309**	**$ 602,346**	**$ 659,837**	**$ 760,493**	**$ 100,656**

* Dept created during FY22



DEPT. 46 - GEOSPATIAL TECHNOLOGY SERVICES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 143,375	$ 300,780	$ 351,181	$ 421,584
	Personnel Services Total	143,375	300,780	351,181	421,584
	EMPLOYEE BENEFITS				
4050	Retirement	66,219	150,890	110,362	90,683
4060	FICA	10,588	22,205	26,865	32,251
4070	Employees' Insurance	28,135	66,262	72,291	74,465
4090	Vacation Pay Expense	11,926	41,935	-	-
4100	Sick Pay Expense	28,264	1,479	-	-
4110	Net OPEB Expense	1,069	1,346	1,319	1,319
4600	Workers' Compensation	606	646	1,104	1,159
	Employee Benefits Total	146,807	284,763	211,941	199,877
	CONTRACTUAL SERVICES				
2151	Printing	80	-	40	-
2164	Professional Fees - Consult/Eng	-	-	60,000	100,000
2170	Training	19	5,819	18,555	19,320
2171	Travel	-	161	500	166
2172	Car Allowance	1,925	3,300	3,300	3,300
2190	Communications	-	-	1,000	1,000
2230	Employee Relations	-	158	400	400
2260	Memberships - Professional	-	285	-	294
	Contractual Services Total	2,024	9,723	83,795	124,480
	COMMODITIES				
3311	Office Supplies	-	70	500	1,000
3313	Subscriptions	-	-	100	-
	Commodities Total	-	70	600	1,000
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	4,103	7,010	12,320	13,552
	Fixed & Sundry Total	4,103	7,010	12,320	13,552
	Total	$ 296,309	$ 602,346	$ 659,837	$ 760,493

FPUANET COMMUNICATIONS

Department Description

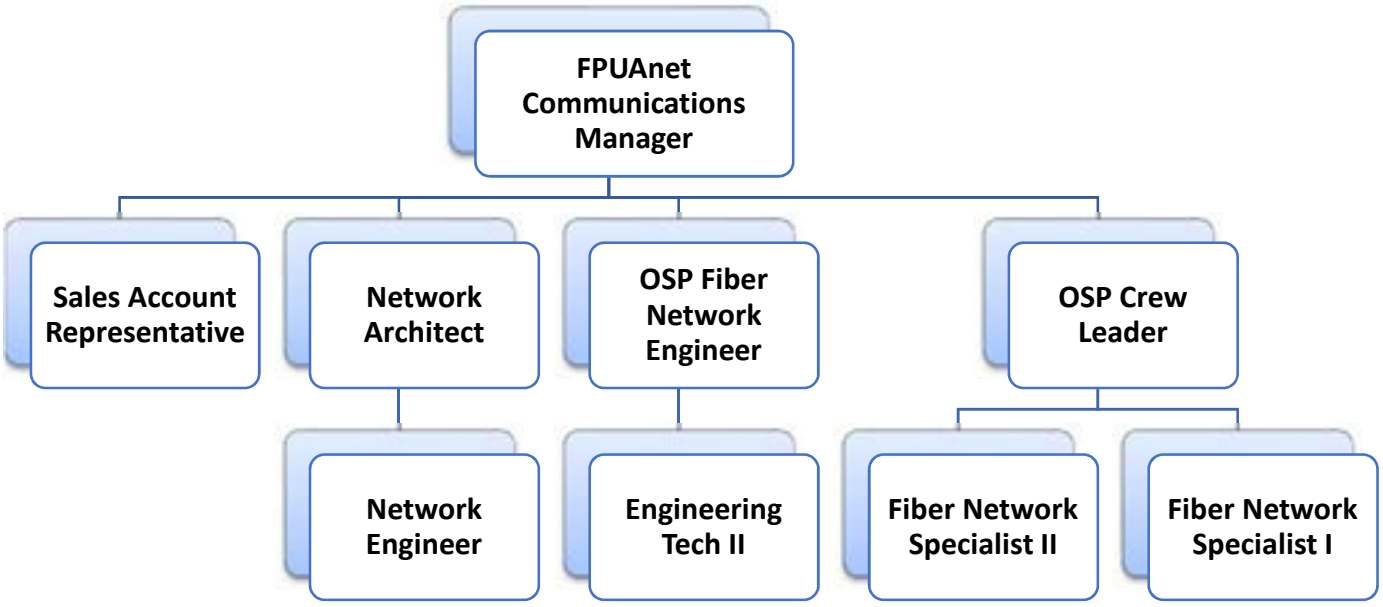
FPUAnet is a SMART City Internet Provider. It provides SMART City Services, SMART Grid Solutions and Broadband Services to home and businesses throughout the City of Fort Pierce. It is responsible for all aspects of the fiber optic, ethernet and networking infrastructure that provides services to internal utility business units and external customers. It is broken up into five organizational pillars Network Engineering, Network Operations, Outside Plant Engineering, Outside Plant Construction and Business Operations.

Our involvement in providing broadband communication services to the community helps to fulfill the mission of FPUA. Making improved communication services more readily available tends to positively affect the local economy by attracting businesses, residents and visitors. Providing these services economically encourages competitors to keep their prices low and quality high. And, increased FPUA revenue can benefit the community through lower utility rates and more City improvements.

Departmental Accomplishments

- Launched free public Wi-Fi at Ave C & 10th Street Park, Marina Square, Louis Ellis Park
- Launched 2Gbps Service Offering
- Created and managed FPUAnet Social Media Presence
- Documented Network with Netbox which enables Network automation
- Created FPUAnet Wiki which is a searchable knowledge base for internal purposes
- Implemented Spry Point Mobile to allow for efficient service order routing
- Created online knowledge base and customer self-help library on website
- Implemented Broadband labels ahead of federal requirement
- Revised Business and Marketing plan
- Completed Lincoln Park Fiber Build
- Completed Airport Industrial Fiber Build
- Completed Downtown Fiber Build between Orange Ave to Citrus Ave
- Refurbished 10 existing fiber patch panels
- Implemented new network core architecture and core router upgrade to 400Gbps
- Presented at 2024 Tampa Broadband Symposium

FPUANET COMMUNICATIONS STAFFING

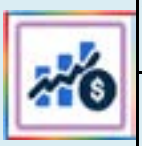


Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
FPUAnet Communications Manager	1	1	1	-
Sales Account Representative	1	2	2	-
Network Architect	1	1	1	-
Network Engineer	-	1	1	-
OSP Fiber Network Engineer	-	1	1	-
OSP Fiber Network Engineer Trainee	1	-	-	-
OSP Crew Leader	-	1	1	-
Fiber Network Specialist I,II,III	4	3	4	1
Engineering Technician	1	1	1	-
TOTAL FTE	9	11	12	1

FPUANET COMMUNICATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

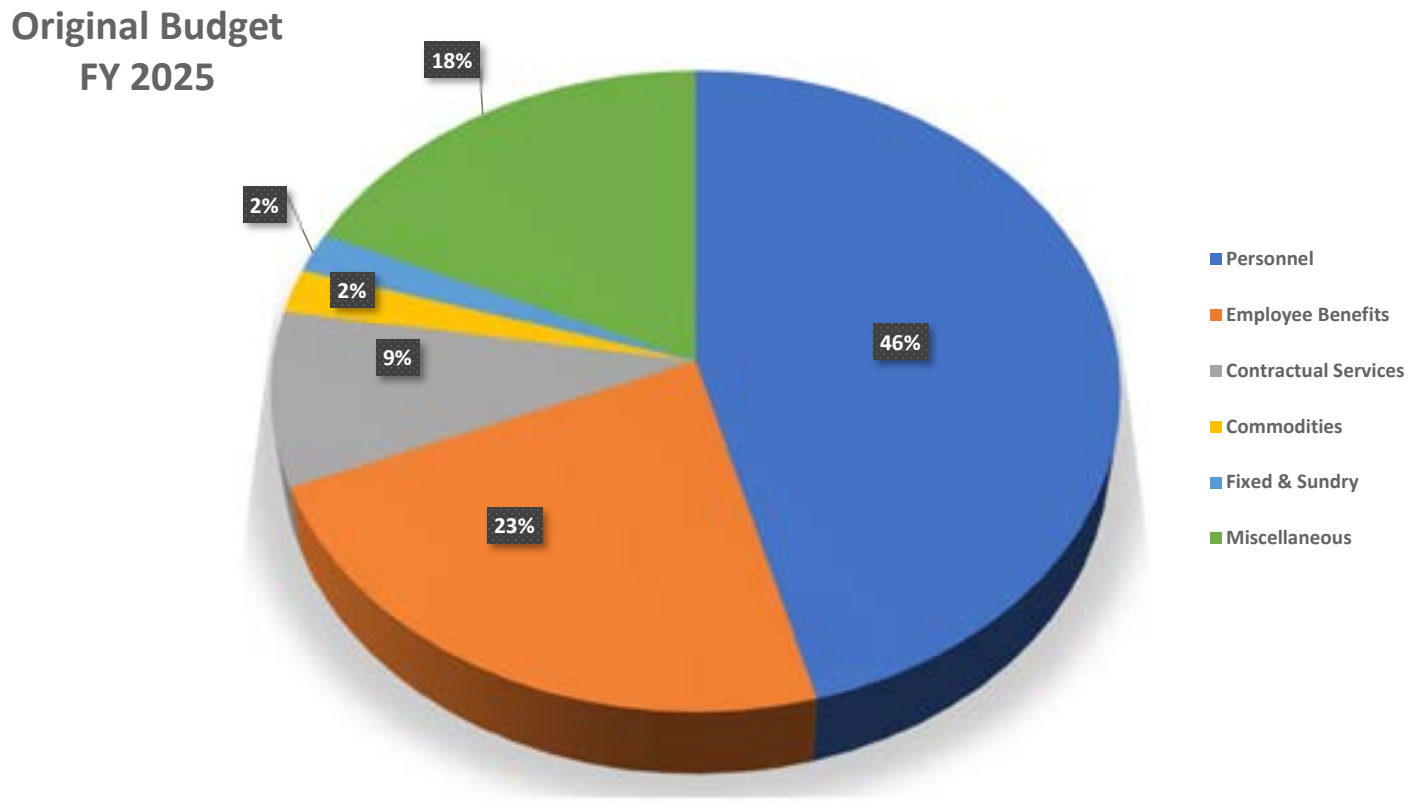
	**Growth and Rates**	Continue to provide highly reliable and high-speed communications to our community
		Upgrade ESC Fiber Feeders
		Implement Cellular Remote Network Back Up
		Install redundant fiber cables into all Substations
		Upgrade & Replace 10 Fiber Patch Panels
		Design and Build 8 fiber zones
		Upgrade Municipal Loops to 10Gbps MPLS
		Design and Build additional feeder fiber to MWRF
		Increase awareness of FPUAnet thru social media presence and marketing
		Continue to augment construction staff with Electric T&D
	**Workforce**	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Avg. # of services billed**	300	64	300	99	350	216	596
	Parcels Passed [1]	-	-	-	1,185	2,000	1,790	4,090
	**Safety Frequency Rate**	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

[1] New Performance Measure

BUDGET SUMMARY - DEPT 93

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 331,742	$ 449,480	$ 601,195	$ 801,711	$ 200,516
Employee Benefits	251,816	389,396	396,080	400,432	4,352
Contractual Services	77,712	131,991	171,060	154,210	(16,850)
Commodities	30,929	55,205	42,700	38,568	(4,132)
Fixed & Sundry	14,367	31,824	24,680	35,399	10,719
Miscellaneous	243,045	316,142	300,000	319,304	19,304
TOTALS	**$ 949,611**	**$ 1,374,038**	**$ 1,535,715**	**$ 1,749,624**	**$ 213,909**



DEPT. 93 - FPUAnet® COMMUNICATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 331,742	$ 449,480	$ 591,195	$ 791,711
1020	Overtime	-	-	10,000	10,000
	Personnel Services Total	331,742	449,480	601,195	801,711
	EMPLOYEE BENEFITS				
4050	Retirement	142,610	221,405	188,590	172,448
4060	FICA	24,200	33,137	45,991	61,331
4070	Employees' Insurance	79,218	124,394	157,724	162,462
4090	Vacation Pay Expense	(12)	12,999	-	-
4100	Sick Pay Expense	3,124	(7,800)	-	-
4110	Net OPEB Expense	1,870	2,424	2,373	2,373
4600	Workers' Compensation	806	2,506	1,402	1,472
4640	Unemployment Claims	-	330	-	346
	Employee Benefits Total	251,816	389,396	396,080	400,432
	CONTRACTUAL SERVICES				
2110	Advertising	7,014	3,711	5,450	7,300
2132	Maintenance Of Vehicles	9,150	4,780	14,900	7,500
2133	Maintenance of Equipment	1,236	2,730	3,000	2,812
2139	Maintenance/Service Contracts	31,112	67,549	73,000	75,000
2140	Postage	-	110	1,000	1,000
2151	Printing	825	2,065	2,500	2,127
2164	Profess. Fees - Consulting/Eng.	1,499	8,100	9,000	8,343
2166	Professional Fees - Other	9,564	5,877	15,500	6,053
2170	Training	2,471	18,890	23,000	19,457
2171	Travel	844	1,794	1,500	1,848
2172	Car Allowance	3,300	4,230	5,160	5,160
2190	Communications	5,005	5,854	7,900	8,300
2200	Utilities	48	48	50	60
2230	Employee Relations	379	-	600	600
2240	Business Relations	265	491	1,000	1,000
2250	Community Relations	-	761	1,000	2,500
2260	Memberships - Professional	5,000	5,000	6,500	5,150
	Contractual Services Total	77,712	131,991	171,060	154,210
	COMMODITIES				
3311	Office Supplies	5,333	3,175	4,500	3,270
3313	Subscriptions	-	289	100	298
3316	Operating Supplies	10,443	13,766	13,000	13,000
3331	Vehicle Supplies	3,369	6,327	15,000	10,000
3340	Small Tools	11,784	31,648	10,100	12,000
	Commodities Total	30,929	55,205	42,700	38,568
	FIXED & SUNDRY				
4520	Licenses & Permits	600	600	600	600
4610	Property & Liab./Ins. & Uninsur.	6,018	13,543	15,080	16,588
4666	Inventory Adjustments	7,749	17,681	9,000	18,211
	Fixed & Sundry Total	14,367	31,824	24,680	35,399
	MISCELLANEOUS				
9030	Depreciation Expense	243,045	316,142	300,000	319,304
	Miscellaneous Total	243,045	316,142	300,000	319,304
	Total	$ 949,611	$ 1,374,038	$ 1,535,715	$ 1,749,624

DEPT. 95 - FPUAnet® COMMUNICATIONS PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 76,700	$ 55,954	$ 60,000	$ 80,000
	Purchases For Resale Total	76,700	55,954	60,000	80,000
	Total	$ 76,700	$ 55,954	$ 60,000	$ 80,000



DIRECTOR OF PUBLIC AFFAIRS & SUSTAINABILITY

RACHEL TENNANT, J.D.

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
41 Public Affairs and Sustainability	- [1]	- [1]	5	5	-
TOTAL FTE	**-**	**-**	**5**	**5**	**-**

[1] Positions and Deapartment were previously under Chief Operating Officer

DIRECTOR OF PUBLIC AFFAIRS AND SUSTAINABILITY

- Provide planning and direction for the following departments:
  - Public Affairs & Sustainability – Department 41



PUBLIC AFFAIRS & SUSTAINABILITY

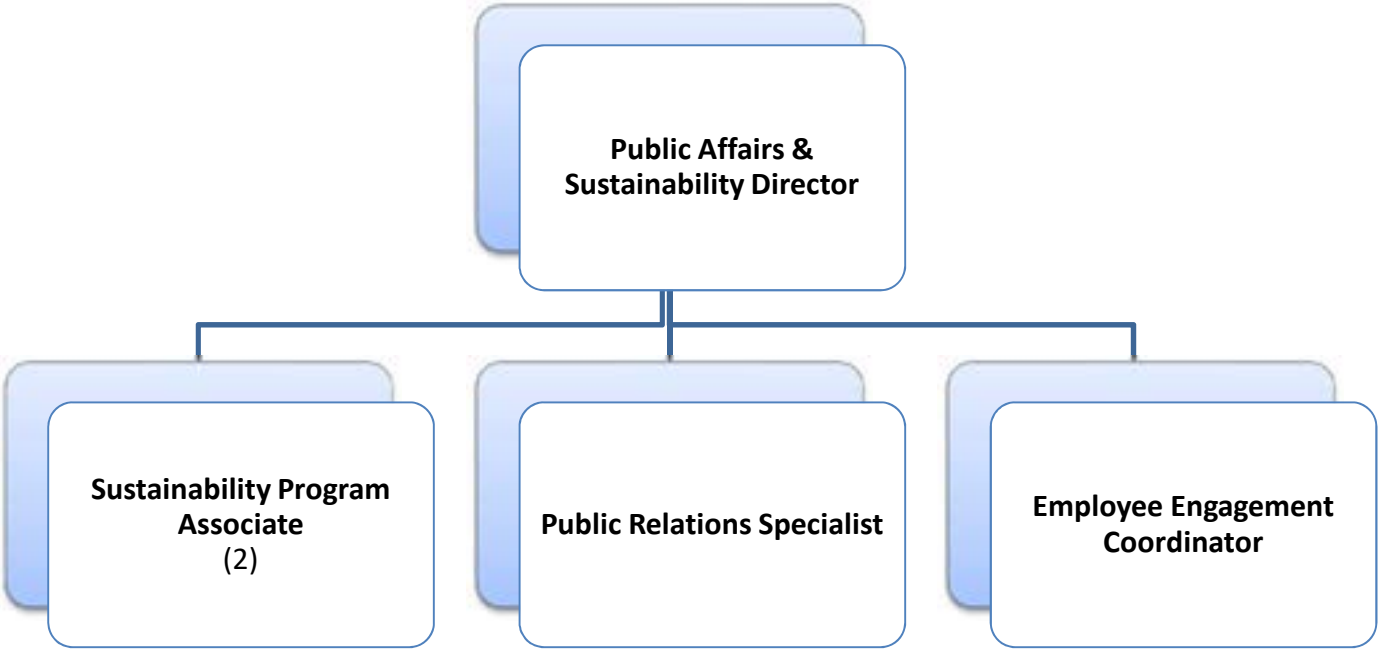
Department Description

The Public Affairs & Sustainability Department is responsible for 1) FPUA's strategic community relations, branding, and communications; 2) grants, including grant research, writing, compliance, and support as a direct liaison to project managers who are leading grant-funded projects throughout the company; and 3) employee engagement initiatives that connect employees with community and grants initiatives. We promote FPUA internally and externally as a community partner who provides economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community. We do this through community involvement, grant funding that alleviates our reliance on rates for utility projects, and raised awareness about FPUA's role as a steward for our community and environment.

Departmental Accomplishments

- Established the first Annual Work Plan with the Utility Advisory Committee to promote citizen engagement in utility operations, incorporating measurable goals and activities that align with the FPUA Strategic Plan
- Received a Federal Department of Energy Grid Resilience and Innovation Partnerships Grant for approximately $5,800,000 toward improving the FPUA electric grid.
- Designed and launched monthly updates to the community through published articles in the local Main Street Fort Pierce Focus Magazine and monthly Customer Connections e-mails.
- Completed a company-wide Brand Needs Initiative, resulting in an employee-driven strategy to meet the FPUA Strategic Goal of improving Community Relations which was presented at the August 2023 Strategic Plan Workshop for the FPUA Board.
- Submitted grant proposals totaling $130,843,530 of funding requests in support of multiple FPUA utility divisions.
- Initiated monthly roundtables with the City of Fort Pierce Grants Administration Division to facilitate support between both entities for grants and community efforts.

PUBLIC AFFAIRS & SUSTAINABILITY STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Public Affairs & Sustainability Director [1]	1	1	1	-
Sustainability Program Associate	1	2	2	-
Public Relations Specialist	1	1	1	-
Staff Assistant	1	1	1	-
TOTAL FTE	4	5	5	-

[1] Position modified from Manager to Director during FY 24

PUBLIC AFFAIRS & SUSTAINABILITY

DEPARTMENTAL GOALS AND OBJECTIVES

	**Growth and Rates**	Oversees grant pursuits including research, writing, and management support to alleviate FPUA's reliance on rates for utility projects.
	**Community Relations**	Develops and implements strategic branding, communications, and community relations initiatives to benefit the community we serve.
		Ensures continuity of brand and representation by serving as the primary point of contact with the media, policymakers, and lobbyists.
		Performs specialized/technical work using desktop publishing software to effectively carry out public relations, advertising, social media, internal and external communications.

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**New grant revenue requested**	-	$30,972,947	$45,000,000	$130,843,530	$30,000,000	$30,000,000	$30,000,000
	Active grants managed	-	7	10	10	8	12	10
	**Individuals engaged** [2]	-	27,675	35,000	45,408	35,000	45,000	45,000
	# of FPUA sponsored local events	15	29	16	29	25	29	25
	# of Employee Volunteer Hours	-	889	800	413	800	500	800
	# of Lbs. food donated to local food banks through employee food drives	3,500	1,061	2,000	1,812	2,500	2,000	2,500
	# of special partner marketing features about FPUA [3]	-	-	5	5	5	15	10
	# of marketing materials produced [1]	-	-	-	20	36	40	40

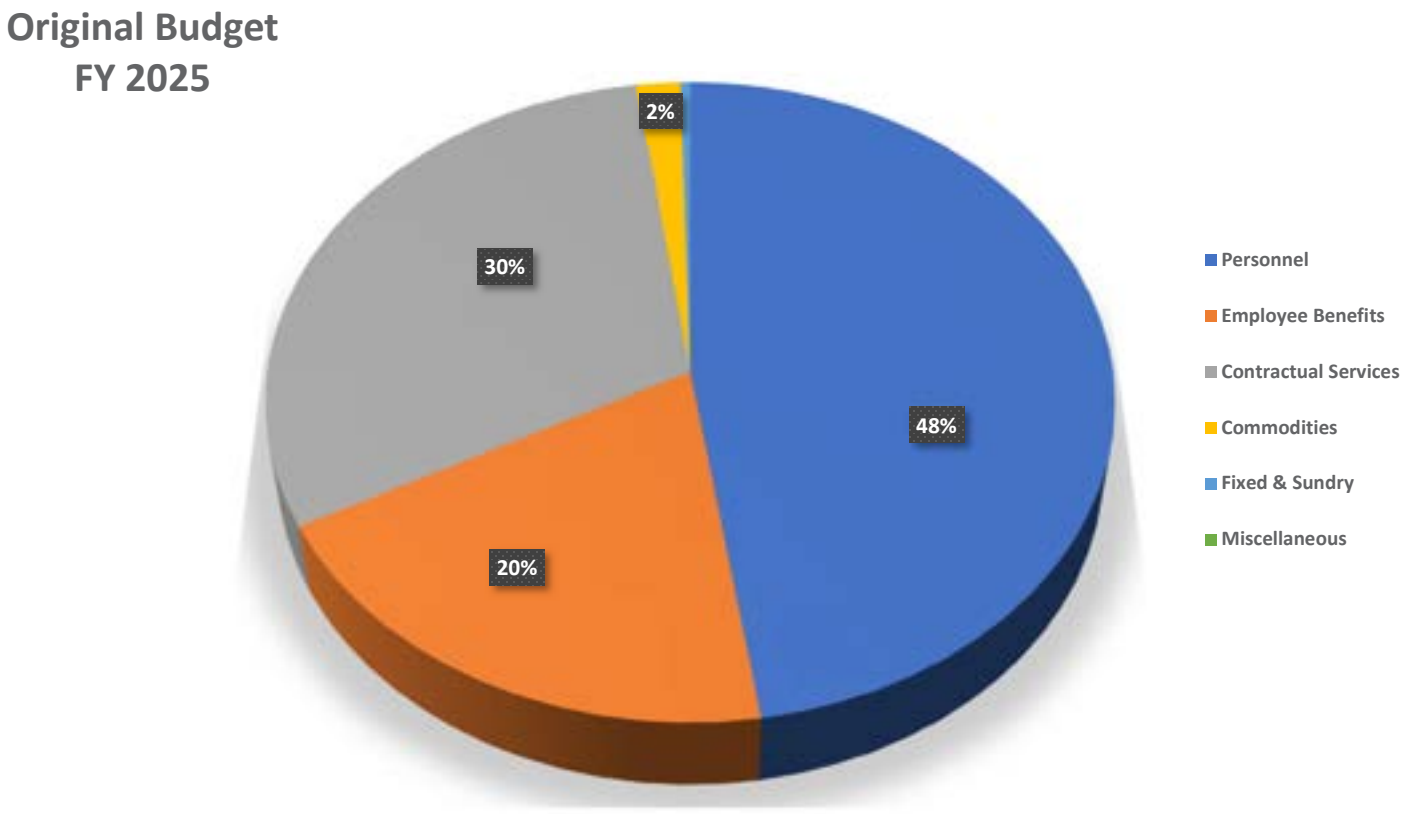
[1] New Performance Measurement

[2] Individuals engaged represents the sum of: Visitors Engaged at Offsite Partner Events where FPUA participates, Audience members reached through targeted presentations at community meetings, and Audience members reached through internal workshops led by the PAS group

[3] Special marketing features represents third-party partners who feature FPUA either through cover-page story coverage, radio show special guests, video updates, and more. These should rise above just a mention, and specifically feature FPUA as a demonstration of our strategic growth and community presence in Fort Pierce. Often

BUDGET SUMMARY - DEPT 41

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 81,517	$ 193,793	$ 281,551	$ 350,606	$ 69,055
Employee Benefits	40,902	157,220	150,978	145,080	(5,898)
Contractual Services	91,581	102,683	148,017	224,904	76,887
Commodities	16,810	28,417	22,170	13,292	(8,878)
Fixed & Sundry	1,139	1,646	2,760	3,036	276
Miscellaneous	-	-	-	-	-
TOTALS	**$ 231,949**	**$ 483,759**	**$ 605,476**	**$ 736,918**	**$ 131,442**



DEPT. 41 - PUBLIC AFFAIRS - SUSTAINABILITY

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 81,517	$ 193,793	$ 281,551	$ 350,606
	Personnel Services Total	81,517	193,793	281,551	350,606
	EMPLOYEE BENEFITS				
4050	Retirement	10,122	95,531	87,816	75,415
4060	FICA	5,955	15,057	21,539	26,821
4070	Employees' Insurance	17,868	37,338	40,508	41,726
4090	Vacation Pay Expense	8,074	1,704	-	-
4100	Sick Pay Expense	(1,426)	6,429	-	-
4110	Net OPEB Expense	267	1,077	1,055	1,055
4600	Workers' Compensation	42	83	60	63
	Employee Benefits Total	40,902	157,220	150,978	145,080
	CONTRACTUAL SERVICES				
2110	Advertising	8,145	7,030	12,682	12,868
2151	Printing	21,093	16,587	21,500	21,500
2164	Professional Fees - Consult/Eng	-	10,481	25,000	80,166
2166	Professional Fees - Other	400	4,000	3,200	4,120
2170	Training	1,942	10,203	4,500	7,750
2171	Travel	-	5,267	4,000	4,000
2172	Car Allowance	3,107	3,025	5,160	5,160
2190	Communications	1,017	986	900	900
2230	Employee Relations	12,099	10,909	16,225	30,000
2240	Business Relations	140	327	500	1,090
2250	Community Relations	42,513	31,918	51,500	54,500
2260	Memberships - Professional	650	-	350	350
2262	Memberships - Civic	475	1,950	2,500	2,500
	Contractual Services Total	91,581	102,683	148,017	224,904
	COMMODITIES				
3311	Office Supplies	1,051	3,031	12,000	3,122
3313	Subscriptions	73	15,672	120	120
3316	Operating Supplies	15,686	9,713	10,050	10,050
	Commodities Total	16,810	28,417	22,170	13,292
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	1,139	1,646	2,760	3,036
	Fixed & Sundry Total	1,139	1,646	2,760	3,036
	Total	$ 231,949	$ 483,759	$ 605,476	$ 736,918

DIRECTOR OF ELECTRIC & GAS SYSTEMS

Craig Crawford

Electric Transmission & Distribution
Wilburn L. Crawford
Superintendent

Electric Operations
Dino Nesselrode
Superintendent

Gas Operations
Fred Gaddis
Superintendent

Electric & Gas Engineering
Eric Meyer, P.E.
Supervising Engineer

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
51 Director of Electric & Gas Systems	1 D	2 D	2 D	2 D	-
54 Electric Transmission & Distribution	27 D	27 D	27 D	27 D	-
55 Electric Operations	24 D	11 D[1]	11 D[1]	11 D[1]	-
56 Electric & Gas Engineering	10 P	9 P	9 P	9 P	-
74 Gas Operations	15 D	15 D	14 D	14 D	-
TOTAL FTE	**77**	**64**	**63**	**63**	**-**

D - Includes DROP participant employees

P - Excludes part-time employees

[1] 12 positions moved from Electric Operations, Department 55, to Utility Operations, Department 44

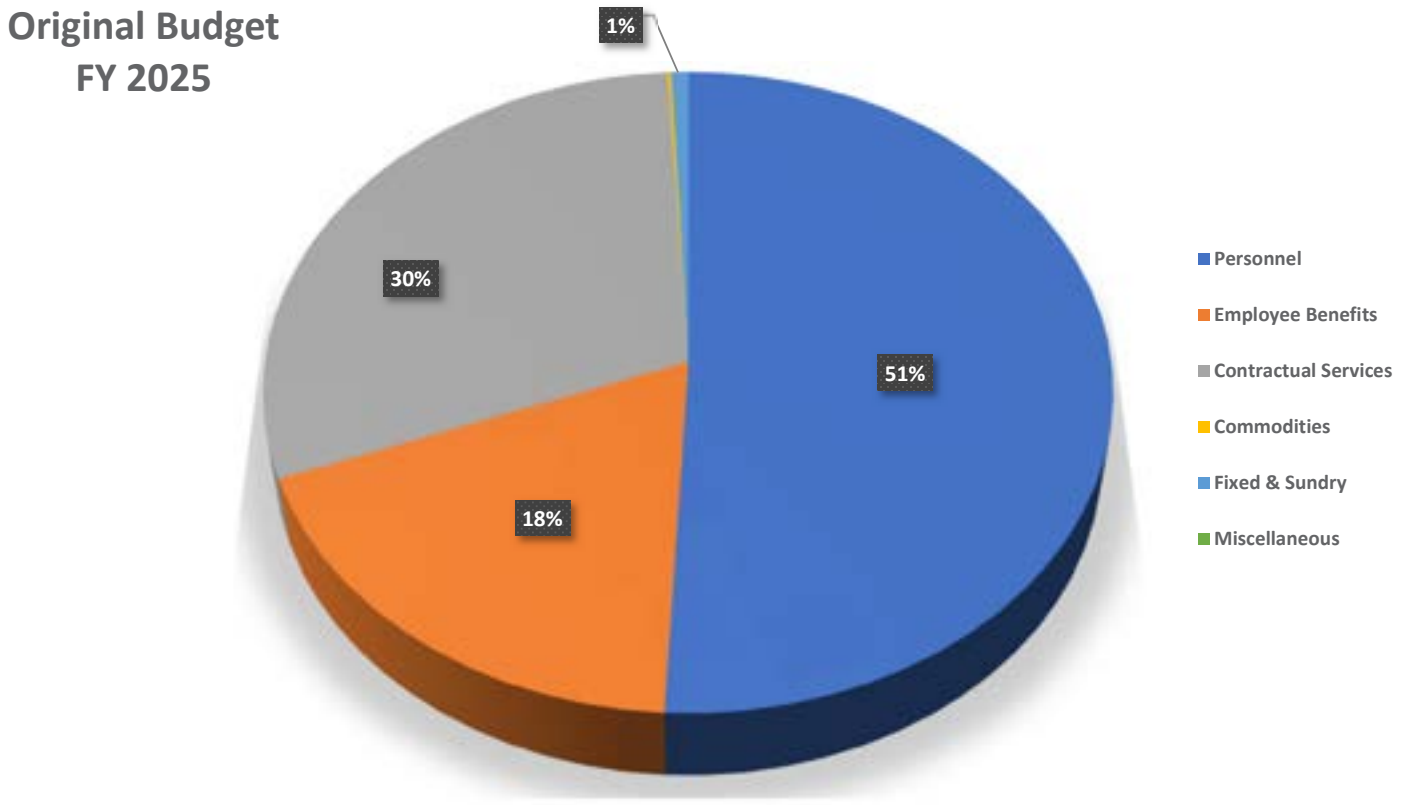
DIRECTOR OF ELECTRIC & GAS SYSTEMS

- Provide planning and direction for the following departments:
  - Electric Purchases for Resale – Department 53
  - Electric Transmission & Distribution – Department 54
  - Electric Operations – Department 55
  - Electric & Gas Engineering – Department 56
  - Gas Operations – Department 74
  - Gas Purchases for Resale – Department 75



BUDGET SUMMARY - DEPT 51

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 154,149	$ 140,452	$ 178,322	$ 187,709	$ 9,387
Employee Benefits	38,018	58,376	70,082	67,915	(2,167)
Contractual Services	69,836	100,652	108,810	110,704	1,894
Commodities	104	-	1,500	500	(1,000)
Fixed & Sundry	2,084	2,173	2,370	2,607	237
Miscellaneous	-	-	-	-	-
TOTALS	**$ 264,191**	**$ 301,653**	**$ 361,084**	**$ 369,435**	**$ 8,351**



DEPT. 51 - DIRECTOR OF ELECTRIC & GAS SYSTEMS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 154,149	$ 140,452	$ 178,322	$ 187,709
	Personnel Services Total	154,149	140,452	178,322	187,709
	EMPLOYEE BENEFITS				
4050	Retirement	29,494	7,510	14,318	10,176
4060	FICA	10,563	10,665	13,642	14,360
4070	Employees' Insurance	22,151	27,678	41,311	42,554
4090	Vacation Pay Expense	(7,722)	9,584	-	-
4100	Sick Pay Expense	(16,940)	2,232	-	-
4110	Net OPEB Expense	267	539	527	527
4600	Workers' Compensation	205	167	284	298
	Employee Benefits Total	38,018	58,376	70,082	67,915
	CONTRACTUAL SERVICES				
2151	Printing	-	23	-	-
2164	Profess. Fees - Consulting/Eng.	16,776	49,460	49,000	51,000
2166	Professional Fees - Other	200	-	-	-
2170	Training	1,425	2,801	3,500	3,500
2171	Travel	-	1,521	-	800
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	985	966	1,000	1,000
2230	Employee Relations	2,461	194	6,000	7,500
2240	Business Relations	840	-	50	-
2260	Memberships - Professional	41,989	40,528	44,100	41,744
	Contractual Services Total	69,836	100,652	108,810	110,704
	COMMODITIES				
3311	Office Supplies	29	-	1,500	500
3313	Subscriptions	75	-	-	-
	Commodities Total	104	-	1,500	500
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	2,084	2,173	2,370	2,607
	Fixed & Sundry Total	2,084	2,173	2,370	2,607
	Total	$ 264,191	$ 301,653	$ 361,084	$ 369,435

DEPT. 53 - ELECTRIC PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 58,999,960	$ 52,691,991	$ 44,133,236	$ 47,637,848
	Purchases For Resale Total	58,999,960	52,691,991	44,133,236	47,637,848
	Total	$ 58,999,960	$ 52,691,991	$ 44,133,236	$ 47,637,848



- FPUA purchases 100% of its power requirements from FMPA.
- Natural gas is a primary fuel which is burned at power plants to create electricity.

ELECTRIC TRANSMISSION & DISTRIBUTION

Department Description

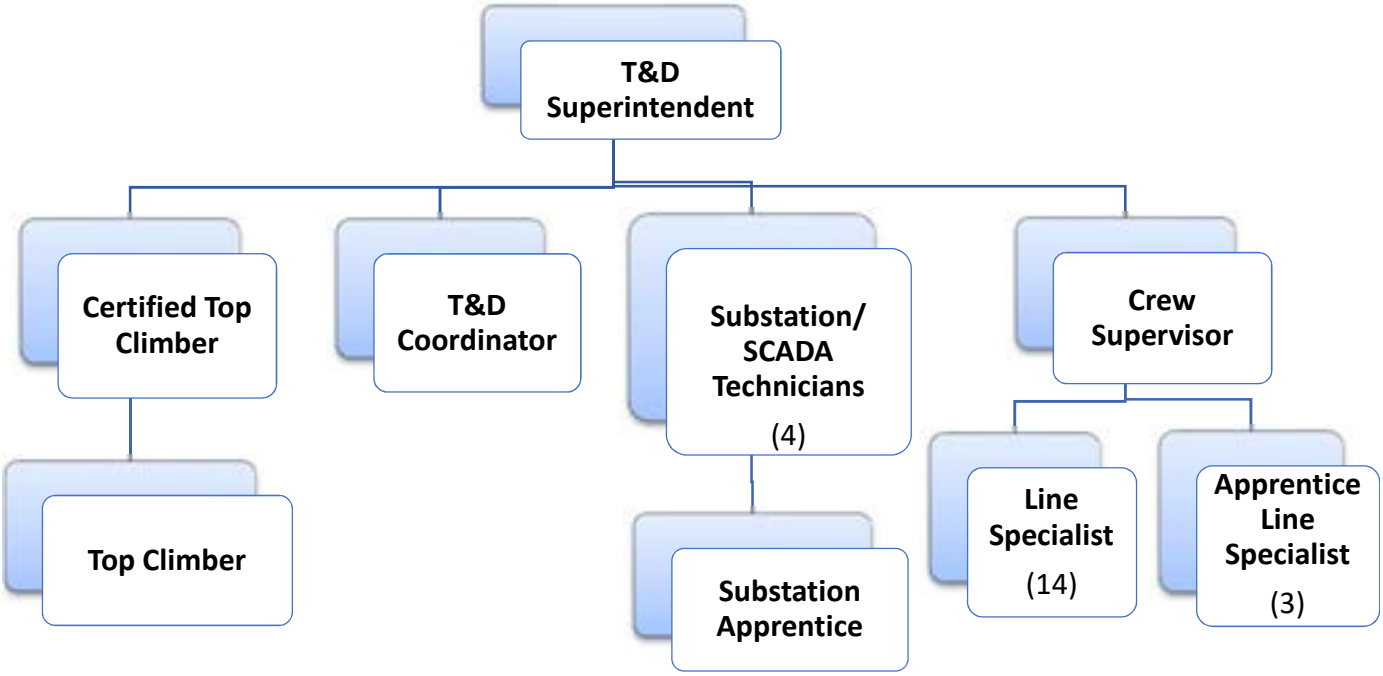
The Electric Transmission and Distribution Department is responsible for the operation, construction, and maintenance of the electrical system in order to provide safe, timely, and reliable service. This department is also responsible for the transmission and distribution of electric power from internal and external power sources to the customer.

In addition, this department is also responsible for advising Electric Engineering of needed system extensions and upgrades, and works closely with Engineering in the planning and design of those systems.

Departmental Accomplishments

- Implemented new procedures for storm restorations
- Inspected one-third of our transmission lines
- Replaced more than 300 poles in our system including 15 transmission poles.
- Awarded FMEA's Restoring the Community Award
- Awarded APPA's Mutual Aid Commendation.
- Awarded APPA and FMEA awards for Safety
- Implemented a tree trimming application designed by GIS to help with reliability of the electric system while tracking our trimming areas.

ELECTRIC TRANSMISSION AND DISTRIBUTION STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
T&D Superintendent	1	1	1	-
T&D Coordinator	1	1	1	-
Crew Supervisor	1	1	1	-
Substation/SCADA Technician	4	4	4	-
Substation Apprentice	1	1	1	-
Line Specialist	14	14	14	-
Apprentice Line Specialist	3	3	3	-
Certified Top Climber	1	1	1	-
Top Climber	1	1	1	-
TOTAL FTE	27	27	27	-

ELECTRIC TRANSMISSION AND DISTRIBUTION

DEPARTMENTAL GOALS AND OBJECTIVES

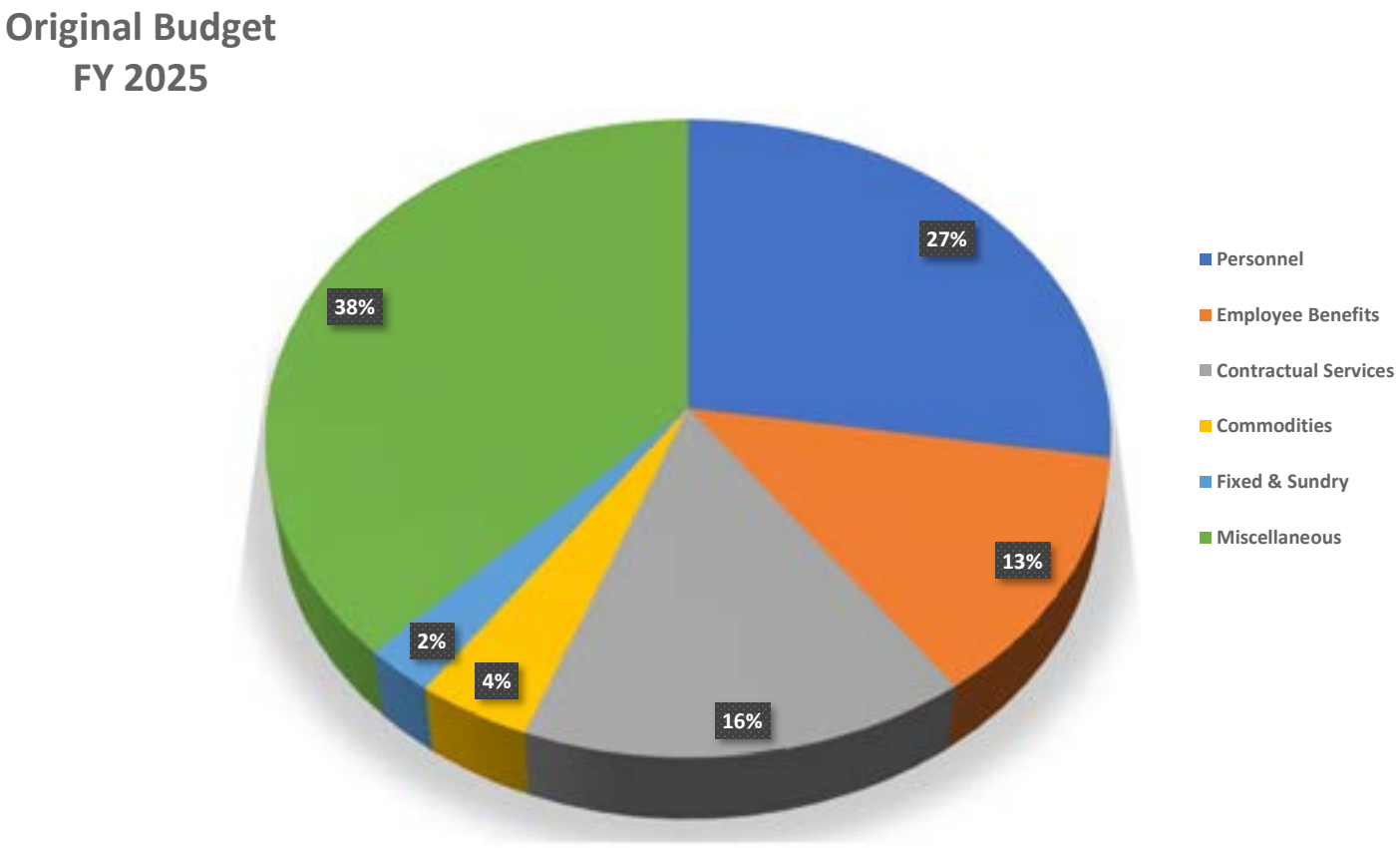
	Growth and Rates	Construct and maintain the transmission and distribution electrical system, including substations, in order to provide safe, cost-effective and reliable service
		Collaborate with Electric Engineering department to identify needed system extensions and upgrades
		Collaborate with Electric Operations to resolve power outages and other electrical problems
	Workforce	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projecte	Goal
	Miles of T & D lines maintained	420	430	441	441	400	400	440
	Number of Poles Inspected	1,999	1,999	1,866	1,866	1,900	1,900	1,875
	Number of Poles Replaced	150	119	150	125	100	80	100
	Feeder Hardening (in Feet) [1]	-	8,000	3,000	2,000	4,000	3,000	3,000
	Primary Converted to Underground (in Feet) [1]	-	2,600	2,750	1,500	2,100	1,500	1,500
	Number of Services to Underground [1]	-	42	50	46	30	50	40
	Safety Frequency Rate	0	0.42	0	0	0	3.87	0
	Safety DART Rate	0	1.31	0	0	0	0	0

[1] New Performance Measures

BUDGET SUMMARY - DEPT 54

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 2,590,829	$ 2,642,679	$ 2,786,616	$ 2,998,168	$ 211,552
Employee Benefits	1,655,295	1,817,651	1,536,683	1,377,324	(159,359)
Contractual Services	1,023,993	1,191,128	1,309,120	1,713,870	404,750
Commodities	464,265	414,345	323,000	436,802	113,802
Fixed & Sundry	353,806	207,252	118,730	267,303	148,573
Miscellaneous	4,185,042	4,086,209	4,327,000	4,127,071	(199,929)
TOTALS	**$ 10,273,230**	**$ 10,359,264**	**$ 10,401,149**	**$ 10,920,538**	**$ 519,389**



DEPT. 54 - ELECTRIC TRANSMISSION & DISTRIBUTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 2,293,780	$ 2,368,805	$ 2,476,616	$ 2,701,168
1020	Overtime	297,049	273,874	310,000	297,000
	Personnel Services Total	2,590,829	2,642,679	2,786,616	2,998,168
	EMPLOYEE BENEFITS				
4050	Retirement	1,030,402	1,138,644	787,023	595,084
4060	FICA	187,907	193,588	213,176	229,359
4070	Employees' Insurance	416,306	472,061	505,255	520,447
4090	Vacation Pay Expense	(221)	8,415	-	-
4100	Sick Pay Expense	(4,814)	(15,944)	-	-
4110	Net OPEB Expense	7,213	7,271	7,120	7,120
4600	Workers' Compensation	18,502	13,616	24,109	25,314
	Employee Benefits Total	1,655,295	1,817,651	1,536,683	1,377,324
	CONTRACTUAL SERVICES				
2122	Rentals	14,501	15,068	87,000	17,000
2132	Maintenance Of Vehicles	50,579	41,997	90,000	65,000
2133	Maintenance Of Equipment	19,197	7,026	30,000	50,000
2139	Maintenance/Service Contracts	596,665	732,476	490,000	754,450
2140	Postage	166	256	1,400	264
2151	Printing	807	830	2,000	855
2166	Professional Fees - Other	4,880	2,239	4,000	2,307
2170	Training	93,685	34,211	35,000	35,238
2171	Travel	889	-	1,000	-
2172	Car Allowance	-	2,150	5,160	5,160
2190	Communications	105,760	234,543	439,900	653,800
2200	Utilities	116,731	119,976	117,660	129,430
2230	Employee Relations	20,133	356	6,000	366
	Contractual Services Total	1,023,993	1,191,128	1,309,120	1,713,870
	COMMODITIES				
3311	Office Supplies	1,211	594	3,000	612
3316	Operating Supplies	324,642	324,276	260,000	334,005
3331	Vehicle Supplies	115,937	79,791	40,000	82,185
3340	Small Tools	22,475	9,682	20,000	20,000
	Commodities Total	464,265	414,345	323,000	436,802
	FIXED & SUNDRY				
4520	Licenses & Permits	179	175	440	180
4610	Property & Liab./Ins. & Uninsur.	93,311	140,179	180,290	198,319
4666	Inventory Adjustments	314,946	117,561	-	121,088
9005	Duplicate Charges	(54,630)	(50,663)	(62,000)	(52,284)
	Fixed & Sundry Total	353,806	207,252	118,730	267,303
	MISCELLANEOUS				
9030	Depreciation Expense	4,185,042	4,086,209	4,327,000	4,127,071
	Miscellaneous Total	4,185,042	4,086,209	4,327,000	4,127,071
	Total	$ 10,273,230	$ 10,359,264	$ 10,401,149	$ 10,920,538

ELECTRIC OPERATIONS

Department Description

The Electric Operations Department is responsible for the operation, and maintenance of the electrical system in order to provide safe, timely, and reliable service. This department is also responsible for the transmission and distribution of electric power from internal and external power sources to the customer.

In addition, this department is also responsible for:

- Advising Electric Engineering of needed system extensions and upgrades.
- Working closely with Engineering in the planning and design of the electrical system.
- Monitoring the Electrical System 24 hrs. a day / 7 days a week.
- Strictly adhering to NERC Standards while operating the electrical system.

Works with FPL (Florida Power & Light) and FMPA (Florida Municipal Power Agency) for the switching of BES (Bulk Electric System) elements. This includes entering information into FTMS (Florida Transmission Management System) and working in coordination with FPL during BES switching operations.

Working closely with T&D (Transmission & Distribution) to ensure electric service to the customer is restored as quickly and safely as possible during emergency situations.

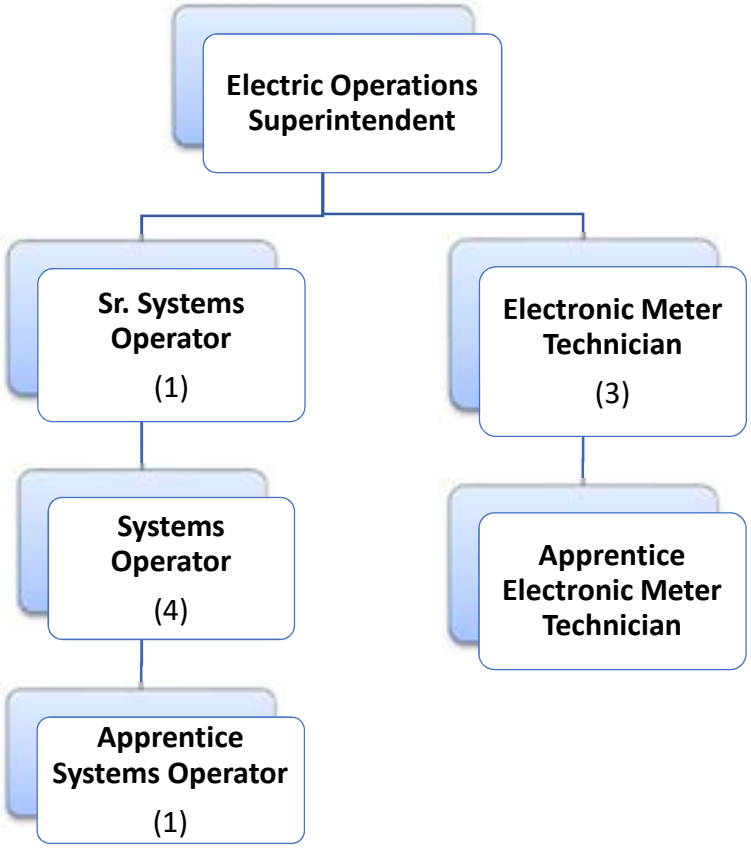
Working closely with Geospatial Technology Services to provide precise field information to maintain a dynamic and accurate GIS map. The GIS map accuracy is instrumental in providing a safe work environment for the electrical line crews.

Working closely with Gas Department to monitor selected Natural Gas Stations and alert the Gas Department when a gas pressure event has occurred.
Dispatches Water, Wastewater, Gas and Locate crews during off business hours.
Acts as a Customer Service Representative for FPUA during off business hours.

Departmental Accomplishments

- Continue to work with GIS Manager on the implementation, integration and testing of the new AMI System with the Outage Management System (OMS).
- Used Responder (OMS) to improve customer restoration times system-wide. OMS allowed more significant feedback to FPUA customers as the system was able to model all outages in real-time and provide estimated time of restoration (ETR) to customers.
- Ensured compliance with state (FRCC) and federal (NERC) reliability and regulatory rules and standards for operating FPUA's electrical system.
- Worked with Electric Engineering to facilitate and expedite the expansion of Totten Substation for added capacity due to growth. This included re-routing feeders, shifting load and aiding in the design of feeder expansion.

ELECTRIC OPERATIONS STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Electric Operations Superintendent	1	1	1	-
Senior Systems Operator	1	1	1	-
Systems Operator	4	4	4	-
Apprentice Systems Operator	1	1	1	-
Electric Meter Technician	3	3	3	-
Apprentice Electric Meter Technician	1	1	1	-
TOTAL FTE	11	11	11	-

ELECTRIC OPERATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

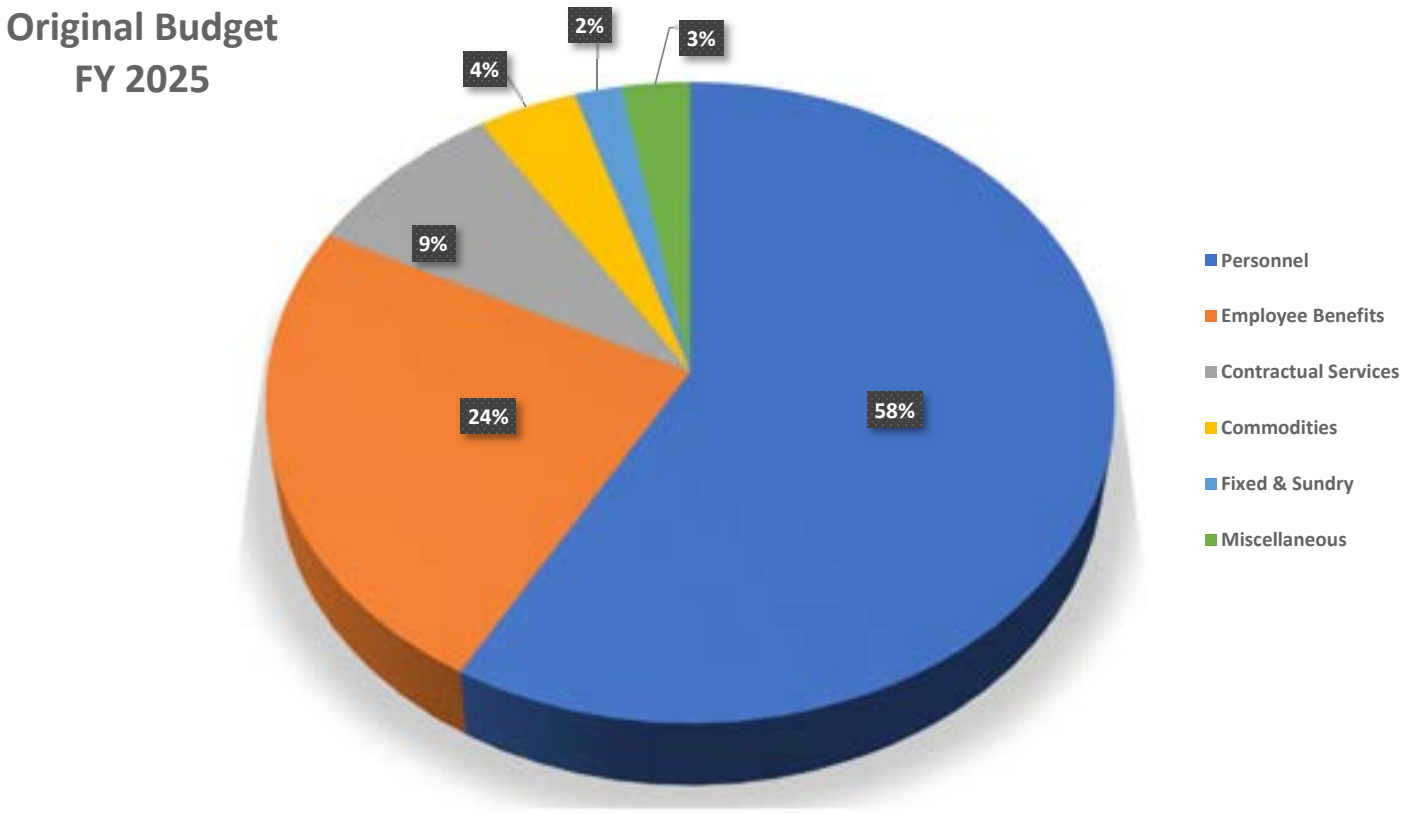
	**Growth and Rates**	Collaborate with the Electric Engineering department to identify needed system extensions, upgrades and reliability issues on the Electric Grid
		Continuously monitor the operations for the Service Restoration of Transmission and Distribution electrical service to FPUA customers
		Dispatch Trouble Calls for Water, Wastewater, & Gas
		Accountable for compliance with state (FRCC) and federal (NERC) regulatory rules and standards for operating FPUA's electrical system
		Accountable for calculation of Reliability Indices reported to FMPA (Florida Municipal Power Agency)
	**Technology**	Installation and Maintenance of the Electric Automated Meter Infrastructure (AMI)
		Ensure the accuracy of FPUA meters and Current Transformers (CT's) through continuous testing.
		Continuously monitor selected Natural Gas Stations for pressure
	**Workforce**	Provide the appropriate tools to ensure that employees are able to safely complete required projects
		Provide the appropriate training and education to satisfy Continuing Education Hours for Certification Renewal

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Percentage of meters converted to AMI** [1]	-	32%	-	41%	60%	75%	100%
	CT's (Current Transformers) Tested [1]	-	-	-	-	130	260	250
	**Dispatch Trouble calls**	<3,500	2,799	<3,500	29,084	<3,500	29,300	30,000
	Meters Tested [1]	-	-	-	2,799	250	2,600	<3,500
	% of energy loss	≤ 5.0%	5.9%	≤ 5.0%	-	≤ 5.0%	200	130
	SAIDI	<50	75.5	<50	5.9%	<50	5.9%	≤ 5.0%
	CAIDI	< 55	64.7	< 55	75.5	< 55	76	<50
	SAIFI	< 0.50	1.17	< 0.50	64.7	< 0.50	65	< 55
	MAIFI	<7.0	9.07	<7.0	1.17	<7.0	1.15	< 0.50
	L-Bar	<70	81.4	<70	9.07	<70	9.10	<7.0
	**Safety Frequency Rate**	0	0.83	0	0.26	0	0	<1
	Safety DART Rate	0	2.43	0	0	0	0	0

[1] New Performance Measures

BUDGET SUMMARY - DEPT 55

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,176,627	$ 1,217,657	$ 1,251,542	$ 1,409,519	$ 157,977
Employee Benefits	977,002	826,806	631,488	583,217	(48,271)
Contractual Services	90,909	175,901	121,725	207,081	85,356
Commodities	80,141	67,058	73,858	100,500	26,642
Fixed & Sundry	34,206	47,558	43,390	47,629	4,239
Miscellaneous	82,297	68,578	52,000	69,264	17,264
TOTALS	**$ 2,441,182**	**$ 2,403,558**	**$ 2,174,003**	**$ 2,417,210**	**$ 243,207**



DEPT. 55 - ELECTRIC OPERATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,069,569	$ 1,124,531	$ 1,156,542	$ 1,314,519
1020	Overtime	107,058	93,126	95,000	95,000
	Personnel Services Total	1,176,627	1,217,657	1,251,542	1,409,519
	EMPLOYEE BENEFITS				
4050	Retirement	476,750	481,263	353,551	287,625
4060	FICA	101,170	91,783	95,743	107,828
4070	Employees' Insurance	358,854	290,175	170,324	175,446
4090	Vacation Pay Expense	4,558	(21,599)	-	-
4100	Sick Pay Expense	13,780	(29,382)	-	-
4110	Net OPEB Expense	6,411	2,962	2,901	2,901
4600	Workers' Compensation	15,407	11,604	8,969	9,417
4640	Unemployment Claims	72	-	-	-
	Employee Benefits Total	977,002	826,806	631,488	583,217
	CONTRACTUAL SERVICES				
2122	Rentals	5,431	6,027	3,750	4,000
2132	Maintenance Of Vehicles	7,619	8,788	6,000	4,500
2133	Maintenance Of Equipment	6,613	6,428	5,000	6,621
2139	Maintenance/Service Contracts	5,215	5,032	30,000	45,000
2140	Postage	1,464	-	500	-
2151	Printing	1,095	46	250	250
2165	Temporary Labor	5,686	5,291	5,000	5,450
2164	Professional Fees - Consult/Eng	-	64,505	-	66,440
2166	Professional Fees - Other	-	-	250	-
2170	Training	17,568	38,568	33,000	35,000
2171	Travel	-	70	-	100
2172	Car Allowance	7,600	7,360	5,160	5,160
2190	Communications	28,102	28,051	26,400	27,700
2200	Utilities	3,064	5,021	4,690	5,160
2230	Employee Relations	1,452	715	1,225	1,200
2240	Business Relations	-	-	500	500
	Contractual Services Total	90,909	175,901	121,725	207,081
	COMMODITIES				
3311	Office Supplies	2,160	205	5,000	57,000
3316	Operating Supplies	24,818	20,832	21,457	22,000
3331	Vehicle Supplies	50,697	43,845	45,160	12,000
3340	Small Tools	2,466	2,176	2,241	9,500
	Commodities Total	80,141	67,058	73,858	100,500
	FIXED & SUNDRY				
4520	Licenses & Permits	400	1,275	2,000	2,100
4610	Property & Liab./Ins. & Uninsur.	33,806	46,283	41,390	45,529
	Fixed & Sundry Total	34,206	47,558	43,390	47,629
	MISCELLANEOUS				
9030	Depreciation Expense	82,297	68,578	52,000	69,264
	Miscellaneous Total	82,297	68,578	52,000	69,264
	Total	$ 2,441,182	$ 2,403,558	$ 2,174,003	$ 2,417,210

ELECTRIC & GAS ENGINEERING

Department Description

The Electric & Gas Engineering department is responsible for the engineering, design, permitting, inspection, and construction management of major repairs, system upgrades, and construction of new facilities for the Electric Substation, Transmission and Distribution Systems along with the Gas Main Distribution and Service Systems. The department also serves to provide support for the maintenance of the system through resolving utility problems, system standards development, and load growth forecasting.

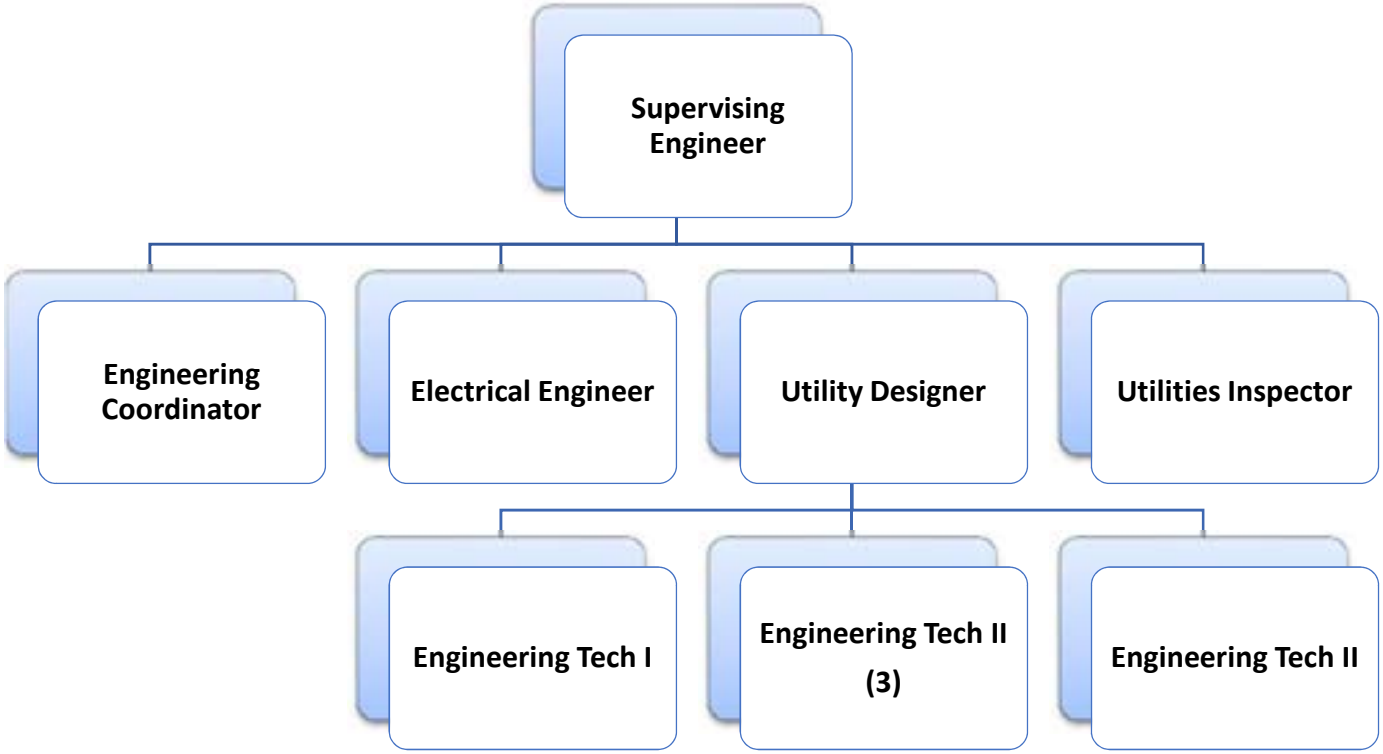
Electric & Gas Engineering is involved in marketing and selling outdoor lighting services which include lighting surveys and design, electricity and maintenance.

Major projects that require staffing or expertise not available in this department will be utilized through engineering service vendors. Consulting engineers are contracted with (as required or needed) and an engineer from Electric & Gas Engineering is assigned as FPUA's project manager. Additionally, Electric & Gas Engineering manages the Electric Underground Unit Price contract for the installation of underground facilities.

Departmental Accomplishments

- Created designs and projects to facilitate the installation of 248 new services.
- Created designs, permits and support for an estimated 882 poles that have been identified to be replaced for Storm Hardening.
- Designed for one capacitor bank to facilitate voltage support on a large commercial customer.
- Designed for the installation of four transmission circuit breakers to replace aging circuit breakers.
- Enhanced the gas service territory by designing new main to serve additional customers and provide facilities for the possibility of adding new customers.
- Created the designs, permits and support for projects driven by governing authorities to relocate facilities for road enhancement initiatives.
- Created the designs, permits and support for projects driven by commercial developers to install new facilities for various businesses and industries.
- Created the criteria, specifications, and workflow tools for mass deployment of Tripsavers to aid in reliability indices improvements.
- Increasing System capacity by designing for the expansion of the Totten substation and preparing for a new substation in the northern service territory.

ELECTRIC AND GAS ENGINEERING STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Supervising Engineer	1	1	1	-
Utility Designer	1	1	1	-
Electrical Engineer	1	1	1	-
Mechanical Engineer	1	-	-	-
Compliance Specialist	1	-	-	-
Utilities Inspector	1	1	1	-
Engineering Tech I, II, III	2	4	4	-
Engineering Coordinator	-	1	1	-
Staff Assistant	1	-	-	-
TOTAL FTE	9	9	9	-

ELECTRIC & GAS ENGINEERING

DEPARTMENTAL GOALS AND OBJECTIVES

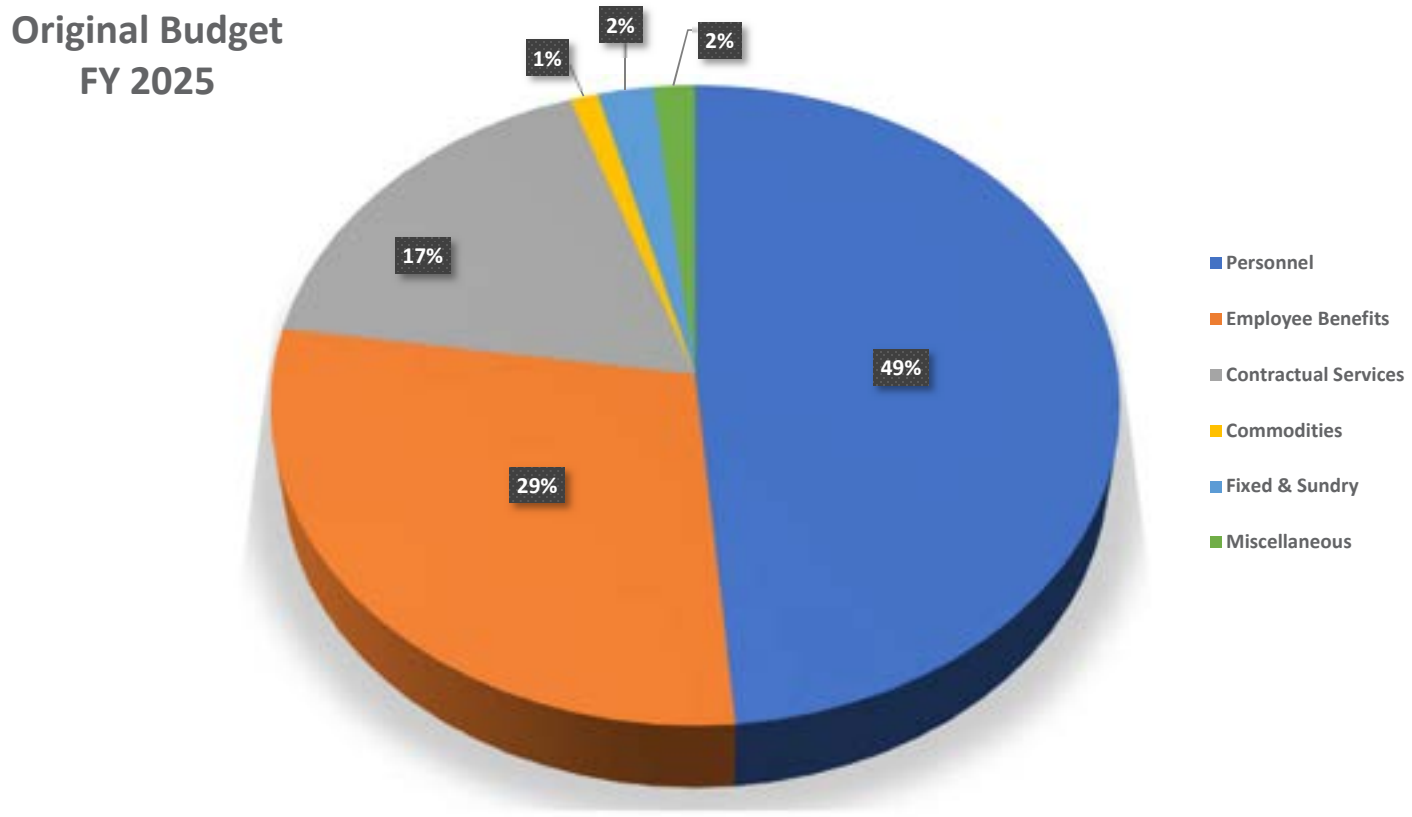
	Growth and Rates	Utilize Technology to lower operating costs and assist the utility in maintaining overall affordability for FPUA customers
		Increase electric revenue to support the utility in financial growth and development targets

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Construction projects managed for new customers [1]	-	-	45	50	50	59	50
	CEMI5 Index Reduction	<2.5%	3.1%	<2.0%	1.0%	<1.5%	1.0%	<1.0%
	Digitizing Processes to Facilitate Streamlined Digital Workflows [1]	-	-	-	-	1	1	2

[1] New Performance Measure

BUDGET SUMMARY - DEPT 56

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 696,274	$ 610,334	$ 665,911	$ 698,087	$ 32,176
Employee Benefits	543,328	529,060	461,605	412,274	(49,331)
Contractual Services	124,187	271,939	103,715	250,236	146,521
Commodities	11,866	22,410	13,450	16,792	3,342
Fixed & Sundry	20,161	19,413	29,920	33,012	3,092
Miscellaneous	19,222	25,027	25,000	25,277	277
TOTALS	**$ 1,415,038**	**$ 1,478,183**	**$ 1,299,601**	**$ 1,435,678**	**$ 136,077**



DEPT. 56 - ELECTRIC & GAS ENGINEERING

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 696,274	$ 610,334	$ 665,911	$ 698,087
	Personnel Services Total	696,274	610,334	665,911	698,087
	EMPLOYEE BENEFITS				
4050	Retirement	303,678	292,455	208,109	150,159
4060	FICA	51,301	44,435	50,942	53,404
4070	Employees' Insurance	190,685	184,640	193,273	199,085
4090	Vacation Pay Expense	(6,264)	(5,146)	-	-
4100	Sick Pay Expense	(3,314)	6,808	-	-
4110	Net OPEB Expense	2,672	2,424	2,373	2,373
4600	Workers' Compensation	4,570	3,445	6,908	7,253
	Employee Benefits Total	543,328	529,060	461,605	412,274
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	1,607	1,148	980	1,183
2139	Maintenance/Service Contracts	-	-	500	-
2140	Postage	35	-	35	-
2151	Printing	20	92	50	95
2164	Profess. Fees - Consulting/Eng.	87,098	238,454	65,000	210,000
2170	Training	13,241	14,844	20,000	20,000
2171	Travel	-	251	150	258
2172	Car Allowance	16,267	9,890	10,320	10,320
2190	Communications	5,052	5,274	5,500	5,800
2230	Employee Relations	662	453	480	1,000
2240	Business Relations	-	125	-	129
2260	Memberships - Professional	205	1,409	700	1,451
	Contractual Services Total	124,187	271,939	103,715	250,236
	COMMODITIES				
3311	Office Supplies	1,698	3,657	5,000	3,767
3313	Subscriptions	138	-	450	450
3316	Operating Supplies	2,730	9,457	3,000	3,000
3331	Vehicle Supplies	7,300	9,296	5,000	9,575
	Commodities Total	11,866	22,410	13,450	16,792
	FIXED & SUNDRY				
4520	Licenses & Permits	-	89	-	100
4610	Property & Liab./Ins. & Uninsur.	20,161	19,324	29,920	32,912
	Fixed & Sundry Total	20,161	19,413	29,920	33,012
	MISCELLANEOUS				
9030	Depreciation Expense	19,222	25,027	25,000	25,277
	Miscellaneous Total	19,222	25,027	25,000	25,277
	Total	$ 1,415,038	$ 1,478,183	$ 1,299,601	$ 1,435,678

GAS OPERATIONS

Department Description

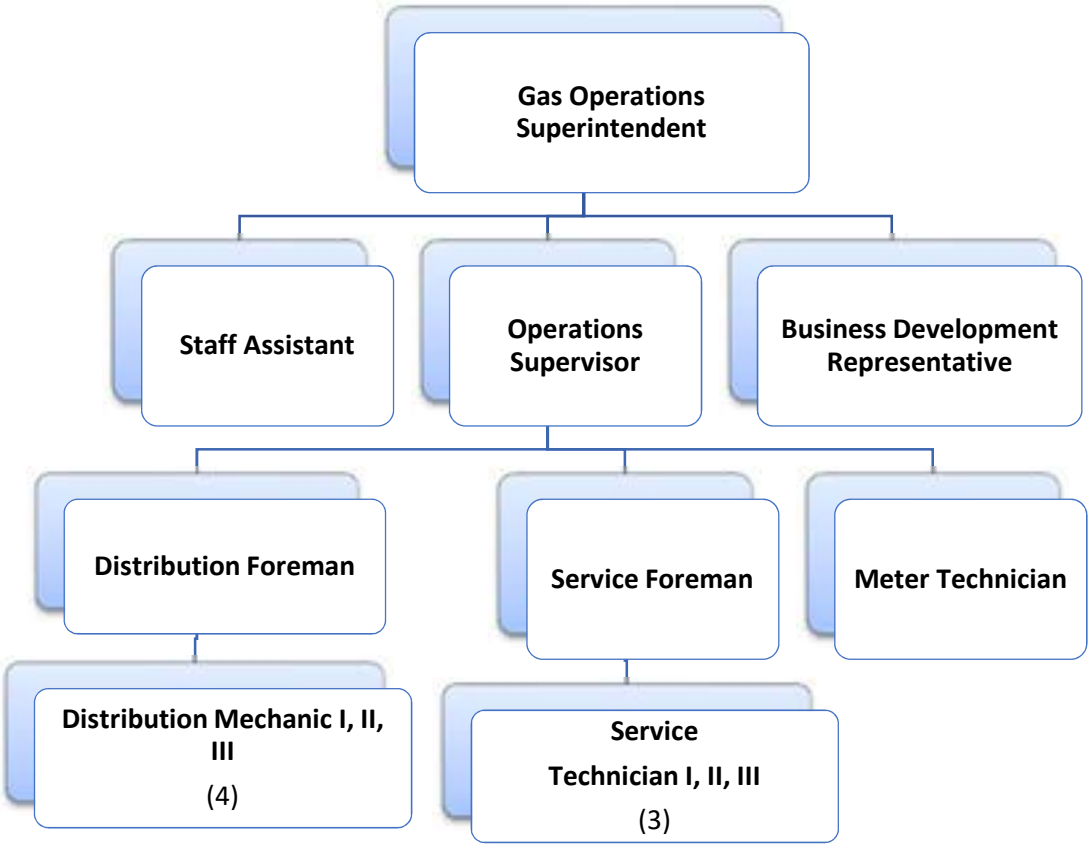
Fort Pierce Utilities Authority (FPUA) has been in the Natural Gas Distribution Sales and Service business since 1962. FPUA sells the natural gas to its customers through an underground piping network. The natural gas supply is pumped from gas wells through processing plants located in Texas and transported to Florida. The Gas Operations department is responsible for providing its customers with the most efficient and economical source of energy available today. Natural gas is supplied to our customers for cooking, house heating, water heating, clothes drying, and other uses.

Gas Operations crews follow a preventive maintenance program that includes maintaining, repairing, and efficiently operating the piping network on service lines and mainlines, gas meters and mainline valves associated with the system. Crews are also responsible for the repair and/or replacement of broken or damaged lines caused by the public and/or excavation by contractors.

Departmental Accomplishments

- Provided free estimates for installation of customer-owned natural gas piping and appliances
- Continued same day or next day response for all service calls
- Continued staff qualification for Operator Qualification Certification program, including administrator training, and provided additional technical training when available
- Completed main extension to in Lakewood Park Area
- Continue to grow the Utility

GAS OPERATIONS STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Gas Operations Superintendent	1	1	1	-
Operations Supervisor	1	1	1	-
Business Development Representative	1	1	1	-
Distribution Foreman	1	1	1	-
Distribution Mechanic I, II, III	5	4	4	-
Service Foreman	1	1	1	-
Service Technician I or II	3	3	3	-
Meter Technician	1	1	1	-
Staff Assistant	1	1	1	-
TOTAL FTE	15	14	14	-

GAS OPERATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

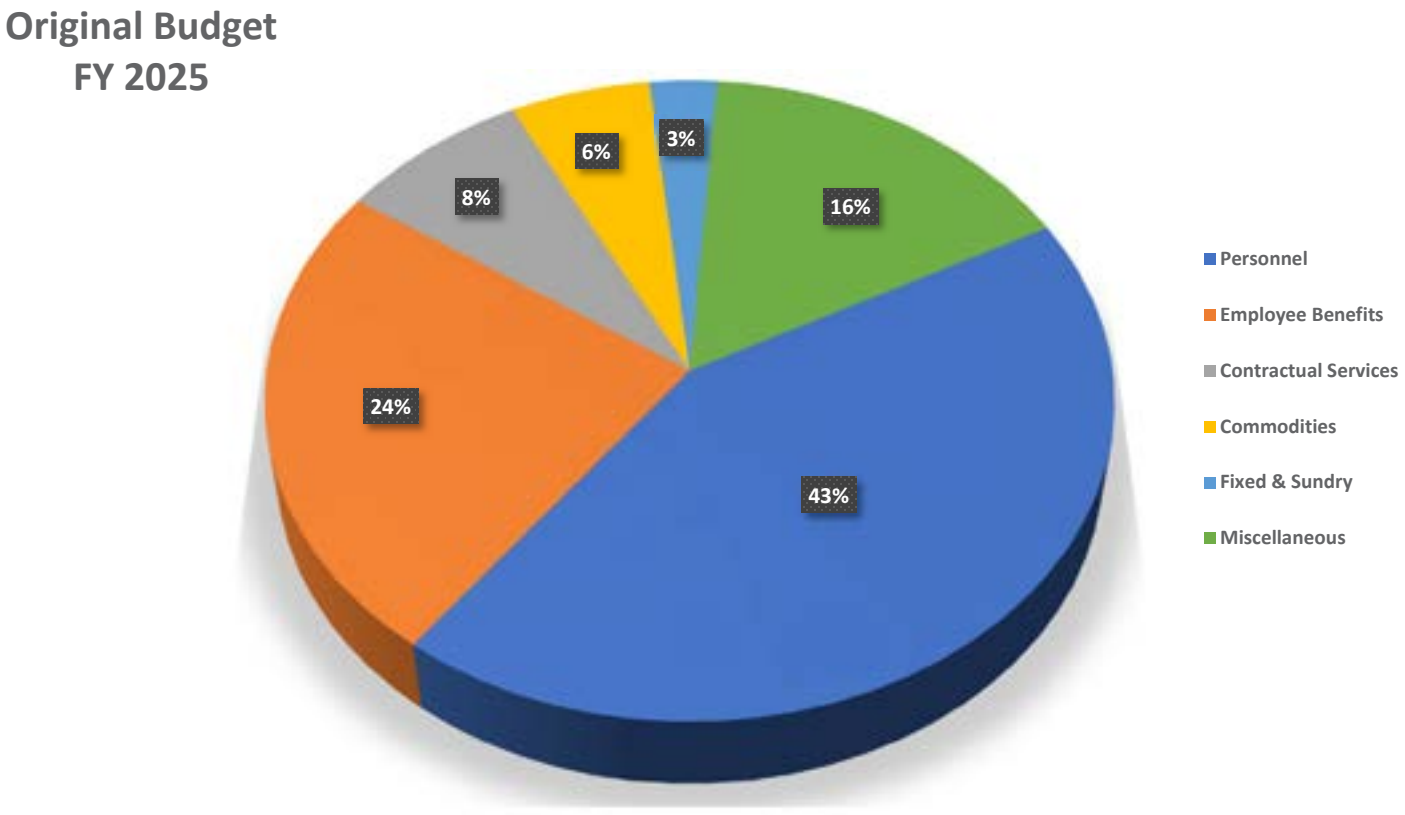
	**GROWTH AND RATES**	Preserve the integrity of the gas system through implementation of the Distribution Integrity Management Plan, which was developed in FY 2011 in accordance with mandated requirements
		Add a third Gate Station on Indrio Rd. We are expecting to double our customer base within ten years.
		Continue efforts to double our customer base within ten years.
		Continue expanding into the North area and complete remaining 50% of project.
		Expand our extension in Lakewood Park and install new water heaters.
	**TECHNOLOGY**	Complete remaining 66% of our AMI meter installation.
		Continue replacement of 50 old 175 meters in our system with 250 meters that can be fitted with AMI
	**WORKFORCE**	Provide quality and efficient service, in a safe manner. This requires a highly trained and educated workforce in the natural gas industry. To accomplish this, we will provide education and training of our employees in OQ and other programs.
		Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Service calls handled	2,000	1,333	2,000	1,605	1,800	1,800	2,000
	Avg. # of services billed	4,300	4,086	4,300	4,092	4,300	4,300	4,500
	Throughput for system (Dths)	503,415	520,079	530,000	478,151	550,000	538,000	575,000
	**Replace/remove ex-tube installations**	>15	1	>10	5	>10	>10	>10
	"Cut and Cap" service lines (10-year rule)	>30	8	>30	17	>30	>30	>30
	PSC audit findings	<5	0	<5	0	<5	<5	<5
	Feet of New Main*	-	17,953	20,000	4,061	20,000	30,000	30,000
	New Services Installed*	-	32	40	57	40	75	125
	**Percentage of meters converted to AMI ***	-	20%	45%	34%	50%	75%	100%
	**Safety Frequency Rate**	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

*New Performance Measure, AMI installation pilot program began in FY 2020

BUDGET SUMMARY - DEPT 74

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 800,913	$ 826,340	$ 962,078	$ 1,019,160	$ 57,082
Employee Benefits	546,648	649,498	628,785	572,819	(55,966)
Contractual Services	158,706	171,708	184,330	188,191	3,861
Commodities	109,957	134,206	127,000	138,232	11,232
Fixed & Sundry	33,040	84,923	27,080	66,457	39,377
Miscellaneous	414,761	376,835	378,000	380,603	2,603
TOTALS	**$ 2,064,025**	**$ 2,243,509**	**$ 2,307,273**	**$ 2,365,462**	**$ 58,189**



DEPT. 74 - GAS OPERATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 777,581	$ 796,108	$ 914,078	$ 971,160
1020	Overtime	23,332	30,232	48,000	48,000
	Personnel Services Total	800,913	826,340	962,078	1,019,160
	EMPLOYEE BENEFITS				
4050	Retirement	285,467	335,337	287,771	219,221
4060	FICA	51,639	53,197	73,599	77,966
4070	Employees' Insurance	213,254	231,050	248,660	256,137
4090	Vacation Pay Expense	(5,608)	8,802	-	-
4100	Sick Pay Expense	(12,599)	6,856	-	-
4110	Net OPEB Expense	4,007	4,039	3,955	3,955
4600	Workers' Compensation	10,488	10,218	14,800	15,540
	Employee Benefits Total	546,648	649,498	628,785	572,819
	CONTRACTUAL SERVICES				
2110	Advertising	35,468	43,763	51,300	45,076
2122	Rentals	4,211	3,782	4,000	3,896
2132	Maintenance Of Vehicles	15,781	11,418	11,000	11,760
2133	Maintenance Of Equipment	1,009	3,204	4,500	3,300
2139	Maintenance/Service Contracts	35,138	29,593	37,000	37,000
2140	Postage	135	330	250	339
2151	Printing	830	876	1,000	903
2166	Professional Fees - Other	1,909	2,742	3,000	2,824
2170	Training	16,585	22,380	15,000	23,052
2171	Travel	911	979	1,500	1,008
2172	Car Allowance	2,150	4,343	5,160	5,160
2190	Communications	16,013	16,581	18,700	20,600
2200	Utilities	15,723	16,591	16,220	17,840
2230	Employee Relations	823	281	550	289
2240	Business Relations	120	140	150	144
2260	Memberships - Professional	11,900	14,704	15,000	15,000
	Contractual Services Total	158,706	171,708	184,330	188,191
	COMMODITIES				
3311	Office Supplies	1,955	2,046	2,000	2,107
3316	Operating Supplies	64,585	75,513	75,000	77,779
3331	Vehicle Supplies	38,015	45,816	38,000	47,190
3340	Small Tools	5,402	10,831	12,000	11,156
	Commodities Total	109,957	134,206	127,000	138,232
	FIXED & SUNDRY				
4520	Licenses & Permits	6,909	11,563	13,700	11,910
4610	Property & Liab./Ins. & Uninsur.	25,306	34,157	12,880	14,168
4666	Inventory Adjustments	825	39,203	500	40,379
	Fixed & Sundry Total	33,040	84,923	27,080	66,457
	MISCELLANEOUS				
9030	Depreciation Expense	414,761	376,835	378,000	380,603
	Miscellaneous Total	414,761	376,835	378,000	380,603
	Total	$ 2,064,025	$ 2,243,509	$ 2,307,273	$ 2,365,462

DEPT. 75 - NATURAL GAS PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 3,512,672	$ 3,123,982	$ 3,200,000	$ 2,700,000
	Purchases For Resale Total	3,512,672	3,123,982	3,200,000	2,700,000
	Total	$ 3,512,672	$ 3,123,982	$ 3,200,000	$ 2,700,000

◆ FPUA purchases 100% of the firm gas for resale from FGU. Forward purchases are made at favorable prices to maintain a Gas Rate Stabilization Fund to minimize price fluctuations in the PGA.



DIRECTOR OF WATER/WASTEWATER SYSTEMS

Bo Hutchinson, P.E.

Water/Wastewater Engineering
Lugey Dawson, P.E.
Supervising Engineer

Water Resources
Keith Stephens
Superintendent

Water Distribution
Andrew D. Byrd
Superintendent

Wastewater Collection/Reclamation
Mark Kobbe
Superintendent

Department	ACTUAL 9/30/2022	ACTUAL 9/30/2023	AMENDED BUDGET 9/30/2024	ORIGINAL BUDGET 9/30/2025	CHANGE FROM 9/30/2024 TO 9/30/2025
61 Director of Water/Wastewater Systems	1	1	1	1	-
62 Water Resources	25 D	25 D	23 D	23 D	-
64 Water Distribution	28 D	28 D	26 D	26 D	-
66 Water/Wastewater Engineering	12 D,P	12 D,P	12 D,P	12 D,P	
82 Water Reclamation	16 D	16 D	16 D	16 D	-
84 Wastewater Collection	20	20 D	18 D	19 D	-
TOTAL FTE	**102**	**102**	**96**	**97**	**-**

D - Includes DROP participant employees
P - Excludes part-time employees

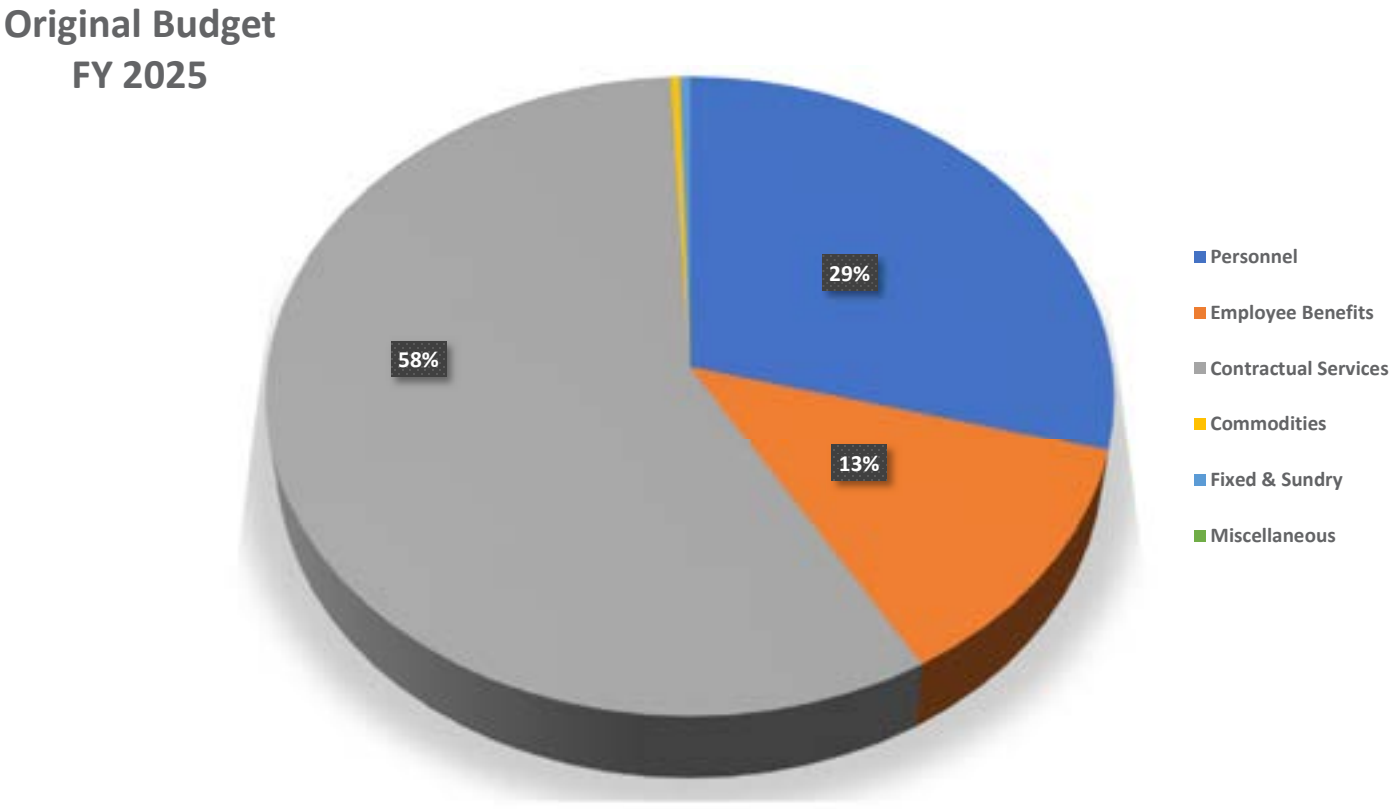
DIRECTOR OF WATER/WASTEWATER SYSTEMS

- Provides planning and direction for the following departments:
  - Water Resources – Department 62
  - Water Distribution – Department 64
  - Water/Wastewater Engineering – Department 66
  - Water Reclamation – Department 82
  - Wastewater Collection – Department 84



BUDGET SUMMARY - DEPT 61

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 135,159	$ 140,566	$ 148,582	$ 156,154	$ 7,572
Employee Benefits	101,099	108,053	77,748	66,482	(11,266)
Contractual Services	167,502	299,629	314,660	308,489	(6,171)
Commodities	208	-	9,000	2,000	(7,000)
Fixed & Sundry	1,829	1,878	2,000	2,200	200
Miscellaneous	-	-	-	-	-
TOTALS	**$ 405,797**	**$ 550,126**	**$ 551,990**	**$ 535,325**	**$ (16,665)**



DEPT. 61 - DIRECTOR OF WATER/WASTEWATER SYSTEMS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 135,159	$ 140,566	$ 148,582	$ 156,154
	Personnel Services Total	135,159	140,566	148,582	156,154
	EMPLOYEE BENEFITS				
4050	Retirement	60,254	70,560	46,039	33,589
4060	FICA	10,227	10,646	11,367	11,946
4070	Employees' Insurance	23,878	26,641	20,018	20,620
4090	Vacation Pay Expense	1,667	577	-	-
4100	Sick Pay Expense	4,764	(681)	-	-
4110	Net OPEB Expense	267	269	264	264
4600	Workers' Compensation	42	41	60	63
	Employee Benefits Total	101,099	108,053	77,748	66,482
	CONTRACTUAL SERVICES				
2140	Postage	109	-	-	-
2164	Profess. Fees - Consulting/Eng.	130,576	215,509	250,000	221,974
2166	Professional Fees - Other	25,075	72,824	49,000	75,009
2170	Training	3,096	556	3,000	573
2171	Travel	2,662	3,953	6,000	4,072
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	824	753	800	800
2240	Business Relations	-	557	200	574
2260	Memberships - Professional	-	127	500	131
2262	Memberships - Civic	-	190	-	196
	Contractual Services Total	167,502	299,629	314,660	308,489
	COMMODITIES				
3311	Office Supplies	208	-	9,000	2,000
	Commodities Total	208	-	9,000	2,000
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	1,829	1,878	2,000	2,200
	Fixed & Sundry Total	1,829	1,878	2,000	2,200
	Total	$ 405,797	$ 550,126	$ 551,990	$ 535,325

WATER RESOURCES

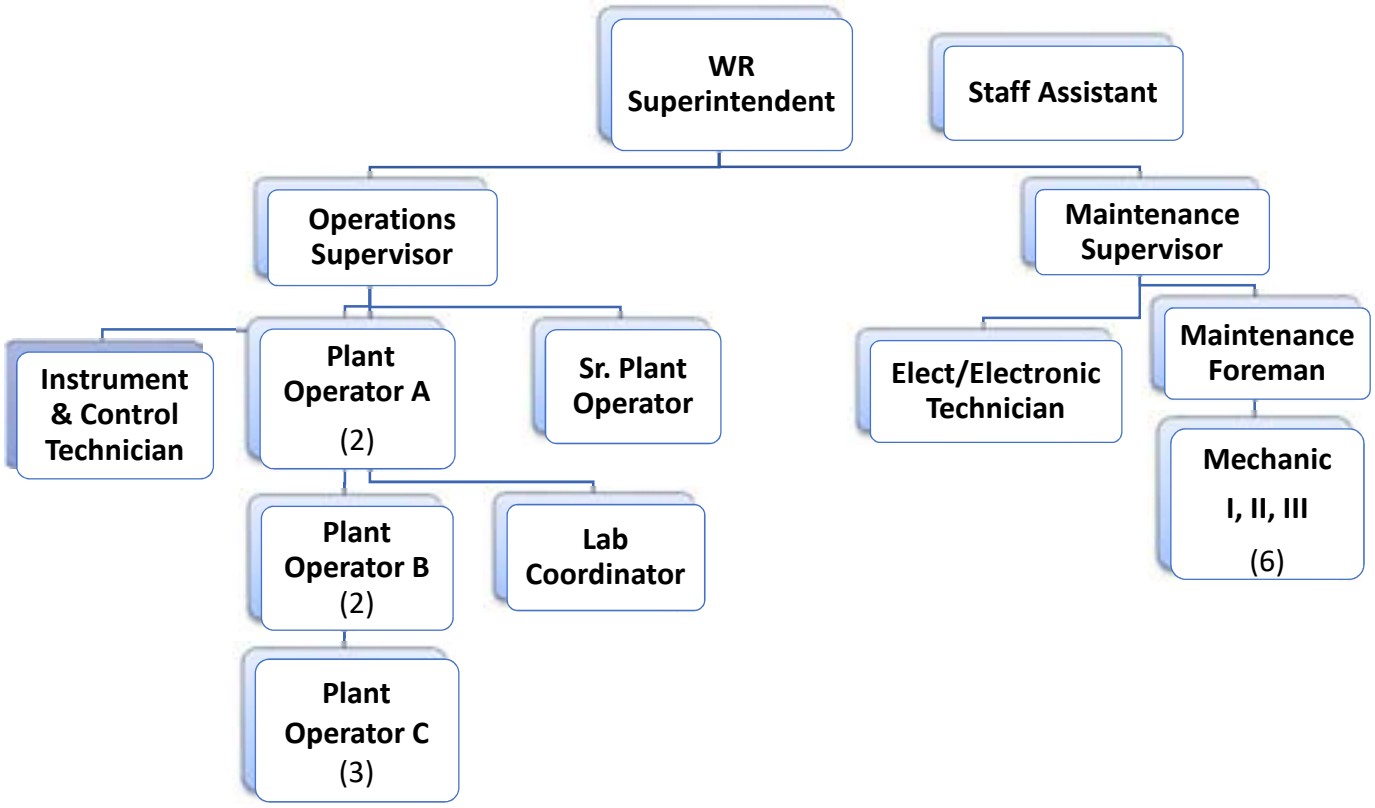
Department Description

The Water Resources Department is responsible for providing clean drinking water to all customers. They ensure that the quality of finished water production from our water treatment plants meets all federal and state drinking water requirements while also maintaining cost-effective operations. They oversee the operation of two water treatment plants; one plant uses lime softening methods to cleanse the water while the other is a reverse osmosis plant. Water Resources operates and maintains FPUA wellfields, raw water transmission mains, storage/repump facilities, and the water distribution system bacteriological monitoring program. The staff ensures that there will be plenty of water to meet the needs of the Fort Pierce Utilities Authority's customers, with respect to continued city growth and development, health, and fire protection.

Departmental Accomplishments

- Completed in-house refurbishment of the Anthracite in the Lime Softening Sand Filters. This will extend the life expectancy of the Sand Filters and increase the quality of the water they produce.
- Completed the Reverse Osmosis Train "B" conversion from pneumatic to electric control valves and updated the existing SCADA instruments that control the process. This will increase the reliability and efficiency of the water treatment process.
- Completed repairs to the Unit 2 Lime Softening Unit, increasing reliability and providing redundancy of processes.
- Received runner up at the Florida American Water Works Association's Best Tasting Water competition.

WATER RESOURCES STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
WR Superintendent	1	1	1	-
Operations Supervisor	1	1	1	-
Maintenance Supervisor	1	1	1	-
Staff Assistant	1	1	1	-
Lab Coordinator	1	1	1	-
Senior Plant Operator	1	1	1	-
Plant Operator A	2	2	2	-
Plant Operator C	5	3	3	-
Plant Operator B	1	2	2	-
Plant Operator Trainee	1	1	1	-
Instrument & Control Technician	1	1	1	-
Elect/Electronic Technician	1	1	1	-
Maintenance Foreman	1	1	1	-
Mechanic I, II, III	7	6	6	-
TOTAL FTE	25	23	23	-

WATER RESOURCES

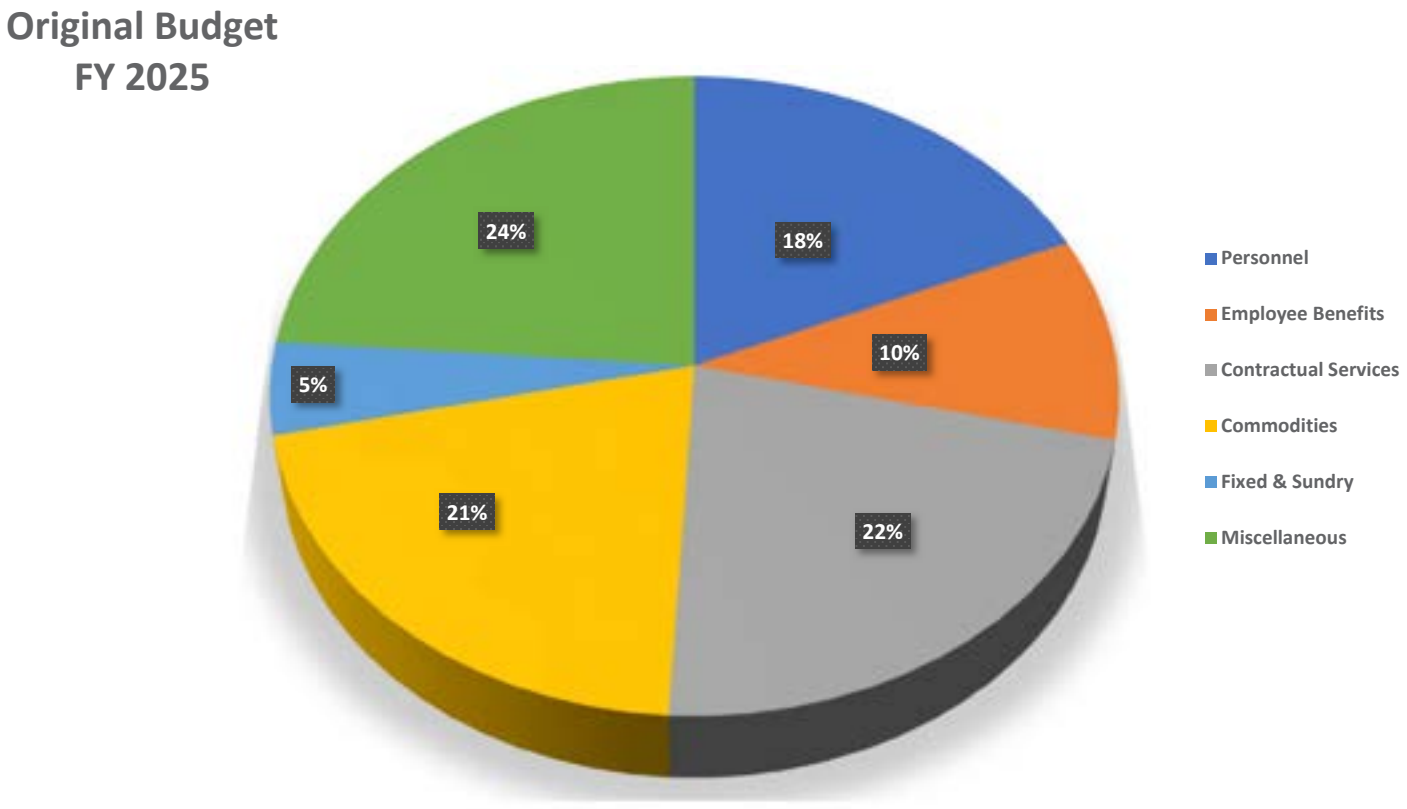
DEPARTMENTAL GOALS AND OBJECTIVES

	**Growth and Rates**	Ensure that the quality of finished water production from the combined flow of the Water Treatment Plant (WTP) meets all Federal and State drinking water requirements while maintaining cost effective operations
		Operations and maintenance of FPUA well fields, the WTP and remote Repump/Storage facilities
		Ensure adequate system pressure and water storage for Fire Protection
		Oversight of the EPA's mandated Bacteriological Monitoring Program for FPUA's water distribution system
	**Workforce**	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	**Monthly samples collected for testing**	60	60	60	60	60	60	60
	Surficial wells maintained	32	31	32	31	32	31	32
	Floridan wells maintained	11	11	11	11	11	11	11
	Days meeting quality standards	365	365	365	365	365	365	365
	% of Surficial wells in service	100%	97%	100%	97%	100%	97%	100%
	% of Floridan wells in service	100%	100%	100%	100%	100%	100%	100%
	**Safety Frequency Rate**	0	0	0	0.25	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

BUDGET SUMMARY - DEPT 62

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,402,227	$ 1,482,977	$ 1,584,642	$ 1,660,314	$ 75,672
Employee Benefits	996,878	1,145,968	1,019,755	926,880	(92,875)
Contractual Services	2,145,436	1,974,334	1,795,780	1,999,882	204,102
Commodities	1,342,062	1,609,673	1,805,750	1,859,750	54,000
Fixed & Sundry	164,364	176,546	394,030	421,733	27,703
Miscellaneous	2,284,332	2,124,762	2,157,000	2,146,010	(10,990)
TOTALS	**$ 8,335,299**	**$ 8,514,259**	**$ 8,756,957**	**$ 9,014,569**	**$ 257,612**



DEPT. 62 - WATER RESOURCES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,291,581	$ 1,374,789	$ 1,469,642	$ 1,540,314
1020	Overtime	110,646	108,188	115,000	120,000
	Personnel Services Total	1,402,227	1,482,977	1,584,642	1,660,314
	EMPLOYEE BENEFITS				
4050	Retirement	523,031	623,516	446,593	333,726
4060	FICA	101,242	108,898	121,225	127,014
4070	Employees' Insurance	352,995	383,417	404,581	416,746
4090	Vacation Pay Expense	(5,954)	10,006	-	-
4100	Sick Pay Expense	(8,941)	(10,917)	-	-
4110	Net OPEB Expense	6,679	6,732	6,592	6,592
4600	Workers' Compensation	27,826	24,316	40,764	42,802
4640	Unemployment Claims	-	-	-	-
	Employee Benefits Total	996,878	1,145,968	1,019,755	926,880
	CONTRACTUAL SERVICES				
2122	Rentals	12,844	17,510	18,000	18,035
2132	Maintenance Of Vehicles	29,307	23,820	30,000	30,000
2133	Maintenance Of Equipment	14,481	73,040	45,000	50,000
2139	Maintenance/Service Contracts	571,228	294,348	345,000	360,000
2140	Postage	279	138	280	280
2151	Printing	3,121	3,580	3,200	3,687
2164	Profess. Fees - Consulting/Eng.	48,078	7,143	15,000	55,000
2165	Temporary Labor	14,062	18,332	20,000	20,000
2166	Professional Fees - Other	4,889	845	5,000	850
2170	Training	12,294	4,545	15,000	15,000
2171	Travel	-	-	-	-
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	40,180	77,478	104,600	133,600
2200	Utilities	1,387,498	1,446,882	1,187,340	1,306,070
2230	Employee Relations	1,195	569	1,200	1,200
2260	Memberships - Professional	420	544	450	450
2262	Memberships - Civic	400	400	550	550
	Contractual Services Total	2,145,436	1,974,334	1,795,780	1,999,882
	COMMODITIES				
3311	Office Supplies	4,499	4,332	6,000	6,000
3313	Subscriptions	726	732	750	750
3316	Operating Supplies	306,900	335,906	350,000	350,000
3320	Chemicals	983,948	1,209,128	1,400,000	1,450,000
3331	Vehicle Supplies	37,904	53,783	40,000	45,000
3340	Small Tools	4,133	5,621	7,000	6,000
3360	Purchases For Resale	3,952	171	2,000	2,000
	Commodities Total	1,342,062	1,609,673	1,805,750	1,859,750
	FIXED & SUNDRY				
4520	Licenses & Permits	5,199	5,512	17,000	7,000
4610	Property & Liab./Ins. & Uninsur.	159,165	171,034	377,030	414,733
	Fixed & Sundry Total	164,364	176,546	394,030	421,733
	MISCELLANEOUS				
9030	Depreciation Expense	2,284,332	2,124,762	2,157,000	2,146,010
	Miscellaneous Total	2,284,332	2,124,762	2,157,000	2,146,010
	Total	$ 8,335,299	$ 8,514,259	$ 8,756,957	$ 9,014,569

WATER DISTRIBUTION

Department Description

Water Distribution is responsible for delivering water from the water plant to all FPUA water customers for reliable, high-quality water for drinking, irrigation, and fire protection. They are also responsible for the maintenance of the systems used in the delivery. This includes all water mains, valves, and hydrants. A continual process of upgrading and maintenance is applied to all components of the distribution system. Some upgrading and maintenance to the distribution system requires the assistance of an Underground Utility Contractor. This department is also responsible for locating all of FPUA's underground utilities (water, sewer, gas, electric, fiber optic cable and traffic control loops for the City of Fort Pierce) for all of the general public, businesses, and government agencies.

The Meter Shop is responsible for the meters and backflow devices that connect the customer's service line to the FPUA water distribution system. Testing of these devices is necessary to protect revenue, and the water supply.

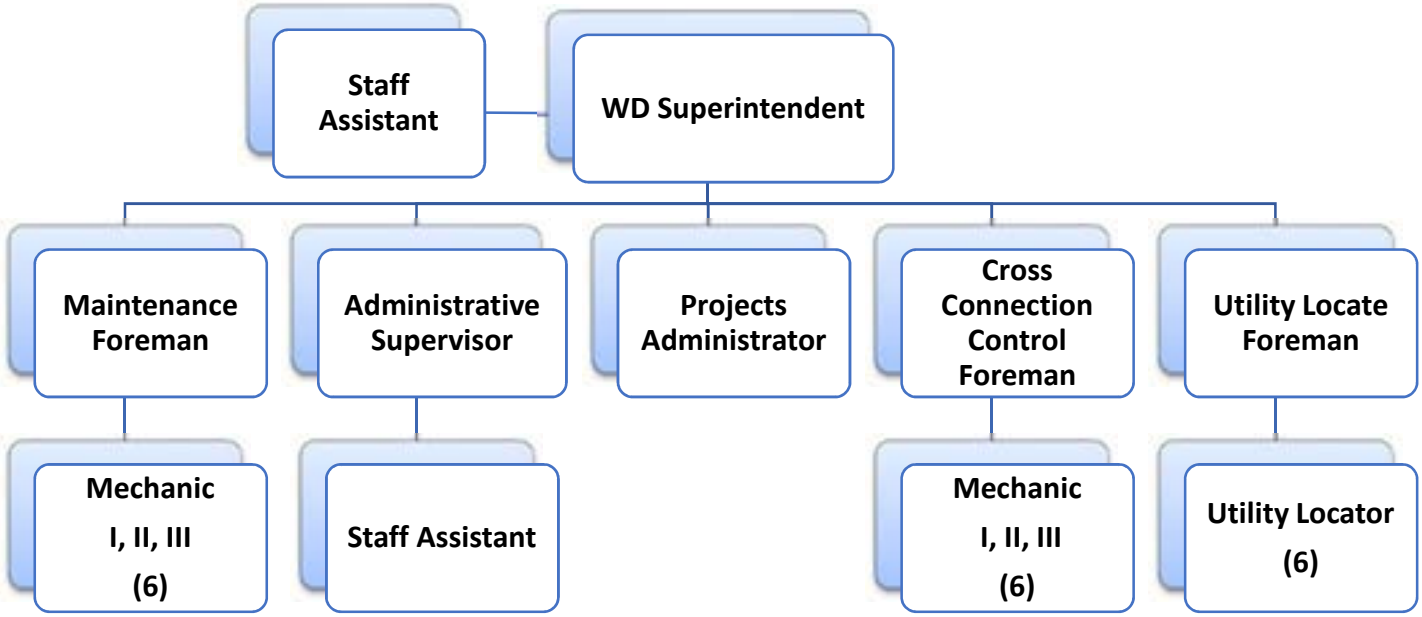
The Locators are responsible for identifying the location of underground utilities for customers and contractors before digging. The locators mark the position of water lines, wastewater lines, gas lines, and any underground electric lines. They also locate the traffic loop wires for the City of Fort Pierce.

Administration is responsible for dispatching and a variety of other services to the operation divisions. These services include payroll, purchasing, reports, data input, and other technical assistance as requested by operations.

Departmental Accomplishments

- Trained all employees for their DEP Level 3, Level 2, or Level 1 water certification/re-certification.
- Installation and Troubleshooting - Advance Meter Infrastructure (AMI).
- Trained on Manual Read Digital Read Testers (Testing Equipment for Backflow and Meter Testing).

WATER DISTRIBUTION STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
WD Superintendent	1	1	1	-
Administrative Supervisor	1	1	1	-
Projects Administrator	1	1	1	-
Cross Connection Control Foreman	1	1	1	-
Maintenance Foreman	1	1	1	-
Utility Locate Foreman	1	1	1	-
Utility Locator	6	6	6	-
Mechanic I, II, III	14	12	12	-
TOTAL FTE	28	26	26	-

WATER DISTRIBUTION

DEPARTMENTAL GOALS AND OBJECTIVES

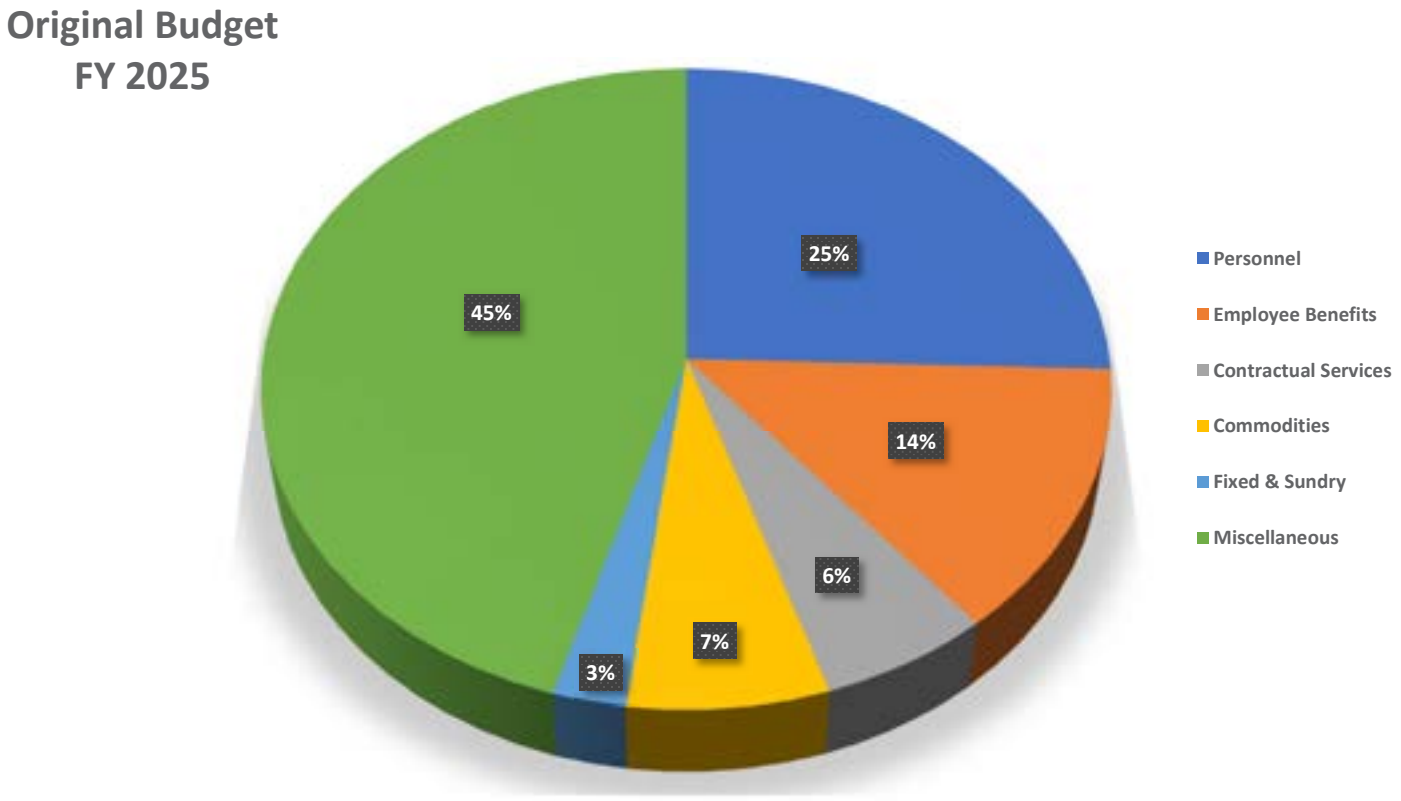
	**Growth and Rates**	Maintains the functioning of the water distribution system from its source to the point of usage by performing monthly inspections and maintenance.
		Accurately locate all of FPUA's underground utilities and the City of Fort Pierce Traffic Control Loop System. All Locators must receive Operator Qualification's (OQ's) for gas service line locates.
		Install, maintain, test, repair or replace water meters for residential and commercial applications, as well as cross-connection devices. All backflows are tested annually.
		Meter system is being updated with an Advanced Metering Infrastructure System (AMI meters) that enables two-way communication between meter endpoints and utilities. One-fourth of the water meters have been updated.
	**Workforce**	Established a Drone Aircraft Program with two Certified Drone Technicians.
		Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	% of backflow prevention devices tested	100%	100%	100%	100%	100%	100%	100%
	% of distribution control valves inspected	10%	3%	10%	3%	10%	3%	10%
	% of hydrants inspected	50%	50%	50%	50%	50%	50%	50%
	% of meters changed out 20 years or older	10%	10%	10%	10%	10%	10%	10%
	Avg. # of monthly service calls	500	794	500	656	500	600	500
	Avg. # of services billed	21,500	21,857	22,500	22,334	22,624	23,000	23,500
	% of water loss	<5.0%	5.5%	<5.0%	4.9%	<5.0%	5.0%	<5.0%
	# of water quality trouble calls	<50	93	<50	72	<50	50	<50
	Percentage of meters converted to AMI [1]	-	10%	49%	20%	50%	30%	50%
	Safety Frequency Rate	0	0	0	0.25	0	3.27	0
	Safety DART Rate	0	0	0	0	0	3.27	0

[1] New Performance Measure, AMI installation pilot program began in FY 2020

BUDGET SUMMARY - DEPT 64

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,288,142	$ 1,310,009	$ 1,537,460	$ 1,560,650	$ 23,190
Employee Benefits	1,017,005	1,028,479	943,729	828,510	(115,219)
Contractual Services	388,793	204,331	376,105	367,001	(9,104)
Commodities	421,028	397,633	374,508	431,640	57,132
Fixed & Sundry	27,183	169,472	64,910	156,308	91,398
Miscellaneous	2,778,053	2,748,735	2,830,000	2,776,223	(53,777)
TOTALS	**$ 5,920,204**	**$ 5,858,661**	**$ 6,126,712**	**$ 6,120,332**	**$ (6,380)**



DEPT. 64 - WATER DISTRIBUTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,178,998	$ 1,171,796	$ 1,237,460	$ 1,410,650
1020	Overtime	109,144	138,213	300,000	150,000
	Personnel Services Total	1,288,142	1,310,009	1,537,460	1,560,650
	EMPLOYEE BENEFITS				
4050	Retirement	536,255	559,386	423,510	293,893
4060	FICA	100,432	101,505	117,616	119,390
4070	Employees' Insurance	340,729	368,372	358,037	368,802
4090	Vacation Pay Expense	(3,546)	(10,235)	-	-
4100	Sick Pay Expense	7,625	(18,605)	-	-
4110	Net OPEB Expense	7,481	7,540	7,384	7,384
4600	Workers' Compensation	28,029	20,516	37,182	39,041
4640	Unemployment Claims	-	-	-	-
	Employee Benefits Total	1,017,005	1,028,479	943,729	828,510
	CONTRACTUAL SERVICES				
2122	Rentals	559	883	1,235	2,000
2131	Maintenance of Structures	185	-	-	-
2132	Maintenance Of Vehicles	20,960	22,043	25,750	22,704
2133	Maintenance Of Equipment	24,210	8,988	10,500	9,258
2139	Maintenance/Service Contracts	239,881	99,431	250,000	250,000
2140	Postage	8	-	50	-
2151	Printing	103	23	1,807	24
2164	Professional Fees	38,462	-	-	-
2166	Professional Fees - Other	2,589	3,872	4,200	3,988
2170	Training	4,691	7,870	16,480	9,500
2171	Travel	-	-	267	-
2190	Communications	29,388	30,555	31,300	32,900
2200	Utilities	26,485	29,853	29,360	32,290
2230	Employee Relations	713	813	1,100	837
2250	Community Relations	-	-	3,500	3,500
2260	Memberships - Professional	559	-	556	-
	Contractual Services Total	388,793	204,331	376,105	367,001
	COMMODITIES				
3311	Office Supplies	3,476	3,151	6,798	3,700
3316	Operating Supplies	314,008	308,680	223,510	317,940
3331	Vehicle Supplies	93,131	79,737	108,150	85,000
3340	Small Tools	10,413	6,067	36,050	25,000
	Commodities Total	421,028	397,633	374,508	431,640
	FIXED & SUNDRY				
4520	Licenses & Permits	5,154	5,211	6,500	6,500
4610	Property & Liab./Ins. & Uninsur.	21,424	81,196	58,410	64,251
4666	Inventory Adjustments	605	83,066	-	85,557
	Fixed & Sundry Total	27,183	169,472	64,910	156,308
	MISCELLANEOUS				
9030	Depreciation Expense	2,778,053	2,748,735	2,830,000	2,776,223
	Miscellaneous Total	2,778,053	2,748,735	2,830,000	2,776,223
	Total	$ 5,920,204	$ 5,858,661	$ 6,126,712	$ 6,120,332

WATER/WASTEWATER ENGINEERING

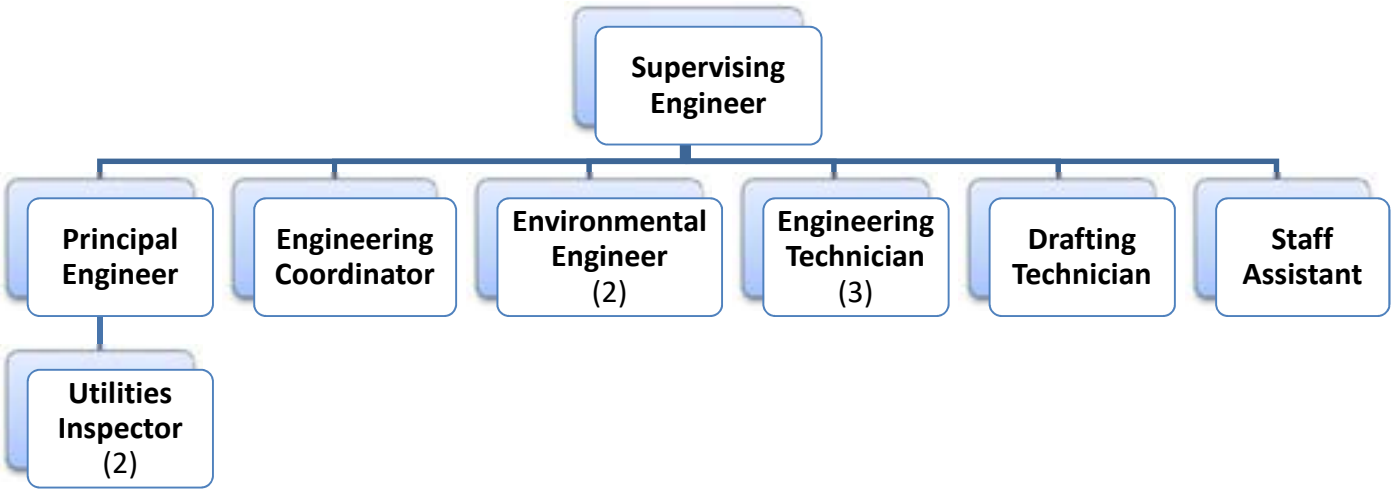
Department Description

The Water/Wastewater Engineering Department is responsible for engineering, design, permitting, inspection, and construction management associated with expansions, repairs, and upgrades of the Water Reclamation Facility, Water Treatment Plant, Water Distribution System, and Wastewater Collection System. The department is also tasked with planning for future growth and changes to our systems as technology and/or laws and regulations change. The department plans for the growth of the various systems and schedules needed repair and replacement projects. The department also coordinates system needs with consultants, other government and utility agencies to ensure proper project scope, timing, and funding. The department provides engineering support and technical advice to the water resources, water distribution, and wastewater collection departments. Administration of water/wastewater construction contracts and continuing service contracts also fall within the department responsibilities. Finally, the department works with consultants on major construction projects that affect water and wastewater systems. They manage and inspect construction projects and develop standards for materials and designs.

Departmental Accomplishments

- Building the City/Building the Utility – Constructed the San Lucie Area, Kerr/Rolyat Street, Green Acres, and Fleetwood Acres projects.
- Completed construction on the DiGiorgio Road Sanitary Sewer Project which was funded by the Department of Economic Opportunity Florida Job Growth Infrastructure Grant. This project will enable the installation of industrial sewer connections at DiGiorgio Road and Enterprise Road. Orchid Island Juice Company has already connected to the sewer.
- 80% completed on the replacement of a 6-inch Cast Iron water main and clay gravity sewer main along Ohio Avenue from US Highway 1 to S 10th Street.
- Completed construction on the Orange Avenue water main replacement project between 25th Street and 32nd Street.
- The first phase of the Wastewater Conveyance System Redirection has been completed which included data collection, hydraulic modeling, and a preliminary design report to identify the capital improvements that are required to meet the near-term and long-term objectives of starting up the new Mainland Water Reclamation Facility (MWRF) and decommissioning the existing Island Water Reclamation Facility (IWRF). The next step will be designing Phase 1A for which the design contract with TLC Diversified/ Kimley Horn and Associates was executed on 5/7/2024.

WATER/WASTEWATER ENGINEERING STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Supervising Engineer	1	1	1	-
Principle Engineer	-	1	1	-
Engineering Coordinator	1	1	1	-
Drafting Technician	1	1	1	-
Engineering Technician	2	3	3	-
Environmental Engineer	1	2	2	-
Engineer Trainee	1	-	-	-
Utilities Inspector	3	2	2	-
Staff Assistant	2	1	1	-
TOTAL FTE	12	12	12	-

WATER/WASTEWATER ENGINEERING

DEPARTMENTAL GOALS AND OBJECTIVES

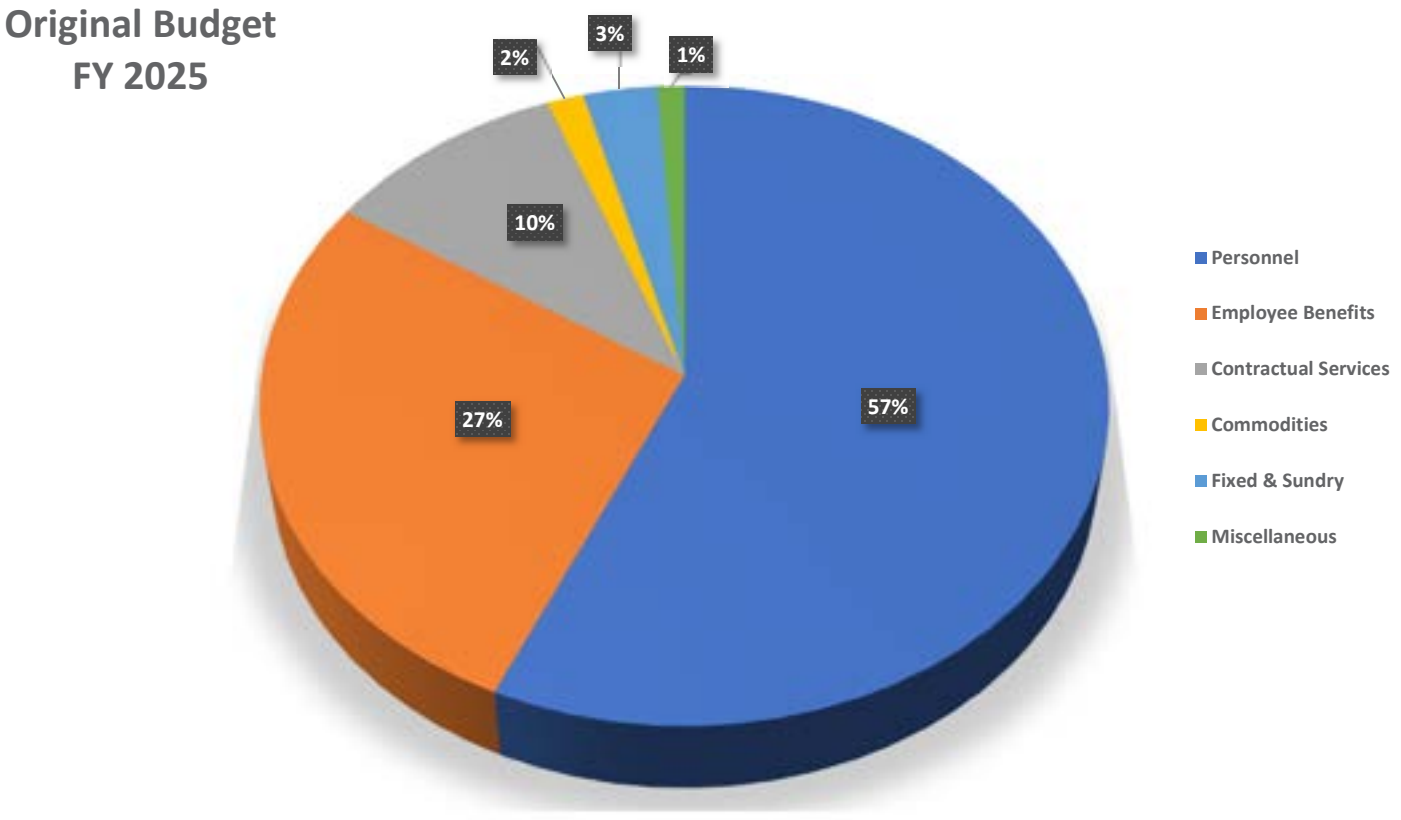
	**Growth and Rates**	Responsible for planning, engineering, permitting, and construction management associated with expansions, repairs, and upgrades of the Water Reclamation Facility, Water Treatment Plant, Water Distribution System, and Wastewater Collection System
		Work with customers and developers to encourage viable growth, both commercial and residential, within the FPUA service area
		Coordinate work with other government and utility agencies to ensure cost-effective designs and construction
		Ensure water supply/treatment capacities and wastewater collection/treatment capacities are adequate to support future growth
		Provide engineering support to other water and wastewater departments
		Prepare a strategic plan to forecast future growth and/or changes to systems as technology, laws, and regulations are modified

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Designs completed	20	18	20	13	18	20	18
	Site plans/permits reviewed	225	660	200	771	250	700	260
	Projects managed	90	123	90	105	90	95	90
	**Water main replaced (ft)**	10,000	1,043	10,000	5,631	6,000	2,500	4,000
	Sewer VCP Main replaced (ft)	800	500	800	1767	700	600	600
	% of infrastructure verified	82.90%	90.82	90.80%	96.08	96.09%	96.09%	96.10%
	Systematic Wastewater Conveyance System Redirection [1]	-	-	-	~5%	10%	10%	25%

[1] New Performance Measure

BUDGET SUMMARY - DEPT 66

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 721,772	$ 629,261	$ 732,855	$ 878,221	$ 145,366
Employee Benefits	461,294	521,927	443,672	424,100	(19,572)
Contractual Services	166,959	58,127	182,155	157,060	(25,095)
Commodities	8,911	12,755	18,100	23,500	5,400
Fixed & Sundry	21,018	25,702	42,480	48,128	5,648
Miscellaneous	18,308	17,136	18,000	17,308	(692)
TOTALS	**$ 1,398,262**	**$ 1,264,907**	**$ 1,437,262**	**$ 1,548,317**	**$ 111,055**



DEPT. 66 - WATER/WASTEWATER ENGINEERING

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 721,512	$ 629,261	$ 726,855	$ 868,221
1020	Overtime	260	-	6,000	10,000
	Personnel Services Total	721,772	629,261	732,855	878,221
	EMPLOYEE BENEFITS				
4050	Retirement	258,834	267,928	212,229	176,078
4060	FICA	54,324	47,595	56,063	67,184
4070	Employees' Insurance	168,880	150,107	158,155	162,910
4090	Vacation Pay Expense	(14,053)	7,170	-	-
4100	Sick Pay Expense	(20,616)	36,649	-	-
4110	Net OPEB Expense	3,206	3,231	3,164	3,164
4600	Workers' Compensation	10,719	9,247	14,061	14,764
	Employee Benefits Total	461,294	521,927	443,672	424,100
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	1,105	-	1,600	1,600
2133	Maintenance of Equipment	13	-	1,000	1,000
2139	Maintenance/Service Contracts	109,903	32	1,500	2,000
2140	Postage	47	-	25	50
2151	Printing	23	406	560	600
2164	Profess. Fees - Consulting/Eng.	-	4,950	125,000	90,000
2166	Professional Fees - Other	1,611	880	2,000	2,000
2170	Training	3,740	1,471	2,000	5,000
2171	Travel	-	-	2,000	4,000
2172	Car Allowance	16,268	15,480	15,480	15,480
2190	Communications	5,045	4,682	3,500	3,700
2200	Utilities	28,689	29,345	26,390	29,030
2230	Employee Relations	515	545	500	600
2260	Memberships - Professional	-	335	600	2,000
	Contractual Services Total	166,959	58,127	182,155	157,060
	COMMODITIES				
3311	Office Supplies	2,208	2,635	7,000	10,000
3316	Operating Supplies	1,332	4,912	4,000	5,000
3331	Vehicle Supplies	5,371	5,208	7,000	8,000
3340	Small Tools	-	-	100	500
	Commodities Total	8,911	12,755	18,100	23,500
	FIXED & SUNDRY				
4520	Licenses & Permits	-	2,014	1,000	2,500
4610	Property & Liab./Ins. & Uninsur.	21,018	23,688	41,480	45,628
	Fixed & Sundry Total	21,018	25,702	42,480	48,128
	MISCELLANEOUS				
9030	Depreciation Expense	18,308	17,136	18,000	17,308
	Miscellaneous Total	18,308	17,136	18,000	17,308
	Total	$ 1,398,262	$ 1,264,907	$ 1,437,262	$ 1,548,317

WATER RECLAMATION

Department Description

Water Reclamation is responsible for the proper treatment and disposal of our domestic and industrial customer's wastewater, enforcement of the Industrial Pretreatment Program, and efficient operation of the Water Reclamation Facilities (IWRF/MWRF). This must be accomplished while meeting stringent State and Federal regulations.

The FPUA Water Reclamation Facility is FDEP permitted for a 10 million gallons a day (MGD) capacity. The facility treats the service area's wastewater and discharges the treated effluent into a 3,000 feet deep injection disposal well. Wastewater flows entering the facility come from residential (homes), commercial (restaurants and other businesses), and industry (manufacturing, juicing, car washes, etc.). Flow is routed to the facility via 121 lift stations which convey the wastewater using a series of gravity and force main sewer lines. Raw wastewater coming into the IWRF goes through preliminary treatment, secondary biological treatment, clarification, and disinfection before disposal.

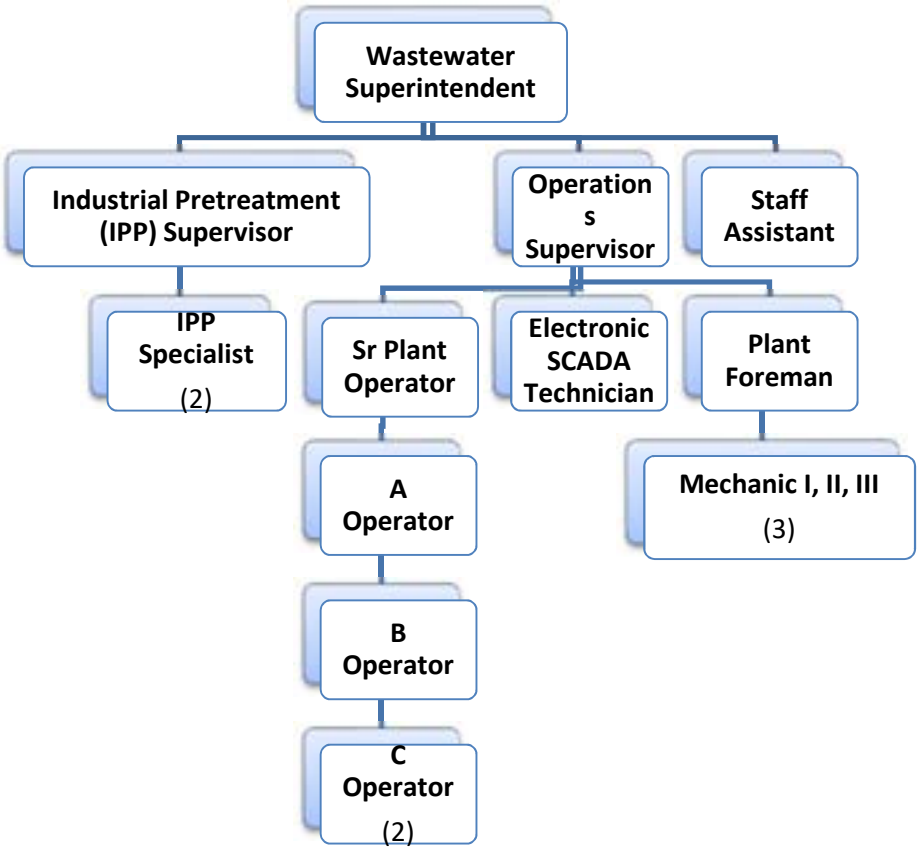
Operates the Fats, Oils and Grease Control Program. This applies to grease haulers who perform pump out or cleaning services on grease interceptors, grease traps, lint traps, oil/water separators or sand separators.

Relocating the IWRF is a critical project for the growth of FPUA. The MWRF construction project will deliver to our customers and community a future that is free from the eyesore and environmental risk of the IWRF polluting or harming the ecology of our precious Indian River Lagoon. The new MWRF and associated conveyance reversal projects will allow Water Reclamation and FPUA to take advantage of new state-of-the-art treatment and effluent disposal solutions to produce a higher quality effluent and provide beneficial reuse water. Our future reuse system and distribution infrastructure will sustainably improve the Treasure Coast Energy Center's cooling process, as well as unlock new potential revenue streams from commercial and residential developments.

Departmental Accomplishments

- Continued educational programs to inform commercial customers of new regulations.
- Performed scheduled preventative maintenance working towards an 80% scheduled maintenance vs. 20% emergency repair ratio.
- Worked with design and engineering partners to start new MWRF construction project that will replace the legacy IWRF and protect Ft. Pierce's local waterways.
- Managed the early phases of actual MWRF construction and including the civil sitework, stormwater system, and first phases of vertical concrete work on various structures.

WATER RECLAMATION STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Wastewater Superintendent	1	1	1	-
Industrial Pretreatment (IPP) Supervisor	1	1	1	-
IPP Specialist	2	2	2	-
Operations Supervisor	1	1	1	-
Electronic SCADA Technician	1	1	1	-
Sr Plant Operator	1	1	1	-
A Operator	1	1	1	-
B Operator	1	1	1	-
C Operator	2	2	2	-
Plant Foreman	1	1	1	-
Mechanic I, II, III	3	3	3	-
Staff Assistant	1	1	1	-
TOTAL FTE	16	16	16	-

WATER RECLAMATION

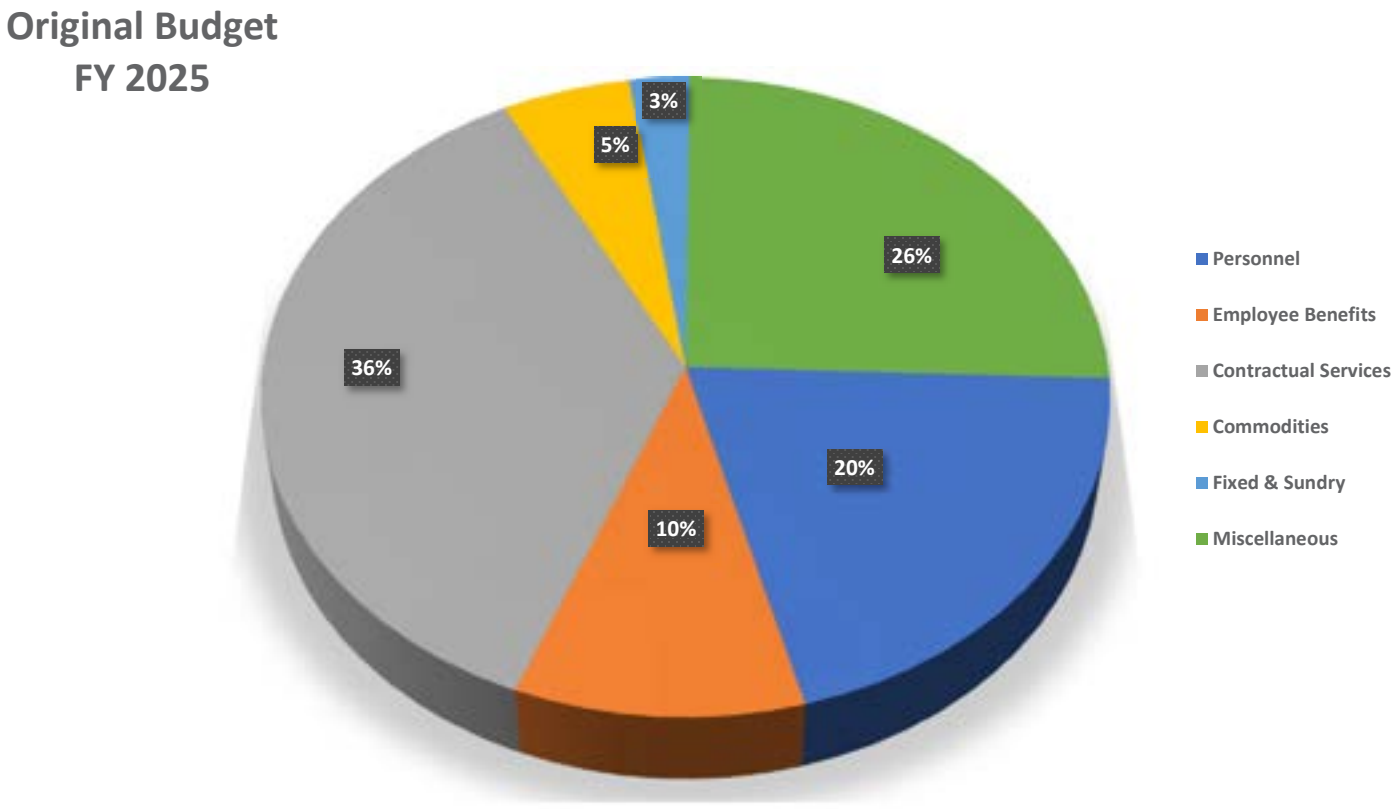
DEPARTMENTAL GOALS AND OBJECTIVES

	**Growth and Rates**	Operate, maintain, and ensure proper treatment at the Island Water Reclamation Facility and Domestic Deep Injection Well
		Manage the build team to ensure the Mainland Water Reclamation Facility construction project is completed on-time and on-budget.
		Meet and/or exceed permit-required water quality and biosolids disposal standards.
		Manage Industrial Pretreatment and FOG (fats, oils, grease) programs meeting all regulatory requirements
		Ensure the timely construction of the new MWRF (60%) and wind down operations at the IWRF
	**Community Relations**	Host more tours and community outreach with decision-makers, local students, and other stakeholders - educating them on the importance of wastewater treatment and the primary drivers of the relocation project.
		Provide friendly and reliable service not only through direct contact with our commercial and residential customers, but also by understanding our mission to continuously enhance the quality of life for everyone in our community.
	**Workforce**	Provide the appropriate tools, education, and specific training to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Samples collected	2,400	2355	2,500	2,625	2,500	2500	2500
	Plant valve maintenance (monthly)	12	12	12	12	12	12	12
	Actual Wastewater Treated (MGPD)	10	5.57	10	5.56	10	6.0	6
	MWRF Construction Progress	5%	5%	10%	10%	50%	60%	100%
	% of grease traps inspected bi-annually	100%	100%	100%	100%	100%	100%	100%
	Permitted Industrial Users	10	9	10	11	12	13	13
	Visitors/Students on-site for tours and education	40	40	50	50	75	100	100
	% of employees with state required certification	100%	100%	100%	100%	100%	100%	100%
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

BUDGET SUMMARY - DEPT 82

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 737,593	$ 814,575	$ 942,144	$ 1,027,302	$ 85,158
Employee Benefits	591,718	691,771	562,049	511,927	(50,122)
Contractual Services	1,551,570	1,623,572	1,580,120	1,838,343	258,223
Commodities	240,859	232,569	278,000	271,365	(6,635)
Fixed & Sundry	70,220	59,728	113,150	125,857	12,707
Miscellaneous	1,287,573	1,272,258	1,312,000	1,284,980	(27,020)
TOTALS	**$ 4,479,533**	**$ 4,694,473**	**$ 4,787,463**	**$ 5,059,774**	**$ 272,311**



DEPT. 82 - WATER RECLAMATION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 716,419	$ 797,161	$ 912,144	$ 997,302
1020	Overtime	21,174	17,413	30,000	30,000
	Personnel Services Total	737,593	814,575	942,144	1,027,302
	EMPLOYEE BENEFITS				
4050	Retirement	312,682	388,783	258,693	194,894
4060	FICA	60,841	66,911	72,074	78,589
4070	Employees' Insurance	184,463	205,606	210,261	216,583
4090	Vacation Pay Expense	5,612	4,769	-	-
4100	Sick Pay Expense	12,543	10,693	-	-
4110	Net OPEB Expense	4,275	4,309	4,219	4,219
4600	Workers' Compensation	11,302	10,700	16,802	17,642
	Employee Benefits Total	591,718	691,771	562,049	511,927
	CONTRACTUAL SERVICES				
2110	Advertising	-	368	-	379
2122	Rentals	25,529	10,473	15,000	10,788
2132	Maintenance Of Vehicles	1,475	7,222	14,000	7,439
2133	Maintenance Of Equipment	30,204	16,639	26,460	90,000
2139	Maintenance/Service Contracts	731,993	745,427	730,000	800,000
2140	Postage	-	51	100	52
2151	Printing	392	-	100	-
2164	Profess. Fees - Consulting/Eng.	88,410	30,972	-	-
2166	Professional Fees - Other	172	-	-	-
2170	Training	5,918	7,300	5,000	7,519
2171	Travel	260	1,104	1,200	1,137
2172	Car Allowance	5,880	5,880	5,880	5,880
2190	Communications	28,093	53,087	118,900	185,600
2200	Utilities	632,076	744,146	662,380	728,620
2230	Employee Relations	940	703	800	724
2260	Memberships - Professional	228	199	300	205
	Contractual Services Total	1,551,570	1,623,572	1,580,120	1,838,343
	COMMODITIES				
3311	Office Supplies	3,043	3,422	3,500	3,525
3316	Operating Supplies	86,776	69,243	75,000	71,320
3320	Chemicals	131,455	141,931	178,000	178,000
3331	Vehicle Supplies	19,121	17,107	20,000	17,620
3340	Small Tools	464	866	1,500	900
	Commodities Total	240,859	232,569	278,000	271,365
	FIXED & SUNDRY				
4520	Licenses & Permits	15,993	1,351	-	1,392
4610	Property & Liab./Ins. & Uninsur.	54,227	58,377	113,150	124,465
	Fixed & Sundry Total	70,220	59,728	113,150	125,857
	MISCELLANEOUS				
9030	Depreciation Expense	1,287,573	1,272,258	1,312,000	1,284,980
	Miscellaneous Total	1,287,573	1,272,258	1,312,000	1,284,980
	Total	$ 4,479,533	$ 4,694,473	$ 4,787,463	$ 5,059,774

WASTEWATER COLLECTION

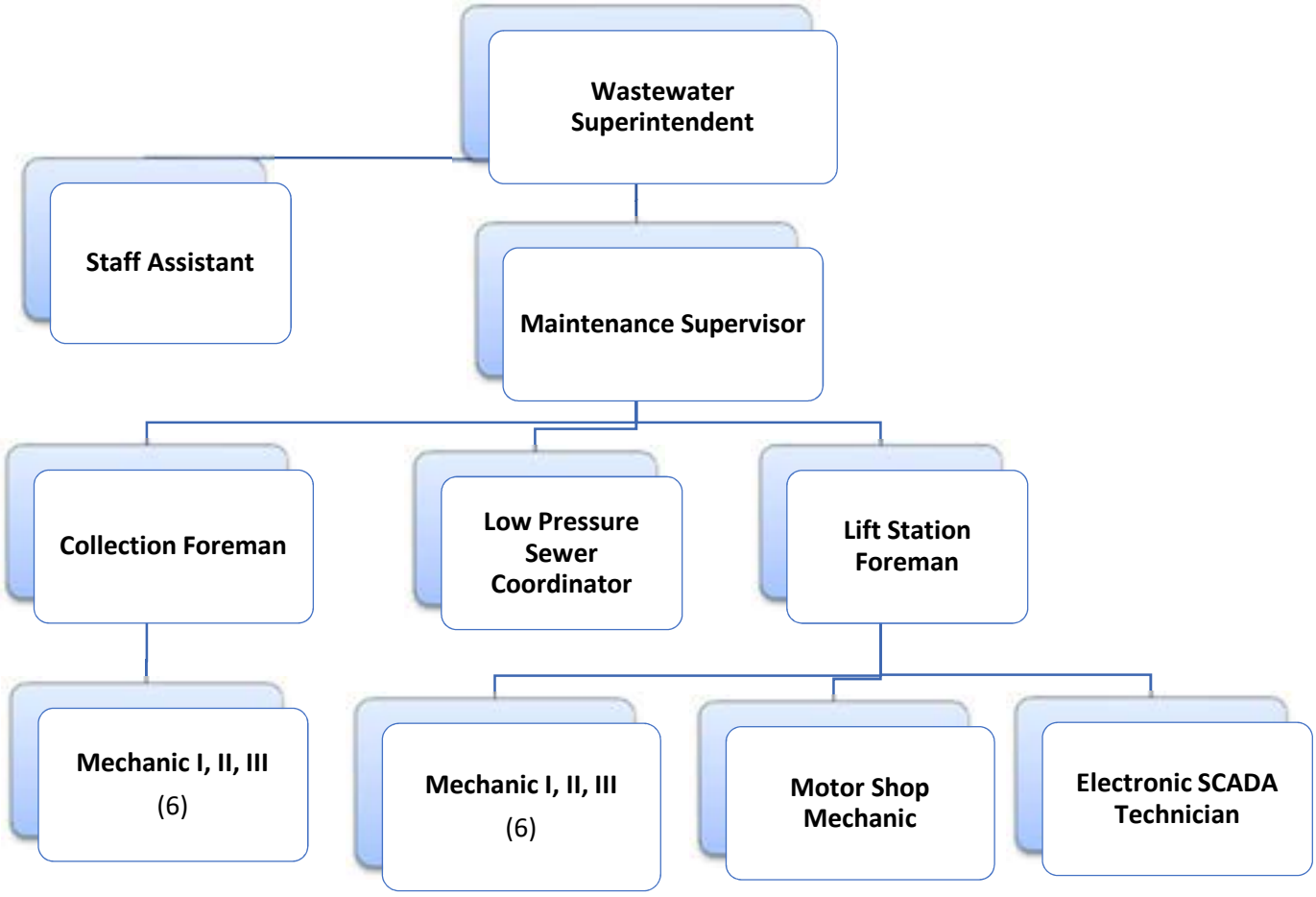
Department Description

Fort Pierce Utilities Authority (FPUA) Wastewater Collection (WWC) is responsible for the operation and maintenance of the Wastewater Collection system serving the City of Fort Pierce and sections of unincorporated St. Lucie County. WWC Department preserves the integrity of the collection system through planned and executed preventive maintenance programs: includes repairing and/or replacing deteriorated and damaged gravity lines and laterals. A continual lift station preventative maintenance program is practiced ensuring the lift station components are operating efficiently. Each lift station collects wastewater from the gravity collection system which collects in a storage tank until it is pumped through pipes called force mains to the treatment facility. WWC Provides customers with reliable, high-quality service through a systematic application of an inspection and preventive maintenance programs designed to prevent problems from occurring while extending the life of the system.

Departmental Accomplishments

- Completed rehabilitation of one lift stations utilizing FPUA crews
- Continued cross training of employees between wastewater collection and lift station
- Continued our program to provide Low Pressure Sewer Systems (LPSS) where conventional gravity sewer is cost prohibited. Installing 34 LLPS in 2023 and 42 in 2024
- Continued a financing program for CIA of construction for of the Low-Pressure Sewer Service
- Completed 3.7 million-dollar FDEP Grant Sewer Main Lining Project

WASTEWATER COLLECTION STAFFING



Classification	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change from 9/30/2024 to 9/30/2025
Maintenance Supervisor	1	1	1	-
Collection Foreman	1	1	1	-
Lift Station Foreman	1	1	1	-
Electronic SCADA Technician	1	1	1	-
Motor shop Mechanic	1	1	1	-
Mechanic I, II, III	14	12	12	-
Low Pressure Sewer Coordinator [1]	-	-	1	1
Staff Assistant	1	1	1	-
TOTAL FTE	20	18	19	1

[1] New Position

WASTEWATER COLLECTION

DEPARTMENTAL GOALS AND OBJECTIVES

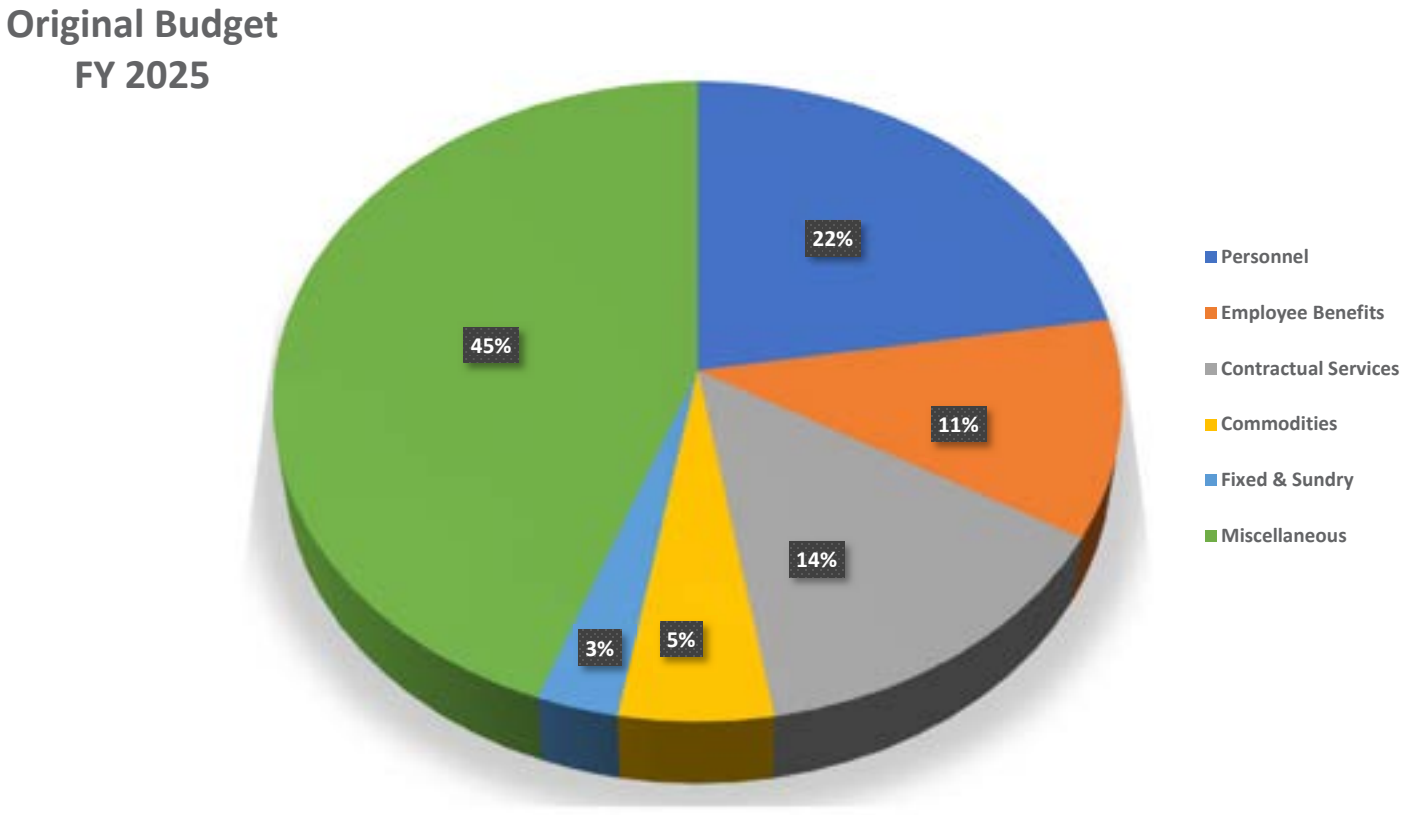
	**Growth and Rates**	Preserve the integrity of the collection system through planned and executed preventative maintenance programs.
		Operate and perform preventative maintenance on lift stations to ensure they are performing efficiently
		Provide customers with reliable, high-quality service through a systematic application of an inspection and preventive maintenance programs.
		Ensure good working relationships with regulatory agencies and City of Fort Pierce departments
		Rehabilitate failing sewer mains that are allowing groundwater to enter our system. Currently using the lining process which is funded through annual budgeting and grants.
		Raise awareness of conversion program from septic to the Low- Pressure Sewer systems; resulting in an increase in customers
	**Workforce**	Provide the appropriate tools, education, and specific training to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2022		FY 2023		FY 2024		FY 2025
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Lift stations	121	121	121	121	122	122	123
	Lift station preventative maintenance performed	350	342	350	340	350	345	350
	Avg. preventative maintenance performed annually on each lift station	3.0	2.8	3.0	2.8	3.0	2.8	350
	**Lift station rehabilitations (in-house)**	2	2	2	1	1	1	1
	Manholes serviced	50	42	50	38	50	4	50
	% of manholes inspected annually	50%	40%	50%	20%	50%	25%	50%
	Miles of force main lines	103	103	103	104	103	105	106
	Footage of sewer mains lined/rehabilitated*	30,000	33,400	40,000	58,000	50,000	40,000	50,000
	Installation of Low Pressure Sewer System*	20	11	50	34	50	42	50
	**Safety Frequency Rate**	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

*New Performance Measure

BUDGET SUMMARY - DEPT 84

Description	Actual FY 2022	Actual FY 2023	Amended Budget FY 2024	Original Budget FY 2025	Change From 9/30/2024 to 9/30/2025
Personnel	$ 1,084,912	$ 1,059,712	$ 1,200,440	$ 1,388,260	$ 187,820
Employee Benefits	712,310	745,924	727,624	682,611	(45,013)
Contractual Services	687,300	799,814	818,010	867,346	49,336
Commodities	319,863	348,171	338,430	333,455	(4,975)
Fixed & Sundry	94,933	114,157	156,240	176,957	20,717
Miscellaneous	2,668,893	2,726,168	2,968,000	2,753,429	(214,571)
TOTALS	**$ 5,568,211**	**$ 5,793,946**	**$ 6,208,744**	**$ 6,202,058**	**$ (6,686)**



DEPT. 84 - WASTEWATER COLLECTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 984,058	$ 944,552	$ 1,050,440	$ 1,248,260
1020	Overtime	100,854	115,160	150,000	140,000
	Personnel Services Total	1,084,912	1,059,712	1,200,440	1,388,260
	EMPLOYEE BENEFITS				
4050	Retirement	397,162	391,730	355,186	283,927
4060	FICA	70,305	67,748	91,834	106,202
4070	Employees' Insurance	235,038	246,171	254,062	261,701
4090	Vacation Pay Expense	(15,160)	1,034	-	-
4100	Sick Pay Expense	5,331	16,133	-	-
4110	Net OPEB Expense	5,343	5,386	5,274	5,274
4600	Workers' Compensation	14,291	14,698	21,268	22,331
4640	Unemployment Claims	-	3,025	-	3,176
	Employee Benefits Total	712,310	745,924	727,624	682,611
	CONTRACTUAL SERVICES				
2110	Advertising	836	407	250	250
2122	Rentals	23,357	23,521	39,000	24,226
2132	Maintenance Of Vehicles	20,851	34,819	42,000	42,000
2133	Maintenance Of Equipment	45,366	46,781	60,000	48,185
2139	Maintenance/Service Contracts	270,797	329,916	300,000	339,813
2151	Printing	83	23	100	24
2166	Professional Fees - Other	1,909	2,134	1,800	2,198
2170	Training	975	-	3,500	3,500
2172	Car Allowance	5,880	6,430	5,880	5,880
2190	Communications	10,348	10,752	11,900	12,500
2200	Utilities	306,898	344,342	352,780	388,060
2230	Employee Relations	-	689	800	710
	Contractual Services Total	687,300	799,814	818,010	867,346
	COMMODITIES				
3311	Office Supplies	2,530	1,925	2,800	1,982
3316	Operating Supplies	196,780	203,641	209,750	209,750
3320	Chemicals	17,987	10,492	25,000	25,000
3331	Vehicle Supplies	95,994	125,585	95,000	90,000
3340	Small Tools	6,572	6,528	5,880	6,723
	Commodities Total	319,863	348,171	338,430	333,455
	FIXED & SUNDRY				
4520	Licenses & Permits	7,953	12,011	7,900	12,372
4610	Property & Liab./Ins. & Uninsur.	86,980	100,777	148,340	163,174
4666	Inventory Adjustments	-	1,369	-	1,411
	Fixed & Sundry Total	94,933	114,157	156,240	176,957
	MISCELLANEOUS				
9030	Depreciation Expense	2,668,893	2,726,168	2,968,000	2,753,429
	Miscellaneous Total	2,668,893	2,726,168	2,968,000	2,753,429
	Total	$ 5,568,211	$ 5,793,946	$ 6,208,744	$ 6,202,058

ADMINISTRATIVE & GENERAL

Department Description

Expenses that are not specific to one department are charged among the following departments.

- Dept 39 – Manatee Center
- Dept 49 – Administration
- Dept 59 – Electric
- Dept 69 – Water
- Dept 79 – Natural Gas
- Dept 89 – Wastewater
- Dept 99 – FPUAnet Communications

The costs in these departments are allocated among the appropriate departments. Allocation percentages and methodology are reviewed annually by the Department of Finance. The fundamentals are cost-causative, measurable, objective, stable, predictable and consistently applied.

DEPT. 39 - ADMINISTRATIVE & GENERAL - MANATEE CENTER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	MISCELLANEOUS				
5710	Storm Expenses	$ -	$ (80)	$ -	$ -
9000	Distribution To City Of Fort Pierce	316	90	5,575	600
	Miscellaneous Total	316	10	5,575	600
	Total	$ 316	$ 10	$ 5,575	$ 600

DEPT. 49 - ADMINISTRATIVE & GENERAL-ADMINISTRATION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	CONTRACTUAL SERVICES				
2122	Rentals	$ 744	$ 499	$ 500	$ 5,000
2131	Maintenance of Structures	5,860	5,380	7,000	7,000
2133	Maintenance of Equipment	7	181	-	187
2139	Maintenance/Service Contracts	2,282	12,973	15,000	90,000
2166	Professional Fees - Other	4,290	938	-	966
2190	Communications	16,586	18,884	20,200	21,200
	Contractual Services Total	29,769	38,855	42,700	124,353
	COMMODITIES				
3316	Operating Supplies	1,388	2,069	4,000	4,000
	Commodities Total	1,388	2,069	4,000	4,000
	FIXED & SUNDRY				
4509	Other Taxes	11,124	11,441	10,964	11,512
4520	Licenses & Permits	75	75	-	77
4700	Utility Bad Debt Expense	5,680	14,408	20,430	14,840
	Fixed & Sundry Total	16,879	25,924	31,394	26,429
	INTEREST EXPENSES				
5729	Interest - Other	-	-	13,000	13,000
	Interest Expenses Total	-	-	13,000	13,000
	MISCELLANEOUS				
9010	Contingency	-	-	1,000,000	1,000,000
	Miscellaneous Total	-	-	1,000,000	1,000,000
	Total	$ 48,036	$ 66,848	$ 1,091,094	$ 1,167,782

DEPT. 59 - ADMINISTRATIVE & GENERAL - ELECTRIC

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	CONTRACTUAL SERVICES				
2122	Rentals	$ 350	$ 1,830	$ 500	$ 1,885
2131	Maintenance of Structures	14,424	19,395	15,000	19,977
2133	Maintenance of Equipment	24	665	500	685
2139	Maintenance/Service Contracts	171,403	190,191	150,000	195,896
2166	Professional Fees - Other	-	3,438	-	3,541
2190	Communications	12,127	13,152	13,600	14,300
	Contractual Services Total	198,328	228,670	179,600	236,284
	COMMODITIES				
3316	Operating Supplies	5,091	7,587	9,800	9,800
	Commodities Total	5,091	7,587	9,800	9,800
	FIXED & SUNDRY				
4509	Other Taxes	7,266	7,267	7,276	7,640
4510	Gross Receipts Tax	1,959,130	2,168,781	2,388,000	2,459,600
4520	Licenses & Permits	11,817	13,860	11,000	14,276
4531	Contributions - Civic	131,848	162,303	299,645	297,237
4610	Property & Liab./Ins. & Uninsur.	105,039	113,686	270,890	297,979
4700	Utility Bad Debt Expense	92,296	238,955	331,885	246,124
	Fixed & Sundry Total	2,307,396	2,704,852	3,308,696	3,322,856
	INTEREST EXPENSES				
5721	Interest - Bonds	933,355	895,448	792,848	684,255
5723	Interest - Deposits	26,857	11,203	50,731	50,740
5729	Interest - Other	-	4,823	5,000	5,000
5731	Amortization-Bond Discount	3,348	(54,602)	(57,257)	(58,818)
	Interest Expenses Total	963,560	856,872	791,322	681,177
	MISCELLANEOUS				
5710	Storm Expenses	86,439	131,281	-	-
9000	Distribution To City Of Fort Pierce	4,179,887	4,297,058	4,447,769	4,698,480
9030	Depreciation Expense	130,764	139,112	140,000	140,503
	Miscellaneous Total	4,397,090	4,567,451	4,587,769	4,838,983
	Total	$ 7,871,465	$ 8,365,432	$ 8,877,187	$ 9,089,100

DEPT. 69 - ADMINISTRATIVE & GENERAL - WATER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	CONTRACTUAL SERVICES				
2122	Rentals	$ 76	$ 3,949	$ 1,000	$ 4,067
2131	Maintenance of Structures	8,138	10,454	18,000	10,767
2133	Maintenance of Equipment	5	145	-	149
2139	Maintenance/Service Contracts	143,138	146,252	125,000	150,640
2166	Professional Fees - Other	-	750	-	773
2190	Communications	12,569	13,814	14,500	15,200
	Contractual Services Total	163,926	175,364	158,500	181,596
	COMMODITIES				
3316	Operating Supplies	7,711	3,494	2,500	6,000
	Commodities Total	7,711	3,494	2,500	6,000
	FIXED & SUNDRY				
4509	Other Taxes	12,531	12,531	12,537	13,164
4531	Contributions - Civic	39,620	51,932	107,023	109,886
4700	Utility Bad Debt Expense	16,550	43,491	59,500	44,795
	Fixed & Sundry Total	68,701	107,954	179,060	167,845
	INTEREST EXPENSES				
5721	Interest - Bonds	1,006,455	1,229,760	1,127,615	1,019,524
5723	Interest - Deposits	8,075	3,005	17,951	17,965
5729	Interest - Other	-	5,332	5,000	5,000
5731	Amortization-Bond Discount	(13,346)	(91,512)	(94,327)	(96,425)
	Interest Expenses Total	1,001,184	1,146,586	1,056,239	946,064
	MISCELLANEOUS				
5710	Storm Expenses	19,778	18,360	-	-
9000	Distribution To City Of Fort Pierce	1,191,490	1,257,407	1,516,555	1,659,798
9030	Depreciation Expense	38,598	40,475	41,000	40,880
	Miscellaneous Total	1,249,866	1,316,242	1,557,555	1,700,678
	Total	$ 2,491,388	$ 2,749,640	$ 2,953,854	$ 3,002,183

DEPT. 79 - ADMINISTRATIVE & GENERAL - GAS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	CONTRACTUAL SERVICES				
2122	Rentals	$ 64	$ 333	$ 500	$ 343
2131	Maintenance of Structures	2,142	1,529	3,000	1,575
2133	Maintenance of Equipment	4	121	-	125
2139	Maintenance/Service Contracts	30,290	32,852	40,000	33,838
2166	Professional Fees - Other	-	625	-	644
2190	Communications	2,827	3,121	3,300	3,500
	Contractual Services Total	35,327	38,580	46,800	40,025
	COMMODITIES				
3316	Operating Supplies	926	1,379	5,390	3,000
	Commodities Total	926	1,379	5,390	3,000
	FIXED & SUNDRY				
4509	Other Taxes	801	801	801	841
4510	Gross Receipts Tax	90,963	87,865	102,900	106,000
4520	Licenses & Permits	12,258	13,553	9,800	13,960
4531	Contributions - Civic	10,475	14,861	24,997	24,637
4700	Utility Bad Debt Expense	1,204	3,475	4,341	3,579
	Fixed & Sundry Total	115,701	120,554	142,839	149,017
	INTEREST EXPENSES	-			
5721	Interest - Bonds	151,563	396,148	387,546	378,461
5723	Interest - Deposits	2,135	1,040	4,732	4,772
5729	Interest - Other	-	681	500	500
5731	Amortization-Bond Discount	(8,744)	(37,109)	(37,963)	(38,724)
	Interest Expenses Total	144,954	360,760	354,815	345,009
	MISCELLANEOUS				
5710	Storm Expenses	182	2,494	-	-
9000	Distribution To City Of Fort Pierce	296,030	300,259	321,576	343,542
9030	Depreciation Expense	23,785	25,325	26,000	25,578
	Miscellaneous Total	319,997	328,079	347,576	369,120
	Total	$ 616,905	$ 849,353	$ 897,420	$ 906,171

DEPT. 89 - ADMINISTRATIVE & GENERAL - WASTEWATER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	CONTRACTUAL SERVICES				
2122	Rentals	$ 51	$ 266	$ 750	$ 274
2131	Maintenance of Structures	4,039	4,276	21,560	21,560
2133	Maintenance of Equipment	4	97	500	100
2139	Maintenance/Service Contracts	85,463	104,404	80,850	107,536
2164	Profess. Fees - Consulting/Eng.	147,150	70,110	80,000	72,213
2166	Professional Fees - Other	-	500	-	515
2190	Communications	6,789	7,490	7,900	8,300
2260	Memberships - Professional	-	-	-	-
	Contractual Services Total	243,496	187,142	191,560	210,498
	COMMODITIES				
3316	Operating Supplies	2,207	3,327	5,390	5,390
	Commodities Total	2,207	3,327	5,390	5,390
	FIXED & SUNDRY				
4509	Other Taxes	6,947	6,947	6,960	7,308
4531	Contributions - Civic	28,869	37,499	77,513	77,994
4700	Utility Bad Debt Expense	14,854	38,773	53,411	39,936
	Fixed & Sundry Total	50,670	83,219	137,884	125,238
	INTEREST EXPENSES				
5721	Interest - Bonds	1,551,814	4,614,910	4,544,792	4,470,836
5723	Interest - Deposits	5,884	2,172	12,935	12,924
5729	Interest - Other	-	2,680	2,500	2,500
5731	Amortization-Bond Discount	(116,742)	(445,516)	(454,754)	(463,558)
	Interest Expenses Total	1,440,956	4,174,246	4,105,473	4,022,702
	MISCELLANEOUS				
5710	Storm Expenses	23,852	15,385	-	-
9000	Distribution To City Of Fort Pierce	856,685	903,607	1,176,447	1,300,518
9030	Depreciation Expense	25,946	27,123	27,000	27,395
	Miscellaneous Total	906,483	946,115	1,203,447	1,327,913
	Total	$ 2,643,812	$ 5,394,050	$ 5,643,754	$ 5,691,741

DEPT. 99 - ADMINISTRATIVE & GENERAL - FPUAnet COMMUNICATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	AMENDED BUDGET FY 2024	ORIGINAL BUDGET FY 2025
	FIXED & SUNDRY				
4531	Contributions - Civic	2,086	2,878	6,657	9,426
4700	Utility Bad Debt Expense	119	365	433	376
	Fixed & Sundry Total	2,205	3,243	7,090	9,802
	INTEREST EXPENSES				
5721	Interest - Bonds	35,417	127,500	127,500	127,500
5729	Interest - Other	-	9	-	-
5731	Amortization-Bond Discount	(7,668)	(27,835)	(28,811)	(29,820)
	Interest Expenses Total	27,749	99,675	98,689	97,680
	MISCELLANEOUS				
9030	Depreciation Expense	452	534	1,000	539
	Miscellaneous Total	452	534	1,000	539
	Total	$ 30,406	$ 103,451	$ 106,779	$ 108,021

CAPITAL IMPROVEMENT PLAN FY 2025 – FY 2029
CAPITAL BUDGET FY 2025

Overview

Attached for your review and approval is the proposed CIP for FY 2025 - FY 2029 for the amount of $219,934,566. The FY 2025 Capital Budget, in the amount of $105,265,808 including contingency funding in the amount of $500,000, will be combined with the Operations & Maintenance Budget to form the Annual Budget for FY 2025.

Capital infrastructure costs account for a large portion of FPUA's total costs. It is important for utilities to create, maintain and follow a plan to invest in their capital assets; whether to rehabilitate, replace or install new assets. The performance and continued use of these capital assets are essential to the health, safety, economic development, and quality of life.

Capital Improvement Plans are utilized to identify present and future needs requiring capital investment. FPUA's CIP is a planning tool that identifies FPUA's anticipated future capital needs for the upcoming five-year period. The CIP is updated periodically to reflect changes in the plan, such as the addition of new projects or changes in costs, timing of work, and sources of funding.

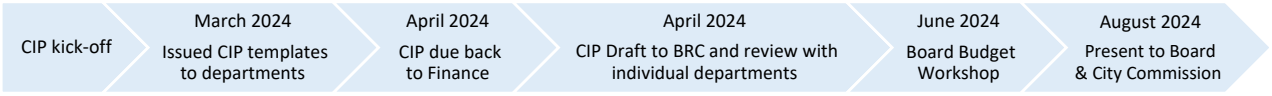
FPUA capitalizes assets with a unit cost of $5,000 or more and a useful life of three or more years. Funds for projects planned in later years have not been specifically named due to the uncertainty of dollar amounts and timeframes, but have been identified on the Departmental Budget Requests found in the Capital Improvement Plan FY 2025-FY 2029 on www.fpua.com.

FPUA uses four classifications in the CIP to identify capital expenses:

- Fixed Assets
- Vehicles
- Blanket Projects
- Standard Projects

The first year of FPUA's CIP is the Capital Budget for FY 2025. Future capital projects are placed in out years and moved up until they are included in the current year's capital budget. Each system has been allotted capital spending limits based on rate sufficiency analyses. If project priorities change during FY 2025, requiring additional funds or moving a project into the current year, staff will perform budget transfers within the approved CIP ensuring compliance with budget limitations. Quarterly updates on major capital spending by system and status will be provided to the FPUA Board

CIP Process and Timeline



Every year FPUA updates its five-year Capital Improvement Plan. The process requires the departments to look ahead and anticipate their capital needs apart from the Operating Budget. Departments submitted their requests with cost estimates, justifications, priorities, and time to complete, as well as other details. A Budget Review Committee (BRC) evaluated each submission against criteria and recommendations based on historical trends, needs, and available funds.

There is a two-step process requiring a task force made up of senior level managers across all departments and finance team. The senior level managers are responsible for reviewing and scoring the capital submissions based on two different sets of criteria, which is conducted in both a collaborative as well as individual manner. This does not necessarily determine which projects will receive funding in the immediate fiscal year but it used as an objective measurement to assess a project's priority against all other submissions.

The cost of projects submitted exceeds FPUA's ability to fund them so projects must be prioritized. Opportunities for grants and other resources are constantly evaluated to assist in addressing this area of the budget.

Step 1 Evaluation Criteria

The first step allowed department managers to present their top priority capital submissions in a workshop format with the Budget Review Committee. Presentations focused mainly on projects that are rate funded to ensure rate sufficiency among the systems. This evaluation process provided BRC with the opportunity to ask questions relative to each project presented to gain a more thorough understanding of the need and scope of the project. After the presentations, the members categorize the priority of the project placed based on the set of criteria.

Priority I: Imperative (Must-Do) – Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

A. Corrects a condition dangerous to public health or safety
B. Satisfies a legal, regulatory or statutory obligation or requirement
C. Alleviates an emergency service disruption or deficiency
D. Prevents irreparable damage to a valuable public facility

Priority II: Essential (Should-Do) – Projects that address clearly demonstrate needs or objectives.

A. Rehabilitates or replaces an obsolete public facility or structure
B. Stimulates economic growth and private capital investment
C. Reduces future operating and maintenance costs
D. Leverage available state or federal grant funding

Priority III: Important (Could-Do) – Projects that benefit the community but may be delayed without detrimental effects to basic services.

A. Provides a new or expanded level of service
B. Promotes intergovernmental cooperation
C. Reduce energy consumption
D. Enhance educational, cultural or natural resources

Priority IV: Desirable (Nice-To-Do) – Desirable projects that are not included within a two-year program because of funding limitations

Step 2 Evaluation Criteria

In the second step, BRC members evaluate all project submissions against a set of strategic plans including; Community Relations, Growth and Rates, Workforce, Technology, and Utility Governance.

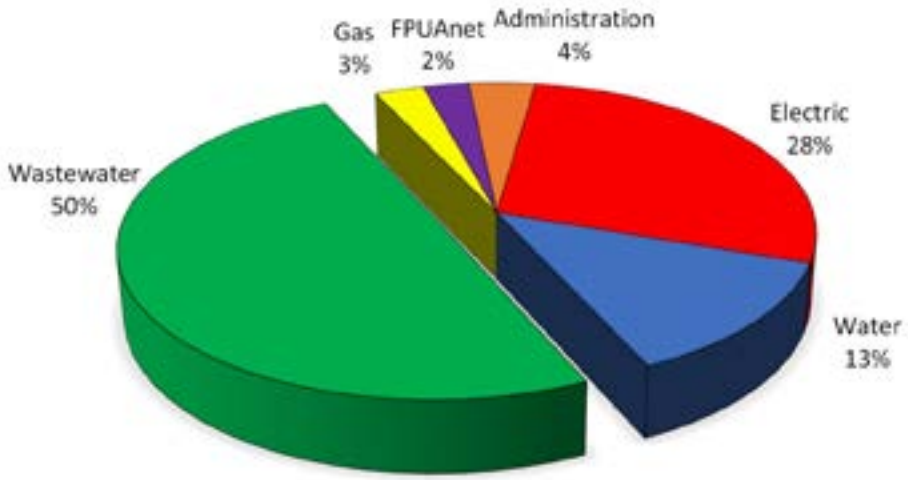
	**Community Relations**	FPUA will engage internal and external stakeholders to build relationships and earn trust through collaborative communication.
	**Growth and Rates**	FPUA will strategically expand services to grow the utility and city in order to provide economical and reliable services for customers.
	**Workforce**	FPUA will retain and attract the employees necessary to lead FPUA into the future.
	**Technology**	FPUA will streamline and automate processes.
	**Utility Governance**	FPUA will provide its Board with the education and resources needed to continue to excel at the performance of its Charter responsibilities.

The proposed Capital Improvement Plan (CIP) which strategically aligns with our organization's goals as outlined in the strategic plan. Approximately 91% of the CIP will focus on fostering Growth and Rates, with key projects including the Mainland Water Reclamation Facility (MWRF) and Conveyance System, Distribution Feeder Expansion, and New Residential Construction initiatives. Additionally, 7% of the budget will support Technology advancements such as the ACS SCADA upgrade, Security System enhancements, Advanced Metering Infrastructure (AMI) deployment, and Wastewater Main Lining. The remaining 2% of the CIP is allocated to initiatives aimed at strengthening Community Relations and enhancing Utility Governance practices. This comprehensive approach ensures that our investments not only meet infrastructure needs but also promote operational efficiency, stakeholder engagement, and responsible resource management.

Capital Improvement Program by System

The CIP for FPUA's System(s) projects for fiscal years 2025 - 2029 totals $219,934,566. The Wastewater system's relocation of the Island Water Reclamation Facility & WW Conveyance System are the major projects of the five-year plan which account for 40%, or $87,410,654 of the total CIP. The FY 2025 Capital Budget, in the amount of $105,265,808 includes contingency funding of $500,000. The graph and table below show the five-year CIP by the operating system.

FY 2025-2029 CIP by System



System	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-2029
Wastewater	$68,323,236	$30,998,492	$3,395,000	$3,395,000	$3,395,000	$109,506,728
Electric	17,980,803	11,713,466	11,816,547	10,055,500	10,204,000	61,770,316
Water	10,802,035	4,597,918	3,605,300	5,073,726	4,153,809	28,232,788
Gas	3,598,134	589,000	599,500	704,500	710,000	6,201,134
FPUAnet	1,321,000	1,205,000	1,120,000	1,075,000	1,070,000	5,791,000
Admin	3,240,600	1,630,000	1,271,000	1,060,000	1,231,000	8,432,600
Grand Total	**$105,265,808**	**$50,733,876**	**$21,807,347**	**$21,363,726**	**$20,763,809**	**$219,934,566**

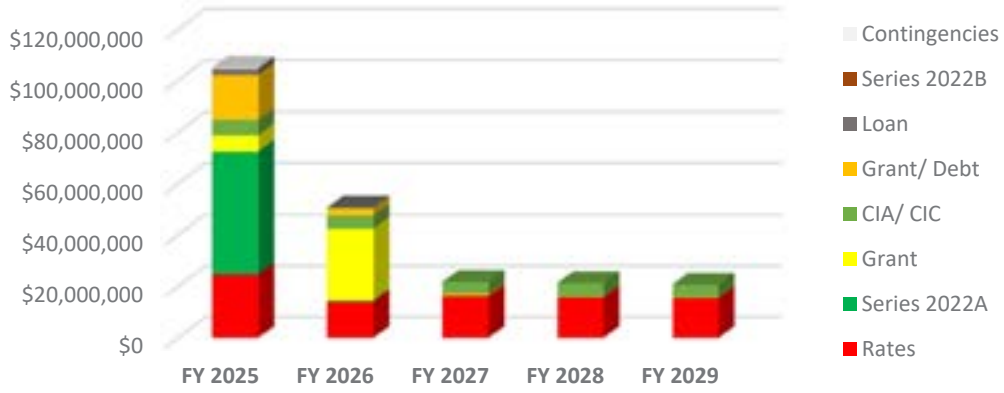
Proposed funding of Capital Improvement Program

The five-year CIP was developed to ensure that the proposed plan is achievable with available resources. The CIP is designed to be a flexible tool and will be used to ensure that adequate funding is available for these projects while maintaining adequate cash reserves. The following are the projected funding sources for CIP projects:

- Rates
- Contributions-in-Aid (CIA)
- Capital Improvement Charges (CIC)
- Debt
- Grants
- Contingency

Debt (Series 2022A & Series 2022B) will fund 22% of the CIP for FY 2025–2029. These funds are earmarked primarily for relocating the Wastewater Plant from Hutchinson Island & redirecting the conveyance system, completing the installation of the Advanced Metering Infrastructure, and undertaking expansion and reliability project across all systems. In addition, FPUA plans to secure a loan representing 1% of the total CIP, specifically targeting enhancement to the electric infrastructure to meet demand for the rapid growth in the southwest area. Utility rate revenues are anticipated to provide 39% of the total funding which becomes crucial in the absence of potential grants needed for completing the Wastewater Plant conveyance system. Grants are expected to cover 25% of the CIP, while contributions from external sources (CIA and CIC) are projected to finance 12%. Detailed figures are illustrated in the graph and table below, depicting the projected dollar amounts from each funding source.

FY 2025-2029 by Funding Source



Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-2029
Rates	$24,761,577	$14,094,685	$16,343,015	$15,803,101	$15,595,358	$86,597,736
Series 2022A	47,826,908	455,655	-	-	-	48,282,563
Grant	6,350,880	27,979,480	511,334	200,000	200,000	35,241,694
CIA/CIC	5,910,907	5,145,564	4,952,998	5,360,625	4,968,451	26,338,545
Grant/ Debt	17,559,529	2,585,492	-	-	-	20,418,021
Loan	2,000,000	200,000	-	-	-	2,200,000
Series 2022B	356,007	-	-	-	-	356,007
Contingencies	500,000	-	-	-	-	500,000
Grand Total	**$105,265,808**	**$50,733,876**	**$21,807,347**	**$21,363,726**	**$20,763,809**	**$219,934,566**

FY 2025 - 2029 Capital Budget Highlights

FPUA classifies capital projects into two categories, blanket or standard. Blanket projects include proposed additions and retirements to the utility systems and are routine in nature, such as water main, utility pole, and gas line replacements. The replacement of transformers, mains, services, pumps, and valves, and the removal of old deteriorated equipment and failing water and wastewater system components will continue as necessary to maintain the integrity of the systems. A number of blanket projects have been proposed that are intended to fund renewals and replacements to a continuously aging system. Much of the renewals and replacements are done as a requirement of various federal, state, and local agencies. Emergency replacements also fall into this category. Standard projects are named projects that are designated to a certain location within FPUA's service territory.

The following major standard and blanket projects accounted for 60% of the total CIP:



MWRF Relocation: The IWRF relocation Water Reclamation Facility will be a state-of-the-art process that will reduce operation & maintenance costs, and open a new market for reclaimed water.

- **Operating Budget Impact:** Increase operating expense, but will provide an environmental benefit.
- **Alignment to Strategic Plan:** Growth and Rates

WW Conveyance System to MWRF: Modifications to the existing wastewater conveyance system to reverse and re-direct flows to new Mainland Water Reclamation Facility.

- **Operating Budget Impact:** Increase operating expense.
- **Alignment to Strategic Plan:** Growth and Rates

Distribution Feeder Expansion: Creating new and upgraded feeder lines is critical for the addition of new customers in FPUA's power grid. This blanket project will address the need for expanding the system through the addition of distribution feeder extensions and the upgrade of the existing lines to facilitate new customers.

- **Operating Budget Impact:** Increase expense that will offset by increased electric revenue that would have not been able to served due to system limitations.
- **Alignment to Strategic Plan:** Growth and Rates

Substation Transformer Replace: This is a project for FPUA's awarded grant to replace four (4) remaining transformers in Lawnwood, King and Savannah substations, along with an upgrade of FPUA's Hartman Autotransformers. The units we will replace are between 32-39 years in service and are beyond the end of their useful life. Completion of this project will significantly improve the electric reliability for our customers.

- **Operating Budget Impact:** Reduce maintenance costs and increase system reliability.
- **Alignment to Strategic Plan:** Growth and Rates

New Construction – Residential: This project funds part of the cost of a new electric service necessary to serve a new residence. For a single-family residence, FPUA covers the cost of transformer, wire and connectors; the owner covers cost for the meter can and conduit. For multi-family units, FPUA covers the cost of the transformer while the developer pays for the cost of conduit, wire, connectors and meter cans. New PUD's include Estancia, Savannah Preserve, Diamond Shores, Seagrove, Coral Sands, Viva West and Viva East.

- **Operating Budget Impact:** Increase revenue for the utility by increasing the number of customers on the utility's electric system.
- **Alignment to Strategic Plan:** Growth and Rates

Storm Hardening–NESC: The 2019 Storm Hardening & Grid Modernization Plan outlined FPUA's plan to upgrade and modify our electric system to make it more resilient to storm damage.

- **Operating Budget Impact:** Reduce the cost to replace all overhead infrastructure with underground to enhance reliability.
- **Alignment to Strategic Plan:** Growth and Rates

Customer Base Expansion Projects: Installation of sanitary sewer force mains, sewer services, and other appurtenances to bring municipal wastewater services to existing residents on septic.

- **Operating Budget Impact:** Increase revenues due to opportunities to increase customer base.
- **Alignment to Strategic Plan:** Growth and Rates

New Construction-Commercial: FPUA provided electric service to new commercial customers which included primary wire and equipment installation.

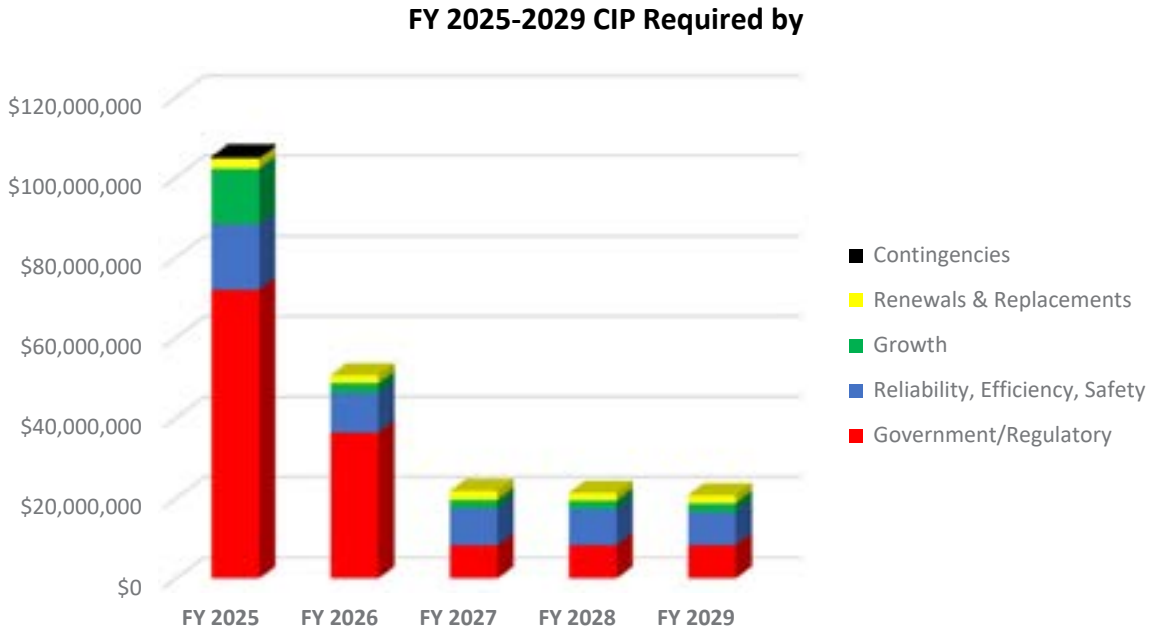
- **Operating Budget Impact:** Increase electric revenue by adding new commercial customers to the utility's system.
- **Alignment to Strategic Plan:** Growth and Rates

Totten Substation Expansion – Transformer: Growth in the southwest portion of FPUA's Electric Service Territory has seen an increased demand for electric within the past year; this project is to create facilities for the rapid growth of this area to serve reliably.

- **Operating Budget Impact:** Increase in cost to the utility with the anticipation that revenue will offset costs in future fiscal years.
- **Alignment to Strategic Plan:** Growth and Rates

Reasons Capital Projects are Required

FPUA's CIP and Capital Budget include funding for projects mandated by other government or regulatory agencies or required for system growth, reliability, efficiency, safety, and renewals & replacements. The following graph and table display the projected amounts by the requirement.



Required By	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-2029
Government/ Regulatory	$71,959,291	$36,411,591	$8,254,599	$8,305,599	$8,317,099	$133,248,179
Reliability, Efficiency, Safety	16,435,154	9,937,320	9,216,849	8,963,601	8,249,658	52,802,582
Growth	13,823,195	2,390,965	2,154,899	2,163,026	2,209,352	22,741,437
Renewals & Replacements	2,548,168	1,994,000	2,181,000	1,931,500	1,987,700	10,642,368
Contingencies	500,000	-	-	-	-	500,000
Grand Total	**$105,265,808**	**$50,733,876**	**$21,807,347**	**$21,363,726**	**$20,763,809**	**$219,934,566**

Projects mandated by federal, state, and local government and regulatory agencies represent 61% or $133,248,179 of the FY 2025 – FY 2029 CIP primarily due to the movement of the Wastewater Plant off Hutchinson Island and away from the Indian River Lagoon. The projected costs in the five-year CIP are as follows:

Required by Government/ Regulatory	FY 2025-2029
City of Fort Pierce	$94,470,654
Public Service Commission	14,287,000
Florida Department of Environmental Protection	12,578,941
National Electric Safety Code	7,000,000
St. Lucie County	2,590,000
Florida Department of Transportation	1,221,000
SLC Fire District	685,584
Department of Homeland Security and/or North American Electric Reliability Corporation	250,000
South Florida Water Management District	165,000
Grand Total	**$133,248,179**

Impact on Operating Budget

Capital projects may or may not have an ongoing financial impact on FPUA's operating budget. For the FY 2025 Capital Budget, the annual impact on O&M costs is one of the criteria that is used to assess and evaluate capital projects. Known and quantifiable operating impacts can be classified into one of the following results:

- Increase Revenue
- Cost Savings
- Decrease Revenue
- Increase Expense
- No impact on O&M Budget

Purchasing replacement vehicles will result in cost savings per vehicle because of the anticipated reduction in maintenance and repair costs. The reduction in vehicle maintenance will be offset, in part, by other aging vehicles requiring maintenance, and increases in depreciation expense.

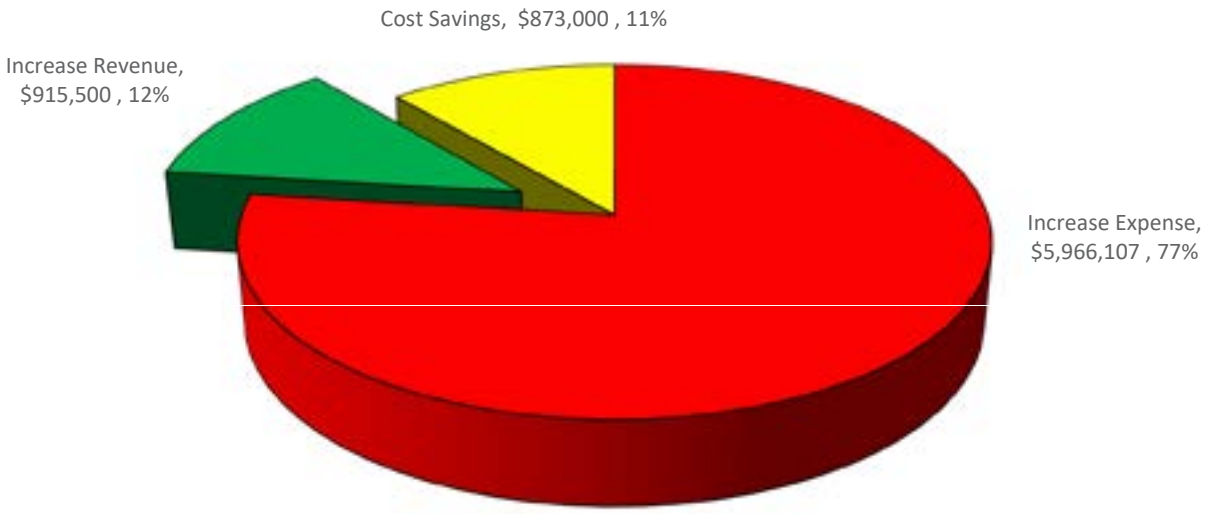
Fixed asset purchases such as security systems, hardware, and software will impact the operating budget minimally (less than $25,000 for each asset) for the costs of annual licenses, updates, and maintenance.

Since blanket projects are ongoing projects that will maintain and extend the life of FPUA's infrastructure, the operating impact is typically rated as additional cost savings. These projects are completed in coordination within departments of FPUA when feasible or mandated by outside agencies.

The impact of the FY 25 Capital Projects on the O&M budget has been quantified. Approximately 77% of the projects will increase expenses, primarily due to the bond interest cost associated with relocating the Wastewater Plant and redirecting the Conveyance System. About 12% of the projects will increase revenue from the expansion projects in FPUAnet, Gas, Water, and Wastewater services, while 11% will have cost savings by enhancing reliability and replacing outdated infrastructure.

The chart below illustrates the annual impact on the operating budget, excluding Fixed Assets.

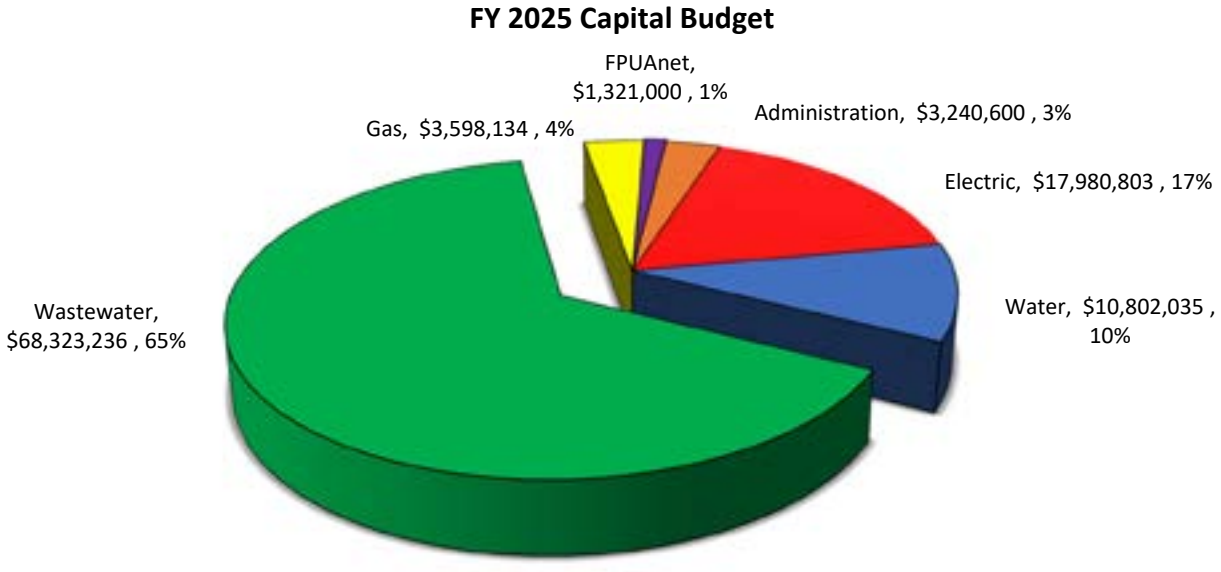
Annual Impact on the Operating Budget



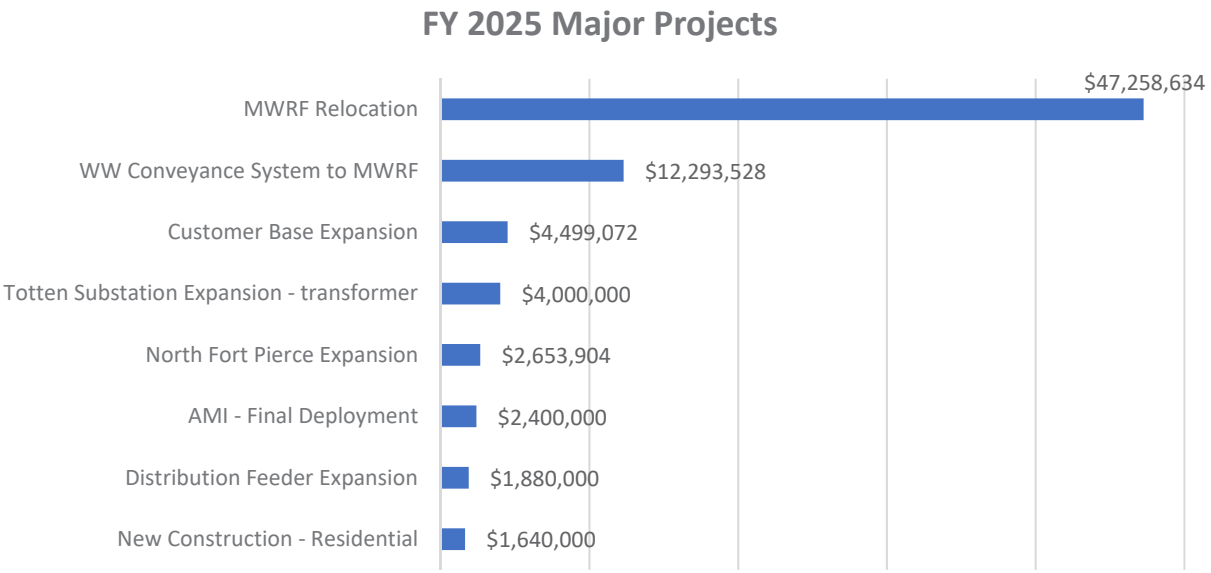
2025 Capital Plan Highlights

Funds are allocated to cover a variety of projects as permitted by revenue source and availability. Projects align closely with our mission statement to provide economical, reliable, and friendly service to our community, with the most important component being public safety.

Below is the breakdown of the FY2025 capital budget of $105,265,808 by System.



The graph below lists the major capital projects accounting for 73% or $76,625,138 of the fiscal year 2025 Capital Budget, based on ranking criteria that identify cost-effective improvements and alignment with FPUA's mission.



Vehicle Replacement Program

Centralized Fleet Services (CFS) provides vehicle services and oversite of FPUA's fleet. The CFS Fleet Management Administrator meets with FPUA's various departments to determine vehicle replacement needs based on age, mileage, maintenance cost, and use. Specialized vehicles such as material handlers, backhoes/loaders, and Vac-Cons will be purchased by the requesting departments.

The table below shows the proposed vehicle purchases included in the FY 2025 Capital Budget.

Description	Quantity	FY 2025
100-Foot Material Handler	1	$409,668
Electric Total	**1**	**409,668**
3/4 Ton Pickup Truck Crew Cab	1	80,000
1 Ton Dump Body Service Truck	1	75,000
½ Ton Pickup Truck Crew Cab	1	60,000
Wastewater Total	**3**	**215,000**
½ Ton Pickup Truck Super cabs	2	100,000
Administration Total	**2**	**100,000**
½ Ton Super cab 4WD	1	55,000
Water Total	**1**	**55,000**
Grand Total	**7**	**$779,668**

Summary

The projects presented in the FY 2025 – FY 2029 CIP are essential to FPUA's efforts to provide our customers with the highest quality of products and services. The CIP has been prepared with strategic planning priorities in mind, along with FPUA's commitment to meet the needs of our customers and community. The summary of the capital budget requests can be found on the following pages. For more comprehensive and detailed information, including project descriptions, budget costs, impacts on the operating budget, and anticipated completion dates on each capital expenditure in FPUA's CIP, please visit fpua website, found under Financial Reports on www.fpua.com.

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
01	**The Manatee Center**										
1	1	Building Consolidation	BLKT	Rates	325	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
1	2	Updated Exhibitry	BLKT	Grant	330	100,000	100,000	-	-	-	200,000
		TOTAL				**200,000**	**100,000**	**-**	**-**	**-**	**300,000**
32	**Information Technology Services**										
32	FA-1	Dept. Hardware & Software	FA	Rates	439925001	11,600	400,000	180,000	180,000	95,000	866,600
32	FA-2	Servers	FA	Rates	439925002	30,000	65,000	80,000	75,000	60,000	310,000
32	FA-3	Great Plains / Cogsdale	FA	Rates		-	-	21,000	-	21,000	42,000
32	FA-4	Communications	FA	Rates		-	120,000	-	-	35,000	155,000
32	FA-5	Telephony	FA	Rates	439725003	25,000	-	90,000	-	20,000	135,000
32	FA-6	Vehicles	FA	Rates	Vehicles	-	25,000	30,000	-	-	55,000
32	1	Security System	BLKT	Rates	402	700,000	250,000	250,000	100,000	-	1,300,000
32	3	ACS SCADA Upgrade	STD	Rates	432	100,000	-	-	-	-	100,000
32	4	ESC Audio Visual Upgrade	STD	Rates	437	60,000	-	-	-	-	60,000
32	5	MOEC Audio System	STD	Rates	452	26,000	-	-	-	-	26,000
32	6	Radio Repeater Replacement	STD	Rates	462	63,000	-	-	-	-	63,000
32	8	eLogger	STD	Rates	463	20,000	-	-	-	-	20,000
32	9	Storage Area Network - ESC	STD	Rates	467	200,000	-	-	-	400,000	600,000
32	10	MS Foundation/SharePoint	BLKT	Rates	468	31,000	-	-	-	-	31,000
32	11	Video Wall Upgrade	STD	Rates	530	-	-	-	85,000	-	85,000
		TOTAL				**1,266,600**	**860,000**	**651,000**	**440,000**	**631,000**	**3,848,600**
35	**Facilities**										
35	FA-1	Lift Station A HVAC	FA	Rates	439025004	40,000	-	-	-	-	40,000
35	FA-2	HVAC System	FA	Rates	439025005	40,000	40,000	40,000	40,000	40,000	200,000
35	FA-3	Automotive Diagnostic Computer	FA	Rates	439825006	14,000	-	-	-	-	14,000
35	FA-4	Ice Machine Replacement	FA	Rates	439825007	10,000	10,000	10,000	10,000	10,000	50,000
35	FA-5	ESC Vehicle Wash	FA	Rates	439825008	30,000	-	-	-	-	30,000
35	FA-6	Generator Load Bank	STD	Rates	439825009	10,000	-	-	-	-	10,000
35	1	ESC Fire Sprinkler Piping	STD	Rates	471	120,000	-	-	-	-	120,000
35	2	Admin Electrical Upgrades	STD	Rates	425	85,000	50,000	-	-	-	135,000
35	3	Todd Center Overhead Doors	STD	Rates	472	25,000	-	-	-	-	25,000
35	4	Annex Elevator Upgrade	STD	Rates	473	55,000	-	-	-	-	55,000
35	5	Substation Roof Replacements	STD	Rates	433	20,000	20,000	20,000	20,000	-	80,000
35	6	FPUA Parking Compound Fence	STD	Rates	446	50,000	-	-	-	-	50,000
35	7	ESC Storm Hardening	STD	Rates	474	500,000	500,000	500,000	500,000	500,000	2,500,000
35	8	ESC Main Gates	STD	Rates	475	25,000	-	-	-	-	25,000
35	9	ESC Build out 1st Floor	STD	Rates	451	150,000	-	-	-	-	150,000
		TOTAL				**1,174,000**	**620,000**	**570,000**	**570,000**	**550,000**	**3,484,000**
44	**Utility Operations**										
44	FA-1	1/2 Ton Pickup Truck Supercab (2)	FA	Rates	Vehicles	100,000	50,000	50,000	50,000	50,000	300,000
		TOTAL				**100,000**	**50,000**	**50,000**	**50,000**	**50,000**	**300,000**

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
54	**Electric Transmission & Distribution**										
54	FA-1	100 Foot Material Handler	FA	Rates	Vehicles	409,668	-	-	-	-	409,668
54	FA-2	2008 Backyard derrick	FA	Rates	Equipment	-	250,000	-	-	-	250,000
54	FA-3	65 Foot Truck	FA	Rates	Vehicles	-	-	300,000	-	-	300,000
54	1	Retirement from Plant	BLKT	Rates	501	150,000	150,000	150,000	150,000	150,000	750,000
54	2	Transformer Replacement	BLKT	Rates	504	85,000	85,000	85,000	85,000	85,000	425,000
54	3	Distribution Pole Replacement	BLKT	Rates	505	400,000	400,000	400,000	400,000	400,000	2,000,000
54	4	Transmission Pole Replacement	BLKT	Rates	507	150,000	40,000	40,000	40,000	50,000	320,000
54	5	Substation Improvements R&R	BLKT	Rates	511	75,000	75,000	75,000	75,000	75,000	375,000
54	6	Trans & Dist Improvements	BLKT	Rates	515	500,000	500,000	500,000	500,000	500,000	2,500,000
		TOTAL				**1,769,668**	**1,500,000**	**1,550,000**	**1,250,000**	**1,260,000**	**7,329,668**
55	**Electric Operations**										
55	1	CT Metering Account	BLKT	Rates	514	30,000	31,500	33,000	35,000	37,000	166,500
55	2	Electric Meter Replacements	BLKT	Rates	517	175,000	200,000	210,000	220,500	232,000	1,037,500
55	3	AMI - Final Deployment	STD	Rates	523	2,400,000	-	-	-	-	2,400,000
		TOTAL				**2,605,000**	**231,500**	**243,000**	**255,500**	**269,000**	**3,604,000**

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
56-E	**Electric & Gas Engineering - Electric**										
56-E	1	15kV Breaker Replacement	BLKT	Rates	502	80,000	40,000	50,000	50,000	50,000	270,000
56-E	2	Auto Reclsure Reliab Imprvmnts	BLKT	Rates	503	38,255	39,786	30,000	30,000	30,000	168,041
56-E	3	Auto Reclsure Reliab Imprvmnts	BLKT	Grant	504	687,300	-	-	-	-	687,300
56-E	3	Substation Imprv Prjcts	BLKT	Rates	506	200,000	200,000	200,000	200,000	200,000	1,000,000
56-E	4	Storm Hardening - NESC	BLKT	Rates	508	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
56-E	5	69kV Breaker Replacement	BLKT	Rates	509	120,000	120,000	147,404	120,000	120,000	627,404
56-E	5	69kV Breaker Replacement	BLKT	Grant	509	200,000	38,146	250,000	-	-	488,146
56-E	6	Electric Sys VAR Control Expan	BLKT	Rates	510	10,000	10,000	10,000	10,000	10,000	50,000
56-E	7	Governmental & Other Required	BLKT	Rates	512	525,000	525,000	525,000	525,000	525,000	2,625,000
56-E	7	Governmental & Other Required	BLKT	CIA	512	175,000	175,000	175,000	175,000	175,000	875,000
56-E	8	New Construction - Residential	BLKT	Rates	516	140,000	140,000	140,000	140,000	140,000	700,000
56-E	8	New Construction - Residential	BLKT	CIA	516	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
56-E	9	New Construction - Comm	BLKT	Rates	518	525,000	525,000	525,000	525,000	525,000	2,625,000
56-E	9	New Construction - Comm	BLKT	CIA	518	300,000	300,000	300,000	300,000	300,000	1,500,000
56-E	10	Rental Lights	BLKT	Rates	519	200,000	200,000	200,000	200,000	200,000	1,000,000
56-E	11	Maintenance Pole Replacements	STD	Rates	592	150,000	150,000	150,000	150,000	150,000	750,000
56-E	12	Substation Transformer Replace	STD	Rates	594	200,000	52,700	2,634,809	1,500,000	1,500,000	5,887,509
56-E	12	Substation Transformer Replace	STD	Grant	594	1,263,580	2,641,334	61,334	-	-	3,966,248
56-E	13	Totten Substation Expansion - transformer	STD	Rates	595	2,000,000	-	-	-	-	2,000,000
56-E	13	Totten Substation Expansion - transformer	STD	Loan	595	2,000,000	-	-	-	-	2,000,000
56-E	14	Substation Land Procurement	STD	Loan		-	200,000	-	-	-	200,000
56-E	15	Line Loss Mitigation	STD	Rates	596	125,000	125,000	125,000	125,000	250,000	750,000
56-E	16	Savannah Ridge PUD	STD	Rates	536	77,000	-	-	-	-	77,000
56-E	17	Desota Residences	STD	Rates	539	10,000	-	-	-	-	10,000
56-E	18	Peters Rd S of White Rd	STD	Rates	551	5,000	-	-	-	-	5,000
56-E	19	Edwards Rd County Project	STD	Rates	562	5,000	-	-	-	-	5,000
56-E	20	Celebration Pointe Phase III	STD	Rates	567	170,000	-	-	-	-	170,000
56-E	20	Celebration Pointe Phase III	STD	CIA	567	15,000	-	-	-	-	15,000
56-E	21	Ohio Ave - Street Lighting	STD	CIA	585	5,000	-	-	-	-	5,000
56-E	22	Distribution Feeder Expansion	STD	Rates	580	500,000	500,000	500,000	500,000	500,000	2,500,000
56-E	22	Distribution Feeder Expansion	STD	CIA	580	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000	7,000,000
56-E	22	Distribution Feeder Expansion	STD	CIC	580	380,000	-	-	-	-	380,000
		TOTAL				**13,606,135**	**9,981,966**	**10,023,547**	**8,550,000**	**8,675,000**	**50,836,648**

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
62	**Water Resources**										
62	FA-1	Submersible Well Pumps	FA	Rates	632525001	18,000	18,000	18,000	18,000	18,000	90,000
62	FA-2	Submersible Electric Motors	FA	Rates	632525002	15,000	15,000	15,000	15,000	15,000	75,000
62	FA-3	Telemetry/Controls/Instr	FA	Rates	633225003	25,000	25,000	25,000	25,000	25,000	125,000
62	FA-4	Trucks	FA	Rates	Vehicles	-	60,000	-	60,000	-	120,000
62	1	Raw Water Mains R&R	BLKT	Rates	618	10,000	10,000	10,000	10,000	10,000	50,000
62	2	Lime Stripping Towers Rehab	STD	Rates	654	703,941	-	-	-	-	703,941
62	3	WTP Control Room Renovation	STD	Rates	655	200,000	-	-	-	-	200,000
62	4	RO Clearwell Rehabilitation	STD	Rates	638	450,000	-	-	-	-	450,000
62	5	Caustic Tank/Bulk Chemical	STD	Rates	658	600,000	-	-	-	-	600,000
62	6	Equipment Storage Building	STD	Rates	664	150,000	-	-	-	-	150,000
62	7	1.5 MG Ground Storage Tank	STD	Rates		-	200,000	-	-	-	200,000
62	8	WTP Painting Project	STD	Rates		-	-	-	-	350,000	350,000
62	9	RO Clearwell Bypass Line	STD	Rates		-	400,000	-	-	-	400,000
62	10	Lime Softener #1	STD	Rates		-	-	175,000	-	-	175,000
62	11	RO Membranes Train A and B	STD	Rates		-	-	400,000	400,000	-	800,000
62	12	Dryer Building MCC	STD	Rates		-	-	-	-	250,000	250,000
62	13	WTP Fencing	STD	Rates		-	-	-	250,000	-	250,000
62	14	Recovery Pond	STD	Rates		-	-	-	-	300,000	300,000
		TOTAL				**2,171,941**	**728,000**	**643,000**	**778,000**	**968,000**	**5,288,941**
64	**Water Distribution**										
64	FA-1	Thompson 6" Pump / Trailer	FA	Rates	639625004	40,000	-	-	-	-	40,000
64	FA-2	Ground Penetrating Radar	FA	Rates	639625005	18,500	-	-	-	-	18,500
64	FA-3	LED Light Tower	FA	Rates	639625006	20,000	-	-	-	-	20,000
64	FA-4	Thompson 4" Pump / Trailer	FA	Rates	639625007	15,000	-	-	-	-	15,000
64	FA-5	Various Vehicles FY 2026-2029	FA	Rates	Vehicles	-	149,000	116,000	120,000	187,700	572,700
64	FA-6	Various Equipment FY 2026-2029	FA	Rates	Equipment	-	25,000	95,000	91,500	30,000	241,500
64	1	Meter/Backflow Preventers	BLKT	CIA	603	208,219	214,465	220,899	227,526	234,352	1,105,461
64	2	Fire Hydrant Replacement	BLKT	Rates	606	150,000	100,000	100,000	150,000	100,000	600,000
64	3	Meter & Backflow Changeouts	BLKT	Rates	612	204,000	210,120	216,424	222,916	229,603	1,083,063
64	4	Main/Serv/Valve Replacements	BLKT	Rates	615	698,620	719,579	626,878	645,685	665,055	3,355,817
64	5	Advance Metering Infrastructu	STD	Series 2022A	623	884,069	455,655	-	-	-	1,339,724
		TOTAL				**2,238,408**	**1,873,819**	**1,375,201**	**1,457,627**	**1,446,710**	**8,391,765**

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
66-W	**Water Engineering**										
66-W	FA-1	1/2 Ton Supercab 4WD	FA	Rates	Vehicles	55,000	60,000	-	-	-	115,000
66-W	1	Surficial Well Replacements	BLKT	Rates	602	800,000	-	-	800,000	-	1,600,000
66-W	1	Surficial Well Replacements	BLKT	CIC	602	400,000	-	-	400,000	-	800,000
66-W	2	Fire Hydrants	BLKT	CIC	607	15,188	16,099	17,099	18,099	19,099	85,584
66-W	3	City Roadway Projects	BLKT	Rates	608	250,000	250,000	300,000	300,000	350,000	1,450,000
66-W	4	Miscellaneous MSBU	BLKT	CIA	609	120,000	280,000	280,000	280,000	280,000	1,240,000
66-W	4	Miscellaneous MSBU	BLKT	CIC	609	20,000	70,000	70,000	70,000	70,000	300,000
66-W	5	New Construction Mains	BLKT	CIC	610	50,000	50,000	50,000	50,000	50,000	250,000
66-W	6	New Construction Customer Fund	BLKT	CIC	611	50,000	50,000	50,000	50,000	50,000	250,000
66-W	7	SLC Roadway Projects	BLKT	Rates	613	100,000	100,000	100,000	100,000	100,000	500,000
66-W	8	Customer Base Expansion	BLKT	Series 2022A	614	2,260,998	-	-	-	-	2,260,998
66-W	9	Water Main Looping	BLKT	CIC	616	110,000	110,000	110,000	110,000	110,000	550,000
66-W	10	Water Mains Misc R&R	BLKT	Rates	617	500,000	500,000	500,000	550,000	600,000	2,650,000
66-W	11	Government & Other Required	BLKT	Rates	620	50,000	110,000	110,000	110,000	110,000	490,000
66-W	12	FPL Water Main Replacement	STD	Rates	676	260,000	200,000	-	-	-	460,000
66-W	12	FPL Water Main Replacement	STD	CIC	676	200,000	200,000	-	-	-	400,000
66-W	13	N. US Highway 1 WM Expansion	STD	CIA	677	82,500	-	-	-	-	82,500
66-W	13	N. US Highway 1 WM Expansion	STD	CIC	677	350,000	-	-	-	-	350,000
66-W	14	North Causeway Bridge Replace	STD	Rates	678	400,000	-	-	-	-	400,000
66-W	15	Orange Avenue	STD	Rates	661	47,000	-	-	-	-	47,000
66-W	16	Ohio Ave W/WW Replacement	STD	Rates	685	30,000	-	-	-	-	30,000
66-W	17	Ave B-Water Main Looping	STD	Rates	649	20,000	-	-	-	-	20,000
66-W	18	S 25th St-Edwards to Virginia	STD	Rates	648	4,000	-	-	-	-	4,000
66-W	19	Midway Rd WM & FM Adjustments	STD	Rates	691	217,000	-	-	-	-	217,000
		TOTAL				**6,391,686**	**1,996,099**	**1,587,099**	**2,838,099**	**1,739,099**	**14,552,082**
56-G	**Electric & Gas Engineering - Gas**										
56-G	1	Gas System Expansion	BLKT	Rates	714	50,000	50,000	50,000	50,000	50,000	250,000
56-G	1	Gas System Expansion	BLKT	CIA	714	15,000	15,000	15,000	15,000	15,000	75,000
56-G	2	SCADA Monitoring	STD	Rates	734	10,000	-	-	-	-	10,000
56-G	3	Midway Rd FDOT Imprv Proj	STD	Rates	742	20,000	-	-	-	-	20,000
		TOTAL				**95,000**	**65,000**	**65,000**	**65,000**	**65,000**	**355,000**

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
74	**Gas Operations**										
74	FA-1	Vehicles	FA	Rates	Trailer	18,000	-	-	70,000	70,000	158,000
74	1	Gas System Renewals	BLKT	Rates	704	19,000	19,000	19,500	19,500	20,000	97,000
74	2	Gas System New Revenue	BLKT	Rates	705	130,000	140,000	150,000	160,000	165,000	745,000
74	2	Gas System New Revenue	BLKT	CIA	705	70,000	70,000	70,000	70,000	70,000	350,000
74	3	Meter & Regulator Changeouts	BLKT	Rates	706	80,000	60,000	60,000	60,000	60,000	320,000
74	4	Excess Flow Valves (EFVs)	BLKT	CIA	707	10,000	10,000	10,000	10,000	10,000	50,000
74	5	Valve Install/Replacement	BLKT	Rates	708	25,000	25,000	25,000	25,000	25,000	125,000
74	6	Customer Funded Projects	BLKT	CIA	710	75,000	75,000	75,000	75,000	75,000	375,000
74	7	Governmental & Other Required	BLKT	Rates	720	125,000	125,000	125,000	150,000	150,000	675,000
74	8	Advanced Metering Infrastru	STD	Series 2022A	723	297,230	-	-	-	-	297,230
74	9	North Fort Pierce Expansion	STD	Series 2022A	786	2,653,904	-	-	-	-	2,653,904
		TOTAL				**3,503,134**	**524,000**	**534,500**	**639,500**	**645,000**	**5,846,134**
61	**Director of Water/WW Systems**										
61	1	MWRF Relocation	STD	Series 2022A	871	29,699,105	-	-	-	-	29,699,105
61	1	MWRF Relocation	STD	Grant/ Debt	871	17,559,529	2,858,492	-	-	-	20,418,021
61	2	WW Conveyance System to MWRF	STD	Series 2022A	876	9,793,528	-	-	-	-	9,793,528
61	2	WW Conveyance System to MWRF	STD	Grant	876	2,500,000	25,000,000	-	-	-	27,500,000
		TOTAL				**59,552,162**	**27,858,492**	**-**	**-**	**-**	**87,410,654**
66-WW	**Wastewater Engineering**										
66-WW	1	City Roadways Projects	BLKT	Rates	808	400,000	250,000	300,000	300,000	300,000	1,550,000
66-WW	2	New Construction Mains	BLKT	CIC	810	100,000	50,000	50,000	50,000	50,000	300,000
66-WW	3	New Construction Customer Fund	BLKT	CIC	811	50,000	50,000	50,000	50,000	50,000	250,000
66-WW	4	SLC Roadway Projects	BLKT	Rates	813	100,000	100,000	100,000	100,000	100,000	500,000
66-WW	4	SLC Roadway Projects	BLKT	CIC	813	50,000	-	-	-	-	50,000
66-WW	5	Customer Base Expansion	BLKT	Series 2022A	814	2,238,074	-	-	-	-	2,238,074
66-WW	6	Wastewater Main Misc. R&R	BLKT	Rates	817	400,000	200,000	300,000	300,000	300,000	1,500,000
66-WW	7	Sewer Lining Projects	BLKT	Rates	818	125,000	125,000	125,000	125,000	125,000	625,000
66-WW	8	Developer Contributions	BLKT	CIA	819	100,000	-	-	-	-	100,000
66-WW	9	Government & Other Required	BLKT	Rates	820	100,000	100,000	100,000	100,000	100,000	500,000
66-WW	10	S 25th St-Edwards to Virginia	STD	Rates	848	4,000	-	-	-	-	4,000
66-WW	11	Orange Avenue	STD	Rates	861	89,000	-	-	-	-	89,000
66-WW	12	North Causeway Bridge Replace	STD	Rates	878	300,000	-	-	-	-	300,000
66-WW	12	North Causeway Bridge Replace	STD	CIA	878	50,000	-	-	-	-	50,000
66-WW	13	Ohio Ave W/WW Replacement	STD	Rates	885	30,000	-	-	-	-	30,000
66-WW	14	MWRF DIW-1 Monitoring Well	STD	Rates	897	50,000	-	-	-	-	50,000
66-WW	15	Midway Rd FM Adjustments	STD	Rates	891	90,000	-	-	-	-	90,000
		TOTAL				**4,276,074**	**875,000**	**1,025,000**	**1,025,000**	**1,025,000**	**8,226,074**

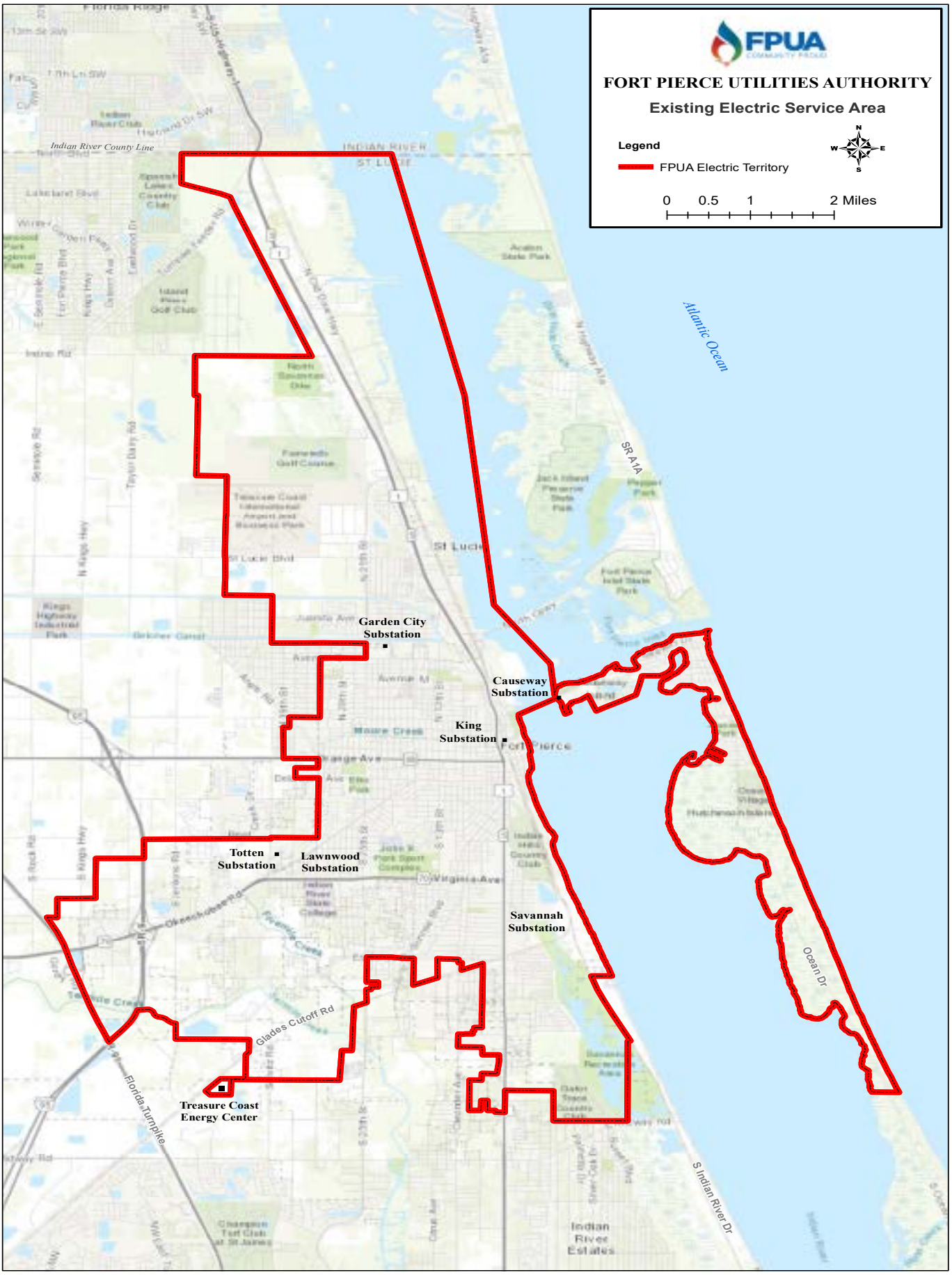
CAPITAL IMPROVEMENT PLAN SUMMARY

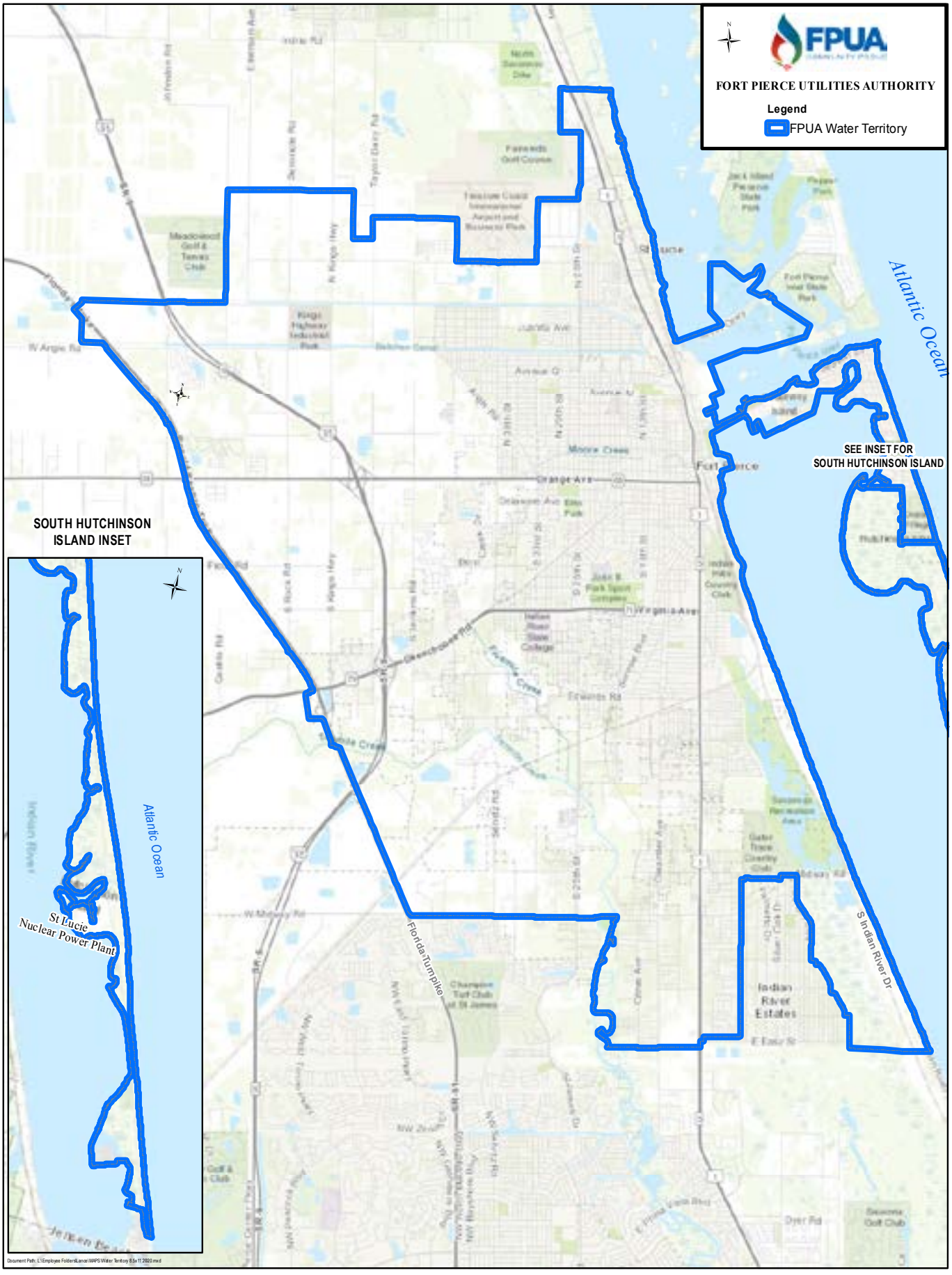
DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
82	**Water Reclamation**										
82	FA-1	1/2 Ton Pickup Truck Crew Cab	FA	Rates	Vehicles	60,000	-	-	-	-	60,000
82	FA-2	3/4 Ton Pickup Truck Crew Cab	FA	Rates	Vehicles	80,000	-	-	-	-	80,000
82	FA-3	4" Dry-Prime Mobile Pump	FA	Rates	003	-	60,000	-	-	-	60,000
82	1	Telemetry & Controls	BLKT	Rates	803	10,000	10,000	10,000	10,000	10,000	50,000
82	2	Structural Replacements	BLKT	Rates	804	40,000	40,000	40,000	40,000	40,000	200,000
		TOTAL				**190,000**	**110,000**	**50,000**	**50,000**	**50,000**	**450,000**
84	**Wastewater Collection**										
84	FA-1	Lift Station Pump Replacement	FA	Rates	004	60,000	60,000	60,000	60,000	60,000	300,000
84	FA-2	1 Ton Dump Body Service Truck	FA	Rates	Vehicles	75,000	160,000	75,000	75,000	75,000	460,000
84	FA-3	Dry Prime By-Pass Pump	FA	Rates	005	120,000	60,000	60,000	60,000	60,000	360,000
84	FA-4	L.S. "A" Pump Replacement	FA	Rates	006	-	-	250,000	250,000	250,000	750,000
84	FA-5	Emergency Portable Generator	FA	Rates	007	75,000	-	-	-	-	75,000
84	1	Telemetry & Controls	BLKT	Rates	801	40,000	40,000	40,000	40,000	40,000	200,000
84	2	Lift Station Improvements	BLKT	Rates	802	30,000	30,000	30,000	30,000	30,000	150,000
84	3	Mains and Laterals R&R	BLKT	Rates	805	600,000	600,000	600,000	600,000	600,000	3,000,000
84	4	Lift Station Control Panels	BLKT	Rates	806	25,000	25,000	25,000	25,000	25,000	125,000
84	5	Low Pressure Pumping System	STD	CIA	807	300,000	300,000	300,000	300,000	300,000	1,500,000
84	6	Wastewater Main Lining	BLKT	Rates	815	500,000	500,000	500,000	500,000	500,000	2,500,000
84	7	Manhole Rehabilitation	BLKT	Rates	816	180,000	180,000	180,000	180,000	180,000	900,000
84	8	Wastewater Main Lining - FDEP	STD	Grant	864	900,000	-	-	-	-	900,000
84	9	Wastewater Main Lining - FDEO	STD	Grant	867	500,000	-	-	-	-	500,000
84	10	Low Pressure System - Grant	STD	Grant	880	200,000	200,000	200,000	200,000	200,000	1,000,000
84	11	Manhole #53-02 Replacement	STD	Rates	892	350,000	-	-	-	-	350,000
84	12	Manhole #A-28 Replacement	STD	Rates	895	350,000	-	-	-	-	350,000
		TOTAL				**4,305,000**	**2,155,000**	**2,320,000**	**2,320,000**	**2,320,000**	**13,420,000**

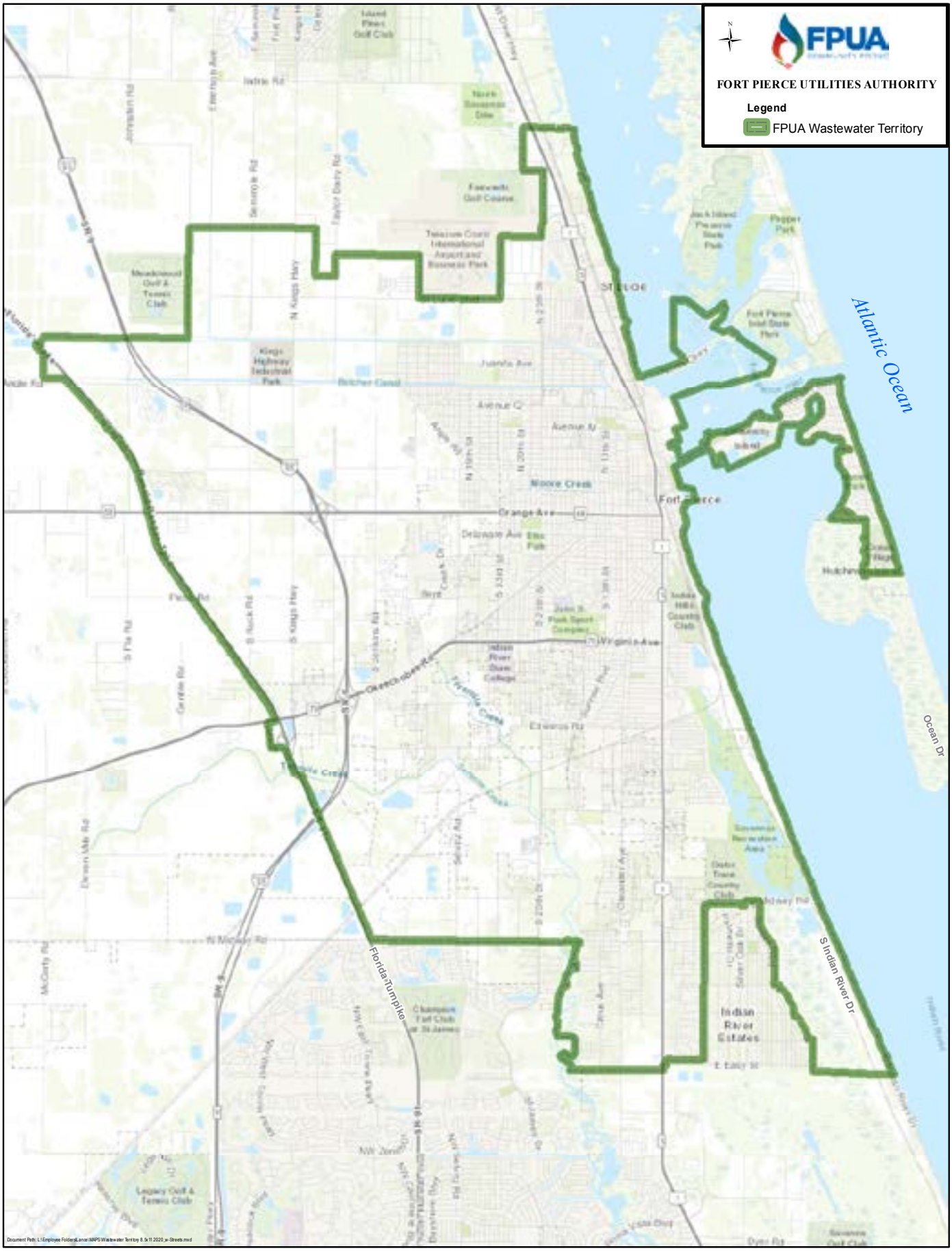
CAPITAL IMPROVEMENT PLAN SUMMARY

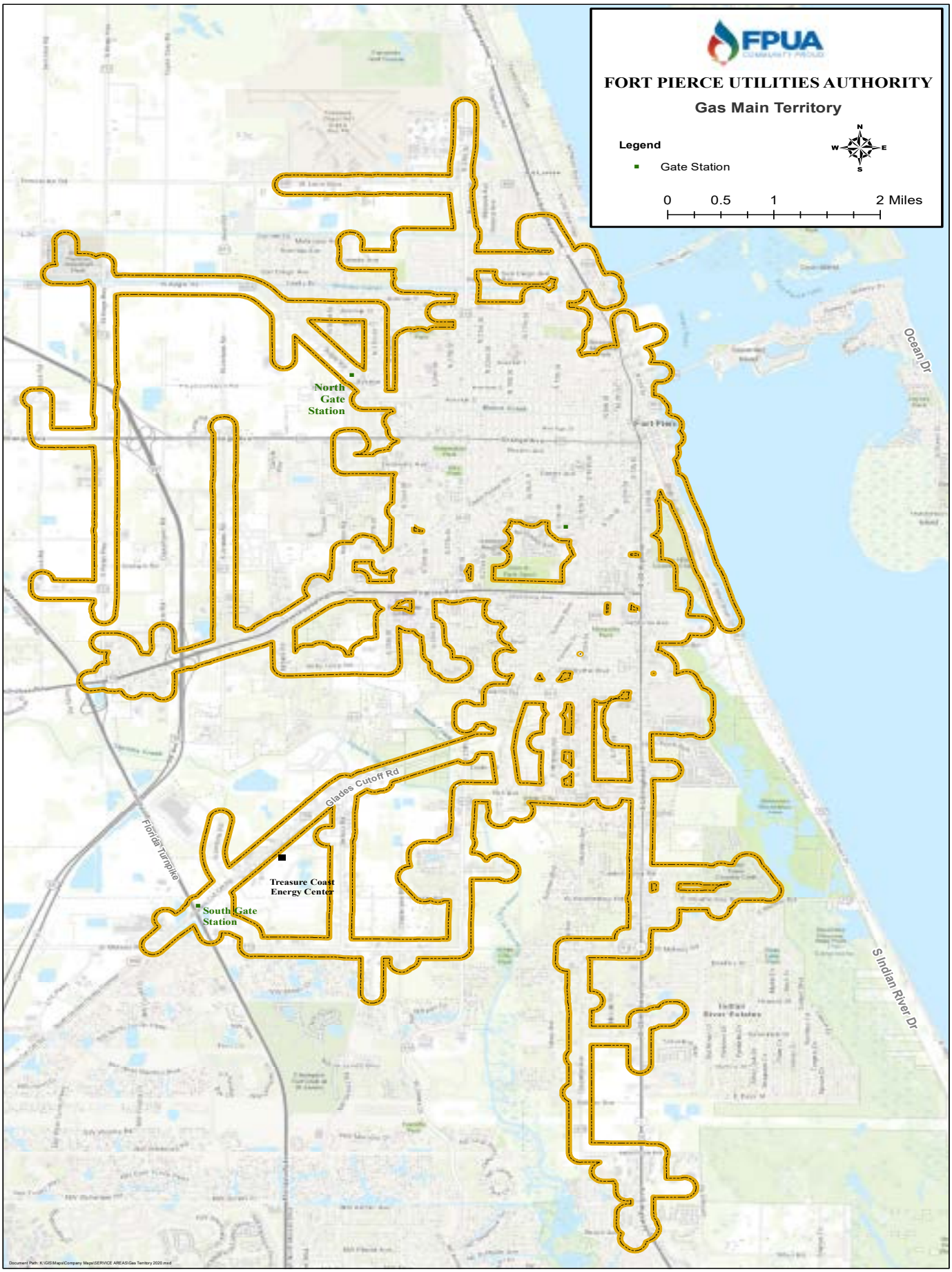
DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	FUNDING	NUMBER	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025-29
93	**FPUAnet Communications**										
93	1	FPUAnet Communcation Services	BLKT	Rates	914	75,000	75,000	75,000	75,000	75,000	375,000
93	1	FPUAnet Communcation Services	BLKT	CIA	914	50,000	50,000	50,000	50,000	50,000	250,000
93	2	Smart City Initiative	BLKT	Rates	915	50,000	50,000	50,000	50,000	50,000	250,000
93	2	Smart City Initiative	BLKT	CIA	915	50,000	50,000	50,000	50,000	50,000	250,000
93	3	Municipal Comm Services	BLKT	Rates	917	25,000	25,000	25,000	25,000	25,000	125,000
93	3	Municipal Comm Services	BLKT	CIA	917	5,000	5,000	5,000	5,000	5,000	25,000
93	4	System Reliability	BLKT	Rates	918	30,000	30,000	30,000	30,000	30,000	150,000
93	5	System Expansion	BLKT	Rates	919	293,993	650,000	650,000	650,000	650,000	2,893,993
93	5	System Expansion	BLKT	Series 2022B	919	356,007	-	-	-	-	356,007
93	6	FPUAnet GPON Services	BLKT	Rates	920	100,000	100,000	100,000	100,000	100,000	500,000
93	6	FPUAnet GPON Services	BLKT	CIA	920	5,000	5,000	5,000	5,000	5,000	25,000
93	7	Joint Trenching Initiative	BLKT	Rates	921	20,000	20,000	20,000	20,000	20,000	100,000
93	8	FPUA Utility Comm Services	STD	Rates	945	50,000	50,000	50,000	15,000	10,000	175,000
93	9	Lincoln Park	STD	Rates	950	50,000	50,000	-	-	-	100,000
93	10	Elec Substation Fiber Upgrade	STD	Rates	953	41,000	10,000	10,000	-	-	61,000
93	11	Southwest Expansion to MWRF	STD	Rates	954	120,000	35,000	-	-	-	155,000
		TOTAL				**1,321,000**	**1,205,000**	**1,120,000**	**1,075,000**	**1,070,000**	**5,791,000**
21	**Finance**										
21	1	Contingencies		Contingencies		500,000	-	-	-	-	500,000
		TOTAL				**500,000**	**-**	**-**	**-**	**-**	**500,000**
GRAND TOTAL						**$ 105,265,808**	**$ 50,733,876**	**$ 21,807,347**	**$ 21,363,726**	**$ 20,763,809**	**$ 219,934,566**
		ADMINISTRATION				2,740,600	1,630,000	1,271,000	1,060,000	1,231,000	7,932,600
		ELECTRIC				17,980,803	11,713,466	11,816,547	10,055,500	10,204,000	61,770,316
		WATER				10,802,035	4,597,918	3,605,300	5,073,726	4,153,809	28,232,788
		GAS				3,598,134	589,000	599,500	704,500	710,000	6,201,134
		WASTEWATER				68,323,236	30,998,492	3,395,000	3,395,000	3,395,000	109,506,728
		FPUAnet				1,321,000	1,205,000	1,120,000	1,075,000	1,070,000	5,791,000
		CONTINGENCIES				500,000	-	-	-	-	500,000
		TOTAL				**$ 105,265,808**	**$ 50,733,876**	**$ 21,807,347**	**$ 21,363,726**	**$ 20,763,809**	**$ 219,934,566**


FPUA
COMMUNITY PROUD


FORT PIERCE UTILITIES AUTHORITY
Existing Electric Service Area
Legend
FPUA Electric Territory
0 0.5 1 2 Miles
Indian River County Line
Atlantic Ocean
Garden City Substation
Causeway Substation
King Substation
Totten Substation
Lawnwood Substation
Savannah Substation
Treasure Coast Energy Center
Fort Pierce
St Lucie
Glades Cutoff Rd
Florida Turnpike
Ocean Dr
S Indian River Dr
SR A1A


FPUA
FORT PIERCE UTILITIES AUTHORITY
Legend
FPUA Water Territory
SEE INSET FOR
SOUTH HUTCHINSON ISLAND
SOUTH HUTCHINSON
ISLAND INSET
Atlantic Ocean
St Lucie
Nuclear Power Plant
Florida Turnpike
Indian
River
Estates
S Indian River Dr
Okeechobee Rd
Orange Ave
Virginia Ave
Edwards Rd
Midway Rd
Dyer Rd


FPUA
FORT PIERCE UTILITIES AUTHORITY
Legend
FPUA Wastewater Territory
Atlantic Ocean
Fort Pierce
St Lucie
Indian River Estates
Florida Turnpike
Ocean Dr
S Indian River Dr
Orange Ave
Virginia Ave
Okeechobee Rd
Indian River State College
Moore Creek
Kings Highway Industrial Park
Fairwinds Golf Course
Treasure Coast International Airport and Business Park
Meadowwood Golf & Tennis Club
Island Pines Golf Club
Champions Golf Club at St James
Legacy Golf & Tennis Club
Indian Hills Country Club
Ditch Trace Country Club
Pepper Park
Fort Pierce Inlet State Park
Jack Island Preserve State Park
Savannas Recreation Area
Savannas Golf Club
Indrio Rd
Juanita Ave
Avenue Q
Avenue V
Delaware Ave
Edwards Rd
Midway Rd
N Military Trl
N Kings Hwy
S Kings Hwy
Johnston Rd
Seminole Rd
Taylor Dairy Rd
Fletcher Canal
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FORT PIERCE UTILITIES AUTHORITY
Gas Main Territory
Legend
Gate Station
N
W
E
S
0
0.5
1
2 Miles
North Gate Station
South Gate Station
Treasure Coast Energy Center
Glades Cutoff Rd
Florida Turnpike
Ocean Dr
S Indian River Dr


FPUA
COMMUNITY PROUD

PERFORMANCE INDICATORS - LAST TEN YEARS

	ORIGINAL BUDGET FY 2025	AMENDED BUDGET FY 2024	ACTUAL FY 2023	ACTUAL FY 2022	ACTUAL FY 2021
SAFETY					
Frequency Rate (calendar year)	1.50	1.50	0.80	1.25	0.40
DART\Severity Rate (calendar year)*	2	2	1	4	3
Workers' Compensation Experience Modification Factor	0.66	0.66	0.67	0.74	1.11
FINANCIAL					
Debt Service Ratio (12 months ended)	2.72	3.03	2.52	2.47	3.54
Operating Ratio	0.88	0.86	0.90	0.95	0.88
Average Residential Billing:					
Electric (1000 kWh)	$120.37	$129.48	$137.70	$104.84	$103.83
Water (6,000 gallons)	$49.59	$46.32	$42.08	$37.82	$37.14
Natural Gas (13 ccf)	$41.92	$39.79	$38.99	$33.31	$30.72
Wastewater (6,000 gallons)	$66.27	$61.88	$56.25	$50.54	$49.66
HUMAN RESOURCES					
Overtime Ratio	0.077	0.077	0.075	0.056	0.067
Sick Leave Ratio	0.047	0.047	0.058	0.041	0.039
Overtime vs. Annual Overtime Budget	100.00%	100.00%	120.98%	97.53%	122.33%
Training Hours vs. Regular Hours Worked	2.34%	2.34%	1.95%	1.97%	2.73%
Training Dollars vs. Budgeted Salary Dollars	2.00%	1.81%	1.69%	2.75%	2.40%
Annual Turnover Rate	15.00%	11.00%	112.66%	12.66%	12.66%
CUSTOMER SERVICE					
Number of connections	10,900	9,606	10,207	9,606	9,365
Number of disconnections	11,900	11,464	11,476	11,464	11,671
Number of accounts to collection agency	1,200	1,007	1,321	1,007	1,139
Amount of accounts written off					
Electric	$246,124	$331,885	$238,955	$92,296	$256,722
Water	$44,795	$59,500	$43,491	$16,550	$46,031
Natural Gas	$3,579	$4,341	$3,475	$1,204	$3,354
Wastewater	$39,936	$53,411	$38,773	$14,854	$41,317
Customer Charges	$14,840	$20,430	$14,408	$5,680	$66,201
Communications	$376	$433	$365	$119	$331
Number of service orders					
Started	46,000	46,000	44,407	41,784	54,697
Completed	46,000	46,000	44,411	42,871	48,293

PERFORMANCE INDICATORS - LAST TEN YEARS

	Actual FY 2020	Actual FY 2019	ACTUAL FY 2018	ACTUAL FY 2017	ACTUAL FY 2016
SAFETY					
Frequency Rate (calendar year)	2.04	3.10	2.93	5.30	4.11
DART\Severity Rate (calendar year)*	17.51	0	214	171	89
Workers' Compensation Experience					
Modification Factor	1.21	1.28	0.97	0.97	0.97
FINANCIAL					
Debt Service Ratio (12 months ended)	3.16	2.85	3.12	3.25	2.51
Operating Ratio	0.88	0.91	0.92	0.89	0.90
Average Residential Billing:					
Electric (1000 kWh)	$108.84	$108.84	$113.84	$120.84	$107.84
Water (6,000 gallons)	$36.26	$36.26	$35.18	$35.18	$35.18
Natural Gas (13 ccf)	$30.66	$30.66	$31.31	$31.47	$30.82
Wastewater (6,000 gallons)	$49.66	$49.66	$48.24	$48.24	$48.24
HUMAN RESOURCES					
Overtime Ratio	0.052	0.053	0.058	0.073	0.050
Sick Leave Ratio	0.032	0.030	0.043	0.037	0.038
Overtime vs. Annual Overtime Budget	120.04%	120.09%	132.07%	176.47%	114.22%
Training Hours vs. Regular Hours Worked	1.91%	3.56%	2.11%	2.10%	2.87%
Training Dollars vs. Budgeted Salary Dollars	2.51%	3.59%	3.12%	1.51%	2.00%
Annual Turnover Rate	7.00%	9.00%	9.00%	10.64%	12.40%
CUSTOMER SERVICE					
Number of connections	10,163	10,237	12,231	13,534	14,109
Number of disconnections	11,363	12,314	12,818	12,795	13,316
Number of accounts to collection agency	1,110	1,269	1,498	1,353	1,622
Amount of accounts written off					
Electric	$122,572	$28,984	$112,847	$184,794	$200,966
Water	$21,981	$5,189	$20,226	$33,140	$36,032
Natural Gas	$1,602	$364	$1,461	$2,415	$2,639
Wastewater	$19,729	$4,658	$18,156	$29,744	$32,324
Customer Charges	$57,542	$1,790	$6,952	$11,371	$12,371
Communications	$155	$50	$157	$232	$257
Number of service orders					
Started	38,516	42,120	40,193	41,243	45,028
Completed	37,777	41,846	40,524	41,014	44,937

PERFORMANCE INDICATORS - LAST TEN YEARS

	ORIGINAL BUDGET FY 2025	AMENDED BUDGET FY 2024	ACTUAL FY 2023	ACTUAL FY 2022	ACTUAL FY 2021
INFORMATION TECHNOLOGY SERVICES					
Number of work orders completed	6,000	6,000	5,425	5,500	5,648
Number of work stations supported	360	375	330	330	325
COMPONENT COSTS					
Water Treatment Plant					
$ / 1,000 gallons raw water	$2.36	$2.33	$2.27	$2.26	$1.97
Water Reclamation Facility					
$ / 1,000 gallons effluent	$1.97	$1.86	$2.01	$2.05	$1.64
Electric T&D					
$ / mile of T & D lines	$30,235.21	$28,506.49	$27,249.49	$27,554.71	$22,838.11
$ / number of services	$37.57	$35.42	$34.74	$35.11	$28.71
Water Distribution					
$ / 1,000 gallons billed	$1.94	$1.98	$1.88	$1.94	$1.76
$ / number of services	$22.34	$22.36	$21.18	$21.91	$20.31
Wastewater Collection					
$ / 1,000 gallons billed	$2.52	$2.59	$2.41	$2.39	$2.32
$ / number of services	$22.74	$22.78	$21.32	$20.96	$21.01
Natural Gas Distribution					
$ / 1,000 ccf billed	$0.45	$0.45	$0.46	$0.40	$0.41
$ / number of services	$44.80	$46.15	$44.05	$40.35	$37.75
Lift Stations					
$ / 1,000 gallons billed	$0.88	$0.90	$0.82	$0.78	$0.75
$ / number of services	$7.96	$7.96	$7.22	$6.87	$6.56
Industrial Pre-Treatment					
$ / Customers	$967.95	$1,048.61	$1,280.75	$1,362.33	$1,142.53
FPUAnet Communications					
$ / Customers	$244.63	$365.65	$976.46	$1,264.89	$491.19
Administration					
$ / number of services	$22.59	$22.22	$21.00	$16.17	$14.53

PERFORMANCE INDICATORS - LAST TEN YEARS

	Actual FY 2020	Actual FY 2019	ACTUAL FY 2018	ACTUAL FY 2017	ACTUAL FY 2016
INFORMATION TECHNOLOGY SERVICES					
Number of work orders completed	4,245	4,245	3,858	3,538	3,622
Number of work stations supported	380	380	360	310	349
COMPONENT COSTS					
Water Treatment Plant					
$ / 1,000 gallons raw water	$2.48	$2.48	$2.21	$1.99	$2.02
Water Reclamation Facility					
$ / 1,000 gallons effluent	$1.98	$1.98	$1.60	$1.78	$1.46
Electric T&D					
$ / mile of T & D lines	$23,249.60	$24,073.82	$20,530.49	$21,860.34	$21,636.69
$ / number of services	$29.36	$30.39	$25.93	$27.56	$27.27
Water Distribution					
$ / 1,000 gallons billed	$1.84	$1.97	$2.11	$1.92	$1.88
$ / number of services	$20.92	$21.68	$22.36	$21.05	$20.01
Wastewater Collection					
$ / 1,000 gallons billed	$2.30	$2.30	$2.47	$2.60	$2.39
$ / number of services	$19.81	$19.81	$20.90	$22.31	$19.61
Natural Gas Distribution					
$ / 1,000 ccf billed	$0.43	$0.43	$0.43	$0.41	$0.49
$ / number of services	$40.36	$40.36	$37.41	$34.36	$39.54
Lift Stations					
$ / 1,000 gallons billed	$0.68	$0.68	$0.72	$0.66	$0.75
$ / number of services	$5.89	$5.89	$6.12	$5.62	$6.14
Industrial Pre-Treatment					
$ / Customers	$888.13	$888.13	$916.33	$919.02	$927.50
FPUAnet Communications					
$ / Customers	$540.93	$540.93	$423.99	$414.79	$345.35
Administration					
$ / number of services	$14.60	$14.60	$14.48	$14.96	$14.51

FORT PIERCE UTILITIES AUTHORITY
System Rate Changes
Last Ten Fiscal Years

System/ Reason	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Electric										
FPSC Annual Price Index	7.07%	4.53%								
Rate Sufficiency			5.00%							
$1/Mwh Reduction in the Energy Rate										
Water										
FPSC Annual Price Index	7.07%		1.17%	1.79%	2.36%					
WW Plant Relocation		5.00%	5.00%							
Rate Sufficiency		5.00%	5.00%			3.00%			3.00%	3.00%
Wastewater										
FPSC Annual Price Index	7.07%		1.17%	1.79%						
WW Plant Relocation		5.00%	5.00%							
Rate Sufficiency		5.00%	5.00%			3.00%				
Natural Gas										
FPSC Annual Price Index	7.07%	4.53%	1.17%	1.79%	2.36%		1.76%			
Rate Sufficiency			5.00%							

Note: No rate changes were implemented in FY 2017

TOP CUSTOMERS BY REVENUE - LAST TEN YEARS

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
St. Lucie County BOCC	$6,190,967	$5,671,607	$5,384,824	$5,354,262	$4,289,492	$3,986,751	$3,985,054	$3,931,059	$3,927,217	$3,926,412
St. Lucie County School Board	$3,880,208	$3,518,585	$2,825,930	$2,599,417	$2,991,530	$3,104,563	$2,996,444	$2,965,558	$3,035,794	$3,050,974
Lawnwood Regional Medical Center	$3,453,540	$3,084,503	$2,187,624	$2,056,901	$2,206,155	$2,258,463	$2,314,948	$2,180,638	$2,258,826	$2,312,398
Fort Pierce Utilities Authority	$3,237,928	$2,687,390	$1,917,439	$1,741,225	$1,731,109	$1,861,171	$1,788,357	$1,690,042	$1,759,134	$1,962,226
Indian River State College	$2,944,517	$2,655,530	$2,242,236	$2,218,644	$2,553,838	$2,638,360	$2,621,895	$2,557,741	$2,702,808	$2,814,539
City of Fort Pierce	$2,307,680	$2,230,530	$1,676,754	$1,615,567	$1,784,209	$1,689,401	$1,694,029	$1,600,311	$1,676,693	$2,003,072
Orchid Island Juice Company	$1,821,060	$1,634,864	$1,163,927	$1,044,870	$914,013	$855,736	$729,178	-	-	$688,275
Florida Power & Light Company	$1,623,288	$1,230,146	$1,098,505	$992,704	$831,994	$587,825	$703,331	$733,016	-	$720,894
Florida Atlantic University	$1,486,582	$1,421,296	$1,066,798	$1,120,364	$1,221,871	$1,279,292	$1,218,758	$1,206,510	$1,259,687	$1,276,176
Fort Pierce Housing Authority	$1,265,396	$1,112,066	$1,001,833	$960,820	$955,416	$1,012,146	$1,195,516	$1,214,096	$1,300,693	$1,289,115
Walmart	-	-	-	-	-	-	-	$634,184	$650,734	-
Waste Pro of Florida	-	-	-	-	-	-	-	-	$690,344	-

PROPERTY VALUE AND TOTAL TAX ASSESSED VALUE
LAST TEN YEARS

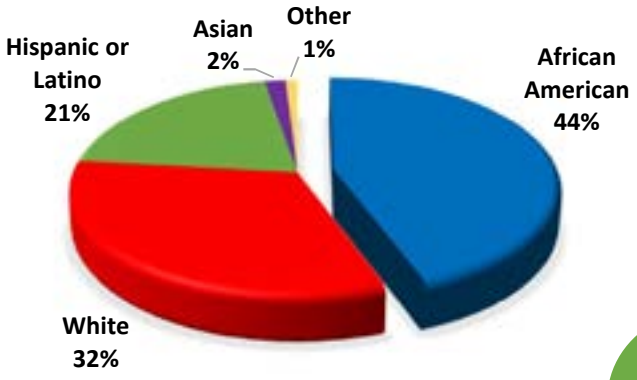
	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED PROPERTY	LESS: EXEMPTIONS	TOTAL TAX ASSESSED VALUE
2023	$ 4,046,297,270	$ 241,258,304	$ 12,878,470	$ 983,137,512	$ 3,317,296,532
2022	$ 3,559,056,411	$ 235,951,701	$ 11,974,438	$ 912,398,608	$ 2,894,583,942
2021	$ 3,333,122,315	$ 223,371,179	$ 11,666,236	$ 873,918,111	$ 2,694,241,619
2020	$ 3,168,531,958	$ 217,284,499	$ 11,786,499	$ 835,533,570	$ 2,562,069,386
2019	$ 2,973,396,245	$ 206,673,280	$ 11,674,621	$ 813,001,897	$ 2,378,742,249
2018	$ 2,807,904,420	$ 200,953,767	$ 11,459,927	$ 777,186,255	$ 2,243,131,859
2017	$ 2,656,205,901	$ 199,752,821	$ 10,889,970	$ 759,747,984	$ 2,107,100,708
2016	$ 2,519,792,781	$ 201,769,117	$ 9,950,405	$ 744,102,164	$ 1,987,410,139
2015	$ 2,420,424,296	$ 178,560,253	$ 8,259,241	$ 718,951,717	$ 1,888,292,073
2014	$ 2,369,027,251	$ 196,294,919	$ 7,180,208	$ 707,506,816	$ 1,864,995,562

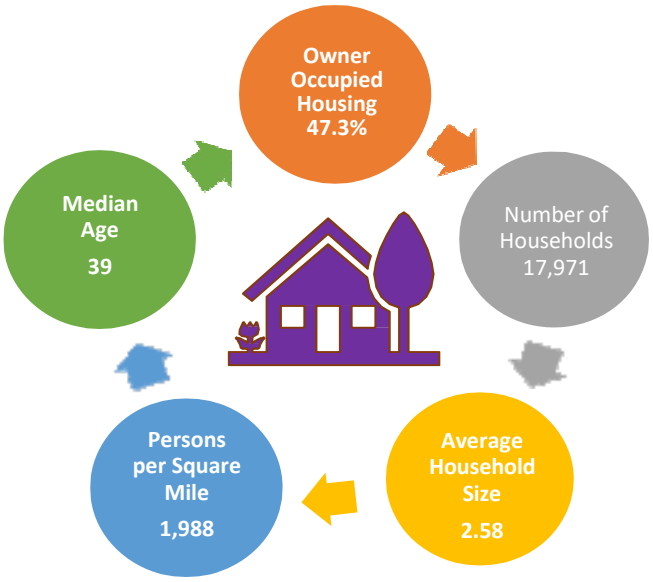
Source:
City of Fort Pierce Comprehensive Annual Financial Report

DEMOGRAPHIC STATISTICS - LAST TEN YEARS

	City of Fort Pierce Population[1]	City of Fort Pierce Median Income[2]	St. Lucie County Population[1]	St. Lucie County Median Income[2]
2023	49,508	N/A	368,628	N/A
2022	47,841	45,121	350,518	66,154
2021	48,038	$40,323	340,060	$59,807
2020	47,297	$37,624	329,226	$55,237
2019	43,653	$35,198	309,359	$52,322
2018	43,326	$30,445	302,432	$49,373
2017	43,409	$28,025	297,634	$47,132
2016	42,489	$26,506	292,826	$44,140
2015	42,119	$25,635	287,749	$43,459
2014	41,888	$25,976	282,821	$42,359

More about the City of Fort Pierce





[1] Source University of Florida, Bureau of Economic & Business Research.

[2] Source United States Census Bureau (most recent data available)

* Total Estimated

N/A Not Avaliable


FPUA
COMMUNITY PROUD

REVENUE DEFINITIONS

OPERATING REVENUES

Sales Revenues

Residential Inside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for residential or domestic purposes, inside the city limits.

44010 Electric
46110 Water
47110 Wastewater
48000 Natural Gas

Residential Outside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for residential or domestic purposes, outside the city limits.

44020 Electric
46120 Water
47120 Wastewater
48020 Natural Gas

General Service Inside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for commercial or industrial purposes, inside the city limits.

44250 Electric
44251 Electric Economic Development Rate
46140 Water
47150 Wastewater
48100 Natural Gas
48150 Gas Contract Sales
48170 Gas Contract Sales Industrial

General Service Outside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for commercial and industrial purposes, outside the city limits.

44260 Electric
44261 Electric Economic Development Rate
46150 Water
47160 Wastewater
48120 Natural Gas

REVENUE DEFINITIONS

48190 **Miscellaneous Sales of Compressed Natural Gas (CNG)** - Includes sales for filling gas cylinders with CNG for customers.

Rental Lights – Includes net billing for FPUA owned and maintained outdoor lighting.

44300 Residential Inside City
44320 Residential Outside City
44350 General Service Inside City
44360 General Service Outside City

44400 **Streetlights, Traffic Signals, & Sirens** – Net billing for electricity supplied and services rendered for the purposes of lighting streets, highways, parks and other public places, or for traffic or other signal system service, for municipalities or other divisions or agencies of state or federal governments.

Outside City Surcharge – An additional charge for electric, water, or wastewater service provided outside the city limits of the City of Fort Pierce, collected in accordance with FPUA resolutions and Florida Statutes; applies only to areas of unincorporated St Lucie County.

44610 Residential
44650 General Service

Heat Only – Includes the net billings for natural gas supplied to customers, specifically designed for heating purposes.

48030 Residential Inside City
48040 Residential Outside City
48130 General Service Inside City

Unbilled Service Revenue – Represents an estimate of amounts consumed but not yet billed at the end of the fiscal year. This amount may be a credit or a debit, depending on whether the amount increased or decreased since the prior September 30.

44890 Residential
44900 General Service

PCA/PGA Billed – Power Cost Adjustment and/or Purchased Gas Adjustment billed to the customer.

44910 Residential
44915 General Service
44917 Gas Contracts

REVENUE DEFINITIONS

PCA/PGA Adjustment – The amount of Power Cost Adjustment and/or Purchased Gas Adjustment under or over-recovered from the customer each month.

44920 Residential
44925 General Service

45400 **Rent from Electric Property** – Rents received for the use by others of land, buildings, and other property owned by the utility. Rental charged to telecommunications companies for use of FPUA-owned utility poles.

46300 **Unmetered Fire Protection** – Monthly charge for water service to private hydrants, sprinkler systems, hose cabinets, standpipes or any other device used exclusively for fire protection.

46600 **Sales for Resale** – Bulk water sales to St. Lucie County.

47230 **Revenue from Public Authorities** – Revenue received from St. Lucie County for wastewater collection services provided in bulk.

Other Operating Revenues

45000 **Penalty Charges** – Additional charges imposed because of the failure of customers to pay their utility bill on or before a specified date.

48800 **Miscellaneous Service Revenues** – Includes revenues from all miscellaneous services and charges billed to customers which are not specifically provided for in other accounts.

Field Contact – A charge to defray the cost of disconnecting and reconnecting utility service previously discontinued or ordered discontinued for cause or because of nonpayment of amounts due.

48801 Electric
48804 Natural Gas
48807 Water
48812 Sewer with Water

48810 **Customer Care Service Plan** – Maintenance plan for natural gas appliances.

48833 **Gas Repairs & Maintenance** – A charge for gas maintenance, repair, and installation work performed by FPUA on a Customer's premises.

REVENUE DEFINITIONS

Re-activation of Service Charges – A charge for the subsequent re-establishment of utility service to the premises where such service was previously disconnected without cause.

48834 Electric
48835 Gas

48838 **Tampering Charges** – Includes any fees applied to utility service accounts where cut/missing seal(s), meter tampering, theft of service, or unauthorized use has occurred.

Connection Charges – A customer service charge for the establishment of utility service to the premises where such service did not previously exist.

48839 Electric
48840 Water
48841 Wastewater
48846 Natural Gas

48842 **Returned Check Charges** – Revenues received from customers in an effort to recover any expenses associated with banking fees for insufficient funds, closed accounts, or other fees incurred as a result of a dishonored payment instrument.

48844 **Late Payment Charges** – A charge to defray the cost of dispatching field personnel to disconnect service for nonpayment of amounts due. The Late Payment Charge shall be applied to each account when the past due amount plus the Penalty Charge is not paid before FPUA prepares the bill for the month following the delinquent bill month. This charge is in addition to the Penalty Charge.

48845 **Write-Off Fees** – A charge to defray the cost of the collection of recovered bad debts.

48848 **Net Metering Application Fee** – A processing fee for interconnection agreements for customer-owned renewable generation installations greater than 10 kW.

48868 **Certified Letter Fees** – A charge applied to those customers who have advised the Authority in writing of the necessity for Life Sustaining Medical Equipment, and whose delinquent account requires certified letter notification of the disconnection of services.

49500 **Other Operating Revenue** – Includes all other operating revenue not specifically provided for in other accounts.

49510 **Site Plan Review Fees** – A charge applied to those private developers submitting project designs and permit applications to FPUA for review and approval in connection with the establishment of new utility service or expansion of existing services.

REVENUE DEFINITIONS

49520 **Guaranteed Revenue Charges** – Includes charges on any person desiring to receive a commitment to reserve water and/or wastewater capacity for future development from FPUA.

49530 **Lien Fees** – A charge to cover the cost of processing the Capital Charge Installment Payment Agreement for new water/wastewater services and to cover the cost of recording the associated Release of Lien upon payment in full.

49560 **WTP DIW Cost Recovery** – Revenue for discharges into the Deep Injection Well at the Water Treatment Plant. This revenue is intended to offset O & M costs incurred by the water system.

49563 **Strong Waste Fees** – Fees charged for wastewater discharged to the FPUA Wastewater System, which contain substances in excess of the standard strength for wastewater. This Excess Strength Surcharge is intended to defray the additional cost of receiving, transporting, and treatment of those substances.

49565 **Industrial WW Discharge Permits** – Fees charged for Industrial Pretreatment Permits, required if wastewater flows from the facility involve industrial processes.

49570 **Lift Station Maintenance Revenue** – Includes revenue received for the operation and maintenance of privately owned lift stations.

Manatee Observation & Education Center Revenues

41700 **Admissions** – Includes all children, adult and senior fees paid by visitors to the Manatee Observation and Education Center.

41730 **FPUA Contribution** – Monthly contribution made to the Manatee Observation and Education Center in an amount equal to the Manager's compensation package, in accordance with the Memorandum of Understanding between the City of Fort Pierce, Fort Pierce Main Street, Inc. and FPUA.

41740 **Donations - Other** – All other donations received by the Manatee Observation and Education Center that are not otherwise specifically classified.

41750 **Grant Revenue** – Grant revenue received from non utility operations; specific to MOEC.

41760 **Membership Income** – Includes all revenue associated with varied levels of annual membership fees offered to the public.

41770 **Fund Raising Income** – Represents all funds received as a direct result of the Manatee Observation and Education Center's fundraising activities.

41780 **Teaching Income & Camps** – Includes summer camps, weekend events, educational classes and other camps.

REVENUE DEFINITIONS

41790 **Sales Gift Shop** – Includes all sales from the Manatee Observation and Education Center gift shop; both on site and through Internet purchases.

41791 **Shipping & Handling Internet** – Funds received by the Manatee Observation and Education Center designed to offset the expense of shipping items directly to customers.

FPUAnet Communications Revenues

Internet Access – Broadband service is a fiber-based broadband data service leveraging Internet Protocol (IP) technology.

44813 Residential Inside City
44817 General Service Inside City

44840 **Dedicated Internet Access** – Highly reliable fiber-optic-based Internet access with guaranteed bandwidth.

44860 **Wireless Broadband Internet Access** – Internet access through wireless connections.

44870 **Wireless Bandwidth Connections** – Data connections between sites through wireless connections.

45900 **Rental Wireless Routers** – Wireless Gateway Equipment Rental

48866 **Dark Fiber Transmission** – Point-to-point direct fiber optic links, without electronics.

48869 **Fiber Bandwidth Connections** – Data connections between sites through fiber optic connections.

48872 **Common Carrier Telecom Services** – Communication services made available to any local school, library, health care or other institution supported under the Universal Service Administrative Company (USAC) within reach of current infrastructure.

NON – OPERATING REVENUES

41570 **Gas Piping Revenue** – Amounts charged for privately owned natural gas piping installed by FPUA.

41580 **Appliance Sales** – Natural gas appliances sold to customers and installed by FPUA for private operation and maintenance.

41670 **Gas Piping Labor and Materials** – Costs associated with the installation of privately owned natural gas piping.

41680 **Cost of Appliances Sold** – Cost of water heaters and other appliances sold to customers.

REVENUE DEFINITIONS

41720 **FMPA TCEC O&M Contract Revenue** – Reimbursement of costs associated with staffing the Treasure Coast Energy Center, received from Florida Municipal Power Agency. It is assumed that all TCEC costs will be reimbursed, and that this system operates at no net cost to FPUA.

41910 **Interest Income** – Interest earned on interest-bearing assets.

41950 **Net Change in Future Value of Investments** – The amount of the difference between the book value of an investment and its net realizable value.

42100 **Miscellaneous Non-Operating Income** – All non-operating revenues not specifically provided for in other accounts.

42110 **Gain on Property Disposition** – Gain on the sale, conveyance, exchange, or transfer of utility or other property to another.

42120 **Loss on Property Disposition** – Loss on the sale, conveyance, exchange or transfer of utility or other property to another.

42148 **Revenue for City Billing** – Monthly charge for sanitation billing services provided to the City of Fort Pierce.

49540 **Collection Allowance SLV** – Monthly charge for sanitation billing services provided to St. Lucie Village.

42200 **Grant Revenue** – Funds received from external agencies with specific restrictions and limitations on use and disbursement.

43400 **Extraordinary Income** – Gains of unusual nature and infrequent occurrence.

CAPITAL CONTRIBUTIONS

43701 **Contributed Capital Cash** – Capital received from developers or other agencies in the form of cash for the purpose of expanding or improving the utility operations.

43702 **Capital Improvement Charges** – Revenue designed to recover the capital costs associated with providing utility service(s) to new development(s).

43708 **Capital Improvement Charges MWRF** – Capital received from developers or other agencies in the form of cash designated specifically for projects that supports the relocation of the IWRF.

43750 **Contributed Capital Non-Cash** – Capital received from developers or other agencies in a form other than cash for the purpose of expanding or improving the utility operations.

OBJECT CODE DEFINITIONS

PERSONNEL SERVICES

1010 **Salaries & Wages** – Charges to this code are entered through the payroll system. Sick and vacation leave conversion, and standby pay are also charged to this code.

1020 **Overtime** – Charges to this code are entered through the payroll system.

CONTRACTUAL SERVICES

2110 **Advertising** – Costs of all types of advertising (e.g., classified, legal, informational and instructional, or promotional advertising). Media includes newspapers, periodicals, the yellow pages, direct mail, radio, etc. Purposes include employment openings, public hearings, internet services, natural gas services, etc.

2122 **Rentals** – Cost of all rentals (e.g., uniforms, tools, barricades, right-of-ways, alarm systems, building space, or scaffolding).

2131 **Maintenance of Structures** – Cost of repairs and improvements to, or maintenance of structures performed by outside vendors not under contract, (e.g., roof repairs, air conditioning repairs (not window units), door lock repairs, plumbing repairs, or painting). Improvements, maintenance or repairs performed by internal staff which become a permanent part of the structure are also coded here. Structures may not necessarily be FPUA owned.

2132 **Maintenance of Vehicles** – Cost of parts, supplies and/or repairs and maintenance of vehicles and forklifts performed by outside vendors, including maintenance under contract.

2133 **Maintenance of Equipment** – Cost of repairs and maintenance of equipment by outside vendors not under contract (e.g., pumps, motors, window unit air conditioners, or computer equipment). Also includes cost of fuel polishing and fuel treatment, if not under contract. Costs associated with the repair or maintenance are also charged to this code (e.g., postage, freight, or gasoline if an employee drives a significant distance to drop off or pick up the repaired equipment).

2139 **Maintenance/Service Contracts** – Services performed under an approved contract (e.g., repairs and maintenance of copiers, air conditioners, elevators, or fire extinguishers; tree trimming, welding, lawn maintenance, pest control, deep injection well mechanical integrity testing, or computer hardware and software maintenance), including services provided by the City of Fort Pierce, not provided for elsewhere. Vehicle repairs and maintenance performed under a contract should be coded to object code 2132, Maintenance of Vehicles.

OBJECT CODE DEFINITIONS

2140 **Postage** – Cost of mailing letters, bills, lab samples, and packages via U.S. Mail, Federal Express, UPS, etc. Postage or freight charges to mail parts or equipment for repairs are charged to object code 2133, Maintenance of Equipment.

2151 **Printing** – Any forms, cards, or booklets printed by outside printers. This includes, but is not limited to bills, bill inserts, door hangers, business cards and preprinted envelopes.

2161 **Professional Fees - Audit** – Fees paid to FPUA's independent CPAs for the annual audit.

2164 **Professional Fees - Consulting/Engineering** – Fees paid to consultants and engineers for services which will not result in a capital project (e.g., insurance consultant, rate consultant, or financial advisor).

2165 **Temporary Labor** – Labor services provided by temporary staffing agencies. Training provided by temporary personnel should be coded to object code 2170, Training.

2166 **Professional Fees - Other** – Fees paid, not under contract, to attorneys, architects, or others for microfilming and imaging, density tests, leak surveys/tests, Sunshine State One-Call, or information technology related services.

2170 **Training** – Costs incurred for seminars, schools, conferences, textbooks and materials which involve training; including all related travel expenses (e.g., accommodations, meals, gas, mileage, or airfare). Includes training provided by temporary personnel or other agencies. Memberships for the sole purpose of obtaining training or registration fees at discounted rates. Reimbursements to employees for approved educational expenses.

2171 **Travel** – Costs incurred for travel to meetings, conferences and trade shows that are not primarily instructional in nature, moving expenses, and interview travel. Includes gasoline purchased for out-of-town travel.

2172 **Car Allowance** – Monthly costs for car allowance; charges to this code are entered through the payroll system.

2190 **Communications** – Cost of telephone and fax service, Internet service providers, cable and satellite television service, and automatic vehicle locators.

2200 **Utilities** – Cost of electric, water, natural gas, wastewater, and garbage services paid to FPUA and other vendors.

2230 **Employee Relations** – Costs incurred for the benefit of employees, such as for the Christmas holiday luncheon, employee/volunteer appreciation events, retirement celebrations and gifts, Thanksgiving holiday awards, funeral flowers, and non-uniform FPUA-provided shirts, as approved by the Director of Utilities.

2240 **Business Relations** – Meals or other expenses related to the conduct of day-to-day business (e.g., lunches with executives discussing FPUA business, tickets for Chamber of Commerce, United Way, or Economic Development Council events or meetings).

OBJECT CODE DEFINITIONS

2250 **Community Relations** – Costs related to general public relations (e.g., educational videos, costs of informational field trips through FPUA facilities including refreshments, or hosting community related meetings).

2260 **Memberships - Professional** – Memberships in professional organizations (e.g., FMEA, AGA, AWWA, Midwest Energy Association, Florida Engineering Society, or National Safety Council), as well as costs associated with being commissioned as a notary.

2262 **Memberships - Civic** – Memberships in civic organizations (e.g., Economic Development Council, Chamber of Commerce, Kiwanis, Rotary, or Main Street Fort Pierce).

2290 **Billing - Housing Authority** – Rebate paid to the Fort Pierce Housing Authority (FPHA) for making utility payments to FPUA in one monthly check rather than FPUA having to collect payments from each individual FPHA tenant.

COMMODITIES

3311 **Office Supplies** – Items that cost less than $5,000, purchased for use in the office (e.g., pens, stationery, envelopes, staples, tape, pencils, chairs, file cabinets, toner cartridges, or paper).

3313 **Subscriptions** – Magazines, newspapers, periodicals, reference materials, or periodical/routine software updates. Subscriptions can be from online or printed sources.

3316 **Operating Supplies** – Items purchased or issued from inventory/stock for use in FPUA operations or maintenance of facilities (e.g., the purchase of software licenses, weed killer, safety equipment, radios, radio accessories, vests, signs, compression tools parts, flashlights, hats and other items with the FPUA logo, replacement parts for hand tools.) Meal allowances and restocking fees for purchase returns are charged to this code. Assets that do not meet the capitalization criteria are also coded here.

3320 **Chemicals** – Chemicals purchased for operations at the Water Treatment Plant, lift stations, and the Water Reclamation Facility.

3331 **Vehicle Supplies** – Costs of supplies, equipment, gasoline, oil, etc. for vehicles on FPUA business, as well as fuels used for emergency generators. This includes supplies needed for vehicle repairs and maintenance performed by in-house employees. Work performed by outside vendors is charged to object code 2132, Maintenance of Vehicles.

3340 **Small Tools** – Small tools purchased that cost less than $5,000, (e.g., hammers, screwdrivers, shovels, wrenches, saws, drills, sanders, or bolt cutters). Power tools are also included here. Tools that cost more than $5,000 should be charged to capital codes. Replacement parts are charged to object code 3316, Operating Supplies.

OBJECT CODE DEFINITIONS

3360 **Purchases for Resale** – Electricity, natural gas, water, and internet services purchased for resale to FPUA customers.

FIXED AND SUNDRY

4010 **Cost of Goods Sold** – Cost of merchandise sold at the Manatee Observation & Education Center.

4015 **Sales Discounts** – Discounts offered at the Manatee Observation & Education Center.

4020 **Cash (Over) Short** – Cash overages and shortages.

4050 **Retirement** – The employer's portion of the contribution made to the City of Fort Pierce Retirement & Benefit System on behalf of FPUA employees.

4060 **FICA** – The employer's portion of Social Security and Medicare paid to the US Treasury Department on behalf of FPUA employees.

4070 **Employees' Insurance** – The employer's cost of the amount paid for employees' health, life, AD & D, vision and dental insurance. Also includes vaccines for employees.

4080 **Employee Suggestions & Awards** – Compensation paid to employees for suggestions to improve FPUA operations, service awards, and safety awards.

4090 **Vacation Pay Expense** – The increase or decrease in the dollar value of vested vacation time accrued by employees. This adjustment is computed annually, at the end of each fiscal year.

4100 **Sick Pay Expense** – The increase or decrease in the dollar value of vested sick leave benefits accrued by employees. This adjustment is computed annually, at the end of each fiscal year.

4110 **Net OPEB Expense** – The actuarially determined normal cost of post employment healthcare benefits, plus the portion of the unfunded actuarial accrued liability amortized in the current period.

4509 **Other Taxes** – Non-ad valorem assessments on real property paid to St. Lucie County.

4510 **Gross Receipts Tax** – A tax on electric and natural gas gross receipts, less allowable exemptions, paid to the State of Florida.

4520 **Licenses & Permits** – Licenses necessary to operate FPUA facilities (e.g., water/wastewater permits, FEC annual Crossing fees, FPSC regulatory assessment fees, P.E. licenses, industrial certifications, operator certifications, maintenance of traffic certifications, or building permits for customer installations).

4531 **Contributions - Civic** – The contribution made toward the Manatee Observation and Education Center's operations, as well as to other civic organizations.

OBJECT CODE DEFINITIONS

4600 **Workers' Compensation** – Premiums, deductibles and expenses paid under Workers' Compensation laws.

4610 **Property & Liability Insurance & Claims** – This code is used for premiums paid to insurance companies for property and liability policies, and the surety bond for the Director of Financial Services. Losses not covered by insurance, as well as expenses incurred in the settlement of claims, are charged to this code. Reimbursements from insurance companies or others for losses and expenses charged hereto shall be credited to this account.

4640 **Unemployment Claims** – Paid to the State of Florida for direct unemployment claims made by employees who have left FPUA employment.

4666 **Inventory Adjustments** – Adjustments to the inventory system for shortages and overages of inventory, based on actual counts. Write-down or write-off of obsolete inventory items are also charged to this code.

4700 **Utility Bad Debt Expense** – Write-offs of utility accounts receivable that are over 90 days past due. Payments on these accounts are credited to this code.

INTEREST EXPENSES

5710 **Storm Expenses** – Costs associated with preparation immediately before and restoration after hurricanes or other natural disasters.

5721 **Interest - Bonds** – Interest expense paid on bonds issued by FPUA.

5723 **Interest - Deposits** – Interest expense paid on customer utility security deposits.

5729 **Interest - Other** – Interest paid on refunds or late fees.

5730 **Bank Charges** – Charges by various banks for paying principal and interest on bonds issued by FPUA and bank service charges for maintenance of checking accounts, credit card and electronic check charges.

5731 **Amortization of Bond Discounts** – Allocation of bond discount and deferred charges over the lives of bonds issued by FPUA.

MISCELLANEOUS EXPENSES

9000 **Distribution to City of Fort Pierce** – Each year, FPUA pays to the City of Fort Pierce an amount equal to 6% of gross revenues, as defined by Article XII, Sec. 178(d) of the City Charter, derived from the operation of the utilities for the preceding fiscal year, unless the City Commission, by majority vote, agrees to accept a lesser percentage.

OBJECT CODE DEFINITIONS

9005 **Duplicate Charges** – Electric bills for the Electric System are credited to this code and are not considered revenues.

9010 **Contingency** – Funds set aside for emergencies, which are only used when approved by the FPUA Board.

9030 **Depreciation** – Allocation of the cost of capital assets over their estimated useful lives.

9050 **Extraordinary Expense** – Expenses that are deemed to be unusual in nature and whose occurrence is deemed to be infrequent.

GLOSSARY, ABBREVIATIONS & ACRONYMS

AADF – Annual Average Daily Flow

ACFR –Annual Comprehensive Financial Report

Accrual – The method of accounting that recognizes income when earned and expenses when incurred regardless of when cash is received or disbursed.

Accretion – The incremental increase in the value of FPUA's Capital Appreciation Bonds charged to interest expense over the life of the bonds.

AGA – American Gas Association

AMI – Advanced Metering Infrastructure

Amperes – is the base unit of electric current

Amortization - The incremental decrease in the value of FPUA's Capital Appreciation Bonds charged to interest expense over the life of the bonds.

APPA – American Public Power Association

Appropriation – Money that has been set aside for a specific use.

ARC/FM – A suite of custom programs, specifically designed for utilities, and built on top of ESRI's ArcGIS platform. It offers specialized tools geared toward this industry, and incorporates a logical network for improved utility tracing.,

ArcGIS – A family of geographic software used to view, edit, create, and analyze geospatial data.

ARP – FMPA's All Requirements Power Supply Project.

Asset – Property that has value.

Audit – A complete and careful examination of FPUA's books to insure compliance with all accounting and governmental accounting policies.

AVL – Automatic Vehicle Locators

AWWA – American Water Works Association

Balanced Budget – A budget in which projected expenses for a set period are matched by projected revenues for the same period.

BLKT – Blanket Capital Project

Bonded Debt – Debt evidenced by bonds and collateralized by pledge of and first lien on the net revenues of the combined systems carrying varying interest rates and due dates.

BRC – Budget Review Committee

Btu – British thermal unit is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.

GLOSSARY, ABBREVIATIONS & ACRONYMS

Budget – A financial plan, generally for one fiscal year, presenting proposed expenses and an estimate of the necessary sources of funds; the Budget Document, as prepared and presented to the governing body.

Budgetary Control – The control of revenue and expense, and of changes in assets and liabilities, through the use of planning and forecasting methods.

CABs – Capital Appreciation Bonds

CAIDI – Customer Average Interruption Duration Index measures the average repair time experienced by the average customer during an interruption.

CAPEX – Capital Expenditures

Capital Asset – Property having a useful life in excess of three years, with a unit cost of $5,000 or more which includes additions, replacements or improvements to land, buildings, structures, equipment, and facilities.

Capital Budget – The portion of the budget devoted to proposed additions to capital assets.

CBS – Core Business System

CCF – One hundred cubic feet of natural gas

CIA – Contribution-in-Aid is cash or property contributed to the utility for specific capital projects funded in whole or in part by outside agencies.

CIC – Capital Improvement Charge is capital derived from developers and customers for improvements to their property. This source of funding is spent on capital which provides for growth and expansion.

CIP – Capital Improvement Plan is a planning tool which identifies anticipated future capital needs for the upcoming five-year period.

Component Unit – A government component unit is a legally separate organization for which the elected officials of the agency are financially accountable.

Contingency – Budgetary reserve set aside which is not earmarked for a specific purpose and may be used for emergencies or unforeseen costs during a budget year.

Capital Contributions – Cash or non-cash contributions of, or toward the purchase or construction of, capital assets. Capital Improvement Charges and Contribution-in-Aid are specific types of cash Capital Contributions.

CGFO – Certified Government Finance Officer

CLEC – Competitive Local Exchange Carrier

DART Rate (Days Away/Restricted or Job Transfer Rate) –The rate represents the number of recordable incidents per 100 full-time employees that resulted in lost or restricted days or job transfer for a calendar year.

GLOSSARY, ABBREVIATIONS & ACRONYMS

Debt Service – The principal repayment and interest expense associated with the retirement of outstanding debt.

Demand – The amount of electricity a customer or class requires from the system at a certain point in time.

Depreciation – The periodic allocation of the cost of a capital asset over its useful life. Depreciation is a non-cash expense.

DIW – Deep Injection Well

DEP – Department of Environmental Protection

DROP – Deferred Retirement Option Program. Program that allows an employee who is eligible to retire and receive benefits under the defined benefit plan elects to continue working for a defined period. No additional service credit is earned toward the defined benefit pension formula. The retirement benefits are made to a tax sheltered account and invested during the DROP period.

EAF – Equivalent Availability Factor is a measure that indicates the percentage of time an electric power generating unit was available for service during a period.

Effluent – The outflow of water from wastewater treatment plant that is basically the end product of the treatment process.

Enterprise Fund – A fund established to account for operations 1) that are financed and operated in a manner similar to business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or 2) where the governing body has decided the periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, and accountability for other purposes.

EPA – Environmental Protection Agency is an agency of the US federal government; created to protect human health and the environment.

ESC – Energy Services Center is an operations facility located at 1701 S. 37th Street, Fort Pierce which also serves as the FPUA Emergency Command Center during a storm or other emergency.

ESRI – Environmental Systems Research Institute

Expense – A use of financial resources to acquire goods or services consumed in a single year's current operations.

Extraordinary Items – Items distinguished by their unusual nature and by the infrequency of their occurrence.

FA – Fixed Asset

FAA – Federal Aviation Administration

FAC – Florida Administrative Code

GLOSSARY, ABBREVIATIONS & ACRONYMS

FDIC – Federal Deposit Insurance Corporation

FDEP – Florida Department of Environmental Protection

FDOT – Florida Department of Transportation

FEMA – Federal Emergency Management Agency

FERC – Federal Energy Regulatory Commission is an independent federal agency within the Department of Energy with regulatory authority over wholesale electric and natural gas and which prescribes a type of accounting for electric and gas utilities.

FGFOA – Florida Government Finance Officers Association

FGU – Florida Gas Utility

Florida Lineman Competition – Competition where public power lineworkers come together from all over the region to demonstrate their skill and knowledge in the craft of line work. At the Competition, journeyman and apprentices can compete for professional recognition, attend training courses and practice essential skills in a safe environment.

Floridan Aquifer – A source of water supply used for drinking water located approximately 1,000 feet underground.

Floridan Wells – Deep wells drilled for the specific purpose of accessing the Floridan Aquifer.

FM – Force Main

FMEA – Florida Municipal Electric Agency

FMPA – Florida Municipal Power Agency

FPL – Florida Power & Light Company

FPRA – Fort Pierce Redevelopment Agency

FPSC – Florida Public Service Commission

FPUA – Fort Pierce Utilities Authority

FRCC – Florida Reliability Coordinating Council, Inc.

Frequency (Injury/Illness Incidence Rate) – The rate represents the total number of injuries and illnesses per 100 full-time employees for a calendar year.

FTE – Full Time Equivalent

Fund – In governmental accounting, a sum of money, and often other assets constituting a separate accounting entity, created and maintained for a particular purpose and having transactions subject to legal or administrative restrictions. The double-entry accounts are self-balancing, from which a balance sheet and operating statement may be prepared. A separate budget is provided for each fund.

Funds – Cash, securities, or other liquid assets available to be expended for other uses such as operating expenses, debt retirement, capital outlays, etc.

GLOSSARY, ABBREVIATIONS & ACRONYMS

FY – Fiscal Year is the budget year which runs from October 1 through September 30.

GAAP – Generally Accepted Accounting Principles which include the standards, conventions, and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements.

GASB – Governmental Accounting Standards Board

Gbps – Gigabit per second; each gigabit is equal to 1000 megabits or 1,000,000,000 bits.

General Service – Revenue derived from a nonresidential customer.

GFOA – Government Finance Officers Association

GIS – Geographical Information System

GPON – Gigabit Passive Optical Network is a point-to-multipoint fiber-lean architecture network system which uses passive splitters to deliver signals to multiple users.

GPS – Global Positioning System

GRC – Guaranteed Revenue Charge is a fee imposed on developers in return for system expansion, where the demand for capacity is reserved for their future site expansions.

GSF – The Gross Square Footage indicator is expressed as a ratio of annual facilities maintenance operating expenses to the gross square feet of the facilities.

GUE – The Gross Utility Expense Index is expressed as a ratio of annual facilities maintenance operating expenses to the gross utility expenses.

IP – Internet Protocol

IPP – Industrial Pre-treatment Program is a regulatory program established by the Clean Water Act requiring the pretreatment of wastewater from industries to prevent the introduction of pollutants that will pass through the treatment works or cause interference with the operation of FPUA's Water Reclamation Facility.

IPTV – Internet Protocol television

ITB – Invitation to Bid An invitation to contractors or equipment suppliers, through a bidding process, to submit a proposal on a specific project to be realized or product or service to be furnished.

IVR – Interactive Voice Response

IW – Deep Injection Well is a device that places fluid (water) deep underground into porous rock formations or below the shallow soil layer.

IWRF – Island Water Reclamation Facility

kV – Kilovolt is equal to 1,000 volts.

GLOSSARY, ABBREVIATIONS & ACRONYMS

kVA – Kilovolt Amperes is a basic measure of electrical power. It is equal to 1,000 volt-Amperes which is defined as the apparent power carried by FPUA's electric utility plant to deliver the real power (measure in kilowatts – kW) needed by its customers. In alternating current (AC) circuits, the voltage and current are typically out of phase with each other causing the apparent power to be greater than the real power. This phase difference is commonly known as power factor (pf). kW is equal to kVA multiplied by the power factor [kW=kVA x pf].

kW – Kilowatt is a measure of electric power equal to 1,000 watts.

kWh – Kilowatt Hour is a measure of electric power consumption equal to that expended by one kilowatt of energy flowing for one hour.

L-BAR – L-Bar measures the average length of a single outage or service interruption.

Liability – Debt or other legal obligation arising out of a transaction in the past, which must be paid, renewed, or refunded at some future date.

LPSS – Low Pressure Sewer System

LS – Lift Station

MAIFI – Momentary Average Interruption Frequency Index event is the average number of momentary interruptions that a customer would experience during a given period (typically a year).

MBPS – Megabits per second; each megabit is equal to 1 million bits.

MCC – Motor Control Center

MG – Million gallons

MGD – Million gallons per day

MVA – Mega Volt-Amp rating of the transformer is equal to the product of primary current in amps and Primary voltage in volts divided by 1,000,000

MW – Megawatt is a measure of electric power equal to 1,000,000 watts or 1,000 kilowatts.

MWh – Megawatt hour is a measure of electric power consumption equal to one megawatt of energy flowing for one hour.

Miscellaneous Service Revenue – An amount designed to recover some of the fixed costs of providing service, whether or not any energy or gas is consumed, or water used, such as disconnect, reconnect, or temporary service fees.

MMBtu – Unit of heat equivalent to 1,000,000 Btu

MOEC – Manatee Observation and Education Center

GLOSSARY, ABBREVIATIONS & ACRONYMS

MSBU – Municipal Service Benefit Unit is a legal financing method wherein the County establishes a special district, by majority consensus of the property owners, to fund a desired improvement which will benefit those property owners. Municipal Services Benefit Unit is a financing method wherein St. Lucie County establishes a special district to allow a group of citizens to fund a desired improvement, such as providing City water, by majority consensus (51% approval) of the property owners contained in the assessment area. This process allows the property owner to finance the amount of the assessment over a period of time, generally 10 to 15 years, depending on the project cost and type of improvements. The assessment appears annually on the property tax bill as a non-ad valorem tax.

MWRF – Mainland Water Reclamation Facility

Net Metering – Net metering is a service that permits customers to offset part or all of their electric needs with their own renewable generating systems. Net metering promotes the development of renewable energy by allowing customers to use their own generation on-site, and to sell any excess generation to their electric utility.

NERC – North American Electric Reliability Corporation

NESC – National Electric Safety Code

NG – Natural Gas

NOC – One or more locations from which network monitoring and control, or network management, is exercised over a computer, telecommunication or satellite network.

NPDES – National Pollutant Discharge Elimination System

Object Code – An account to which an expense is recorded in order to accumulate and categorize those expenses.

OLT – The Optical Line Terminal is an aggregation device located typically at a Data Center that allows technologies such as GPON and P2P broadband services to be deployed.

O&M Budget – Operations and Maintenance Budget is the budget covering annual revenue and expense.

OMS – Outage Management System; a computer system used by operators of electric distribution systems to assist in restoration of power.

OPEB – Other Post-Employment Benefits are benefits other than pension benefits which are provided for separately for employees no longer employed.

OSHA – Occupational Safety and Health Administration

OSP – Open Settlement Protocol, a client-server protocol that manages access control, accounting, usage data and inter-domain routing to make it easier for Internet service providers to support IP telephony

OT – Operational Technology

GLOSSARY, ABBREVIATIONS & ACRONYMS

PCA – Power Cost Adjustment is a portion of the total monthly electric usage charge; adjusts the bill so the bill includes the estimated purchased power costs for the period plus any true-up ± from previous periods.

P.E. – Professional Engineer

Personnel Services – Costs related to compensating employees including salaries and wages, and overtime.

PGA – Purchased Gas Adjustment is a portion of the total monthly gas usage charge; adjusts the bill so the bill includes the estimated purchased gas costs for the period plus any true-up ± from the previous periods.

PGP – Public Gas Partners, Inc. is a Georgia not-for-profit corporation whose mission is to acquire reliable and economical long-term gas supplies for participating agencies and large public natural gas or power systems. PGP was formed to secure gas supplies through reserve acquisitions and/or secure prepayments and also may acquire storage assets and other strategic assets.

PHF – Peak-Hour Flow refers to the highest wastewater flow level recorded in a given hour.

PSC – Florida Public Service Commission

POA – Purchase Order Authorization

Resolution – A formal decision adopted by the board, after voting, to proceed with an action or course of action, method or procedure.

Restricted Assets – Generally cash and other liquid assets restricted as to use by legal constraints such as bond covenants.

Revenue – Proceeds from the sale of commodities and services, interest earnings, and rents.

Revenue Bonds – Securities for which debt service payments are generated from a specific revenue source.

RFP – Request for Proposal A document that an organization posts to elicit a response – a formal bid – from potential vendors for a desired IT solution

RFQ – Request for Quote A business process in which a business solicits quotes from select suppliers and contractors for a specific task or project.

R&R – Renewal & Replacement

RO – Reverse osmosis

SAIDI – System Average Interruption Duration Index which measures the average duration of the interruptions for the average customer.

SAIFI – System Average Interruption Frequency Index which measures the average frequency of interruptions for the average customer.

GLOSSARY, ABBREVIATIONS & ACRONYMS

SCADA – Supervisory Control and Data Acquisition System, a computer system used to control and monitor lift stations; electric, gas, and water transmission and distribution; water wells; and wastewater collection.

Severity (Lost Workday Incidence Rate) –The rate represents the number of lost days experienced as compared to the number of incidents experienced per 100 full-time employees in a calendar year.

SFWMD – South Florida Water Management District

SHRM-CP – Society for Human Resource Management Certified Professional

Smart City – An urban area that uses different types of electronic methods and sensors to collect data. Insights gained from that data are used to manage assets, resources and services efficiently: in return, that data is used to improve the operations across the city.

STD – Standard Capital Project

Specific Authorization – A contract for professional services as defined by the Consultants' Competitive Negotiation Act.

Strategic Management – A type of management to determine mission, vision, values, goals, objectives, roles and responsibilities, timelines, etc.

Surficial Aquifer – A source of water supply used for drinking water located approximately 100 feet underground.

Surficial Wells – Wells drilled to approximately 100 feet deep to access the Surficial Aquifer.

T&D – Transmission and Distribution

TCEC – Treasure Coast Energy Center

TCMF – Treasure Coast Manatee Foundation

UG – Underground

UPS – Uninterruptible Power Supply

VAC-CON – Vacuum truck used for sewer cleaning.

VAR – Voice Activated Response

Vehicle Accident Rate – Number of accidents/total number of vehicles (includes not at fault)

Virtual Stack – Technology that provides centralized management for up to 10,000 switch ports. Unlike traditional physical stack, virtually stacked switches do not require a physical connection.

VoIP – Voice-over Internet Protocol

VPN – Virtual Private Network

XGS-PON – The next generation of a Passive Optic Network. It can provide systematical speeds of up to 10Gps. This is almost 5 times the speed of GPON.


FPUA
COMMUNITY PROUD

City Commission Day Meeting - 9:00 a.m. **11. a.**

Meeting Date: 08/12/2024

Re: A Recommendation of the Keep Fort Pierce Beautiful Advisory Board to Implement an Education Campaign on Littering and Recycling

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

SUBJECT:

Recommendation of the Keep Fort Pierce Beautiful Advisory Board to Implement an Education Campaign on Littering and Recycling

SUMMARY:

To help achieve the City's strategic goals of beautifying and serving the community, it is advised that a public education campaign be launched by the City. This campaign would focus on educating the public about the importance of proper trash disposal and recycling and the detrimental effects of littering on the community, affecting areas such as the local economy, environment (such as land and water), public health, and safety. This initiative would play a crucial role in addressing behaviors contributing to the City's littering concerns.

Details of community engagement and communication strategies are included in the attached Memo.

RECOMMENDATION:

The Keep Fort Pierce Beautiful Advisory Board recommends approval to implement an education campaign on littering and recycling.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

Keep Fort Pierce Beautiful Advisory Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Memo_Education Campaign on Litter and Recycling

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/22/2024 04:11 PM

Form Started By: Marsha Commond Started On: 07/17/2024 03:25 PM

Final Approval Date: 07/24/2024

TO : Honorable Mayor and Members of the City Commission

FROM : Keep Fort Pierce Beautiful Advisory Board

RE : **Recommendation to Implement an Education Campaign on Littering and Recycling**

DATE : August 5, 2024

To help achieve the City's strategic goals of beautifying and serving the community, it is advised that a public education campaign be launched by the City. This campaign would focus on educating the public about the importance of proper trash disposal and recycling and the detrimental effects of littering on the community, affecting areas such as the local economy, environment (such as land and water), public health, and safety. This initiative would play a crucial role in addressing behaviors contributing to the City's littering concerns.

To ensure effectiveness, the City should consider utilizing diverse platforms for the education campaign, including language options for non-English speakers. Communication and community engagement strategies include, but are not limited to:

- Placing anti-littering signs at strategic locations
- Providing incentives for compliance
- Distributing educational materials like digital and print flyers and brochures.
- Creation of unique educational videos or commercials.
- Establishing an anti-littering marketing brand
- Creation of decals and stickers for vehicles and other products
- Engaging with the business community, (e.g. business sponsorships for activities)
- Sending out physical mailings and utilizing the city's email notification system.
- Leveraging all City social media platforms for outreach
- Collaborating with local schools and colleges (e.g. environmental programs)
- Utilizing City events and sponsored events for public communication and education.
- Incorporate details about the city's littering ordinance into the message.

Staff should collaborate across departments and agencies to create a plan outlining the timeline and required resources for successfully executing the campaign.

Goal 1 – Serve the Community
Goal 4 – Beautify Our Community

City Commission Day Meeting - 9:00 a.m. **11. b.**

Meeting Date: 08/12/2024

Re: King's Landing - Second Amendment

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Discussion and direction regarding the Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

SUMMARY:

Audubon Development has been notified by the City and the FPRA that it is in default of the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto. A Notice of Default was sent to Audubon Development by the City Manager on March 21, 2024 due to the failure of Audubon Development to submit the application for building permits or DPCR approval for Phase 2 by the March 18, 2024 deadline to do so. Audubon subsequently requested an extension of the cure period, which was granted by the City Commission and the FPRA. The cure period was extended to June 4, 2024. Audubon Development failed to apply for the required building permits or DPCR approvals during the extended cure period and continues to be in default. Additionally, on June 16, 2024, pursuant to the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto, Audubon Development is required to Commence Construction on Phase 2. Audubon was previously granted 45 days to enter into a Joint Venture Agreement with Harbert Realty Services, LLC. A Joint Venture Salient Terms Agreement was received within that time period. Audubon has requested 90 days' due diligence period to form the Joint Venture.

Audubon Development has requested a Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

Attachments

Amended and Restatement Agreement for Development of King's Landing

First Amendment to the Amended and Restated Agreement for Devleopment of King's Landing

Notice of Default

Audubon's Response to the Notice of Default

Audubon's Request to Extend Cure Period

Letter to Audubon Granting Cure Period Extension

Letter regarding remediation
Remediation Invoices
Kings Landing MOU
Harbert Realty Services Letter
Audubon and Harbert Joint Venture Terms

Form Review

Form Started By: Linda Cox
Started On: 05/22/2024 01:52 PM
Final Approval Date: 08/02/2024

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

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

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

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

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

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

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

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

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

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

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

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

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

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

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

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

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

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

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

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

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

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

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

To City of Fort Pierce:

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

With a copy to:

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

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

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

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

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

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

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

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

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

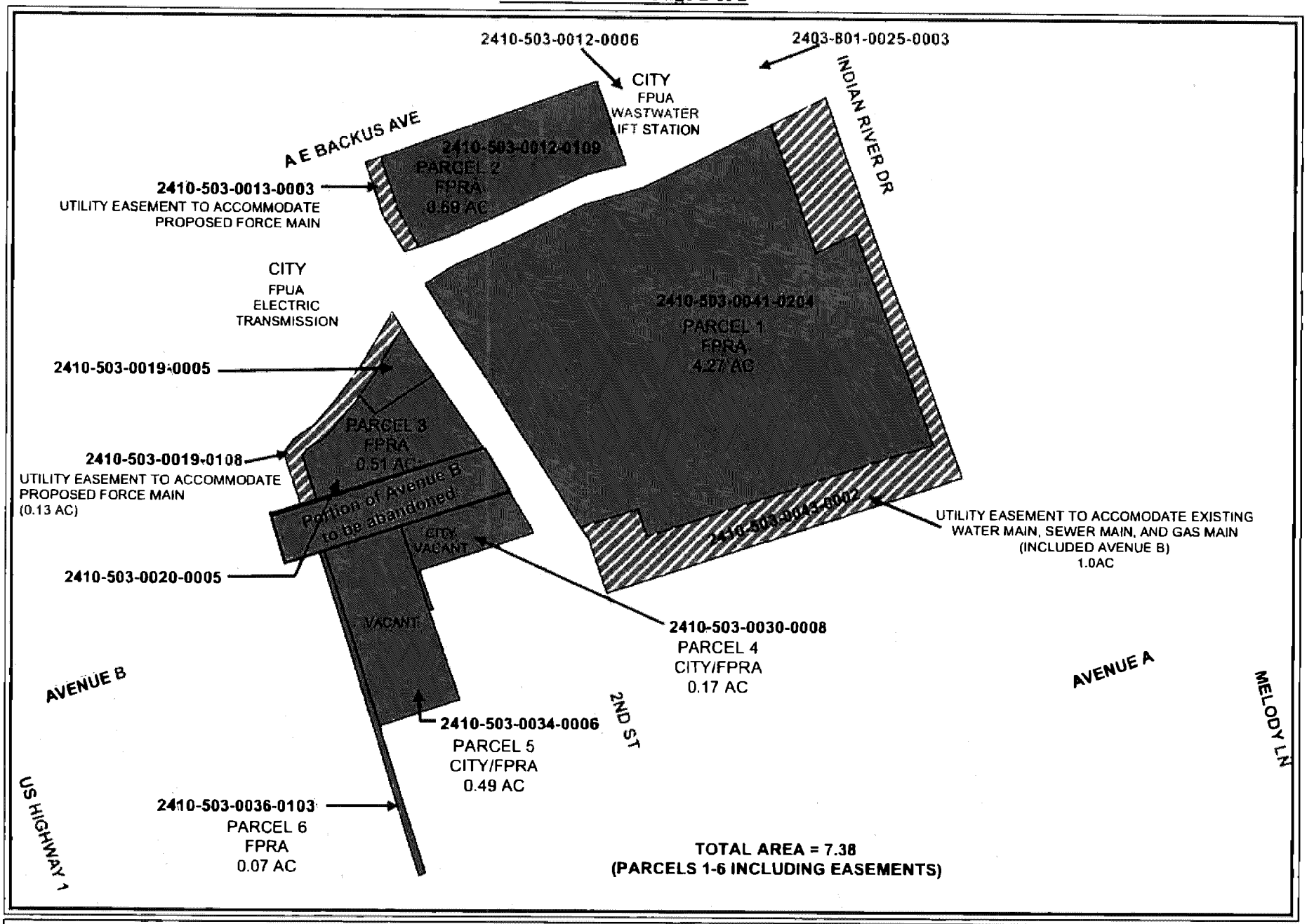
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

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

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

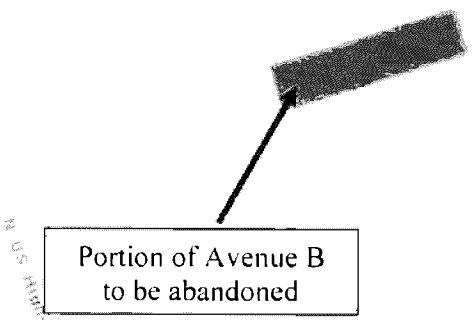


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

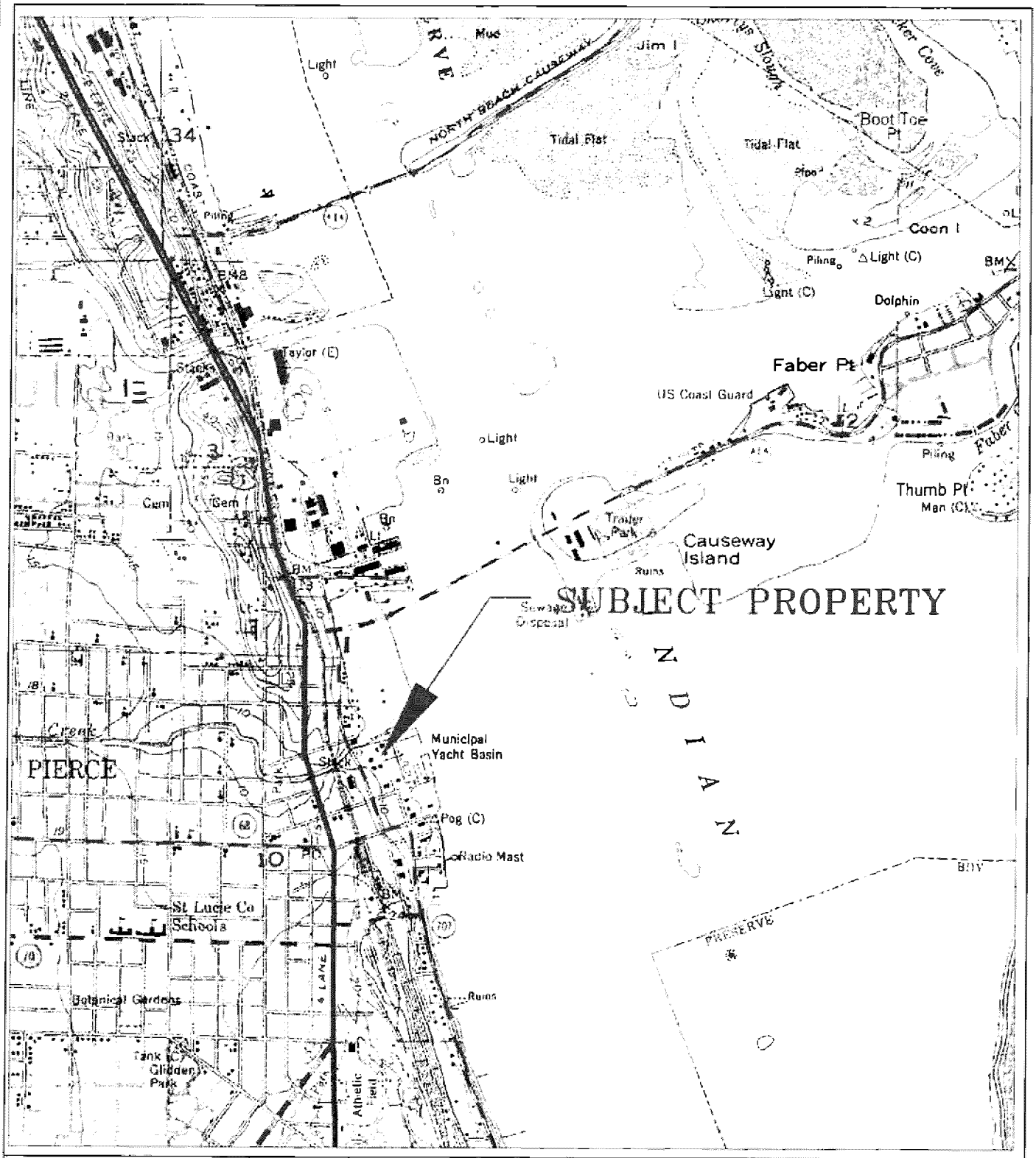
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

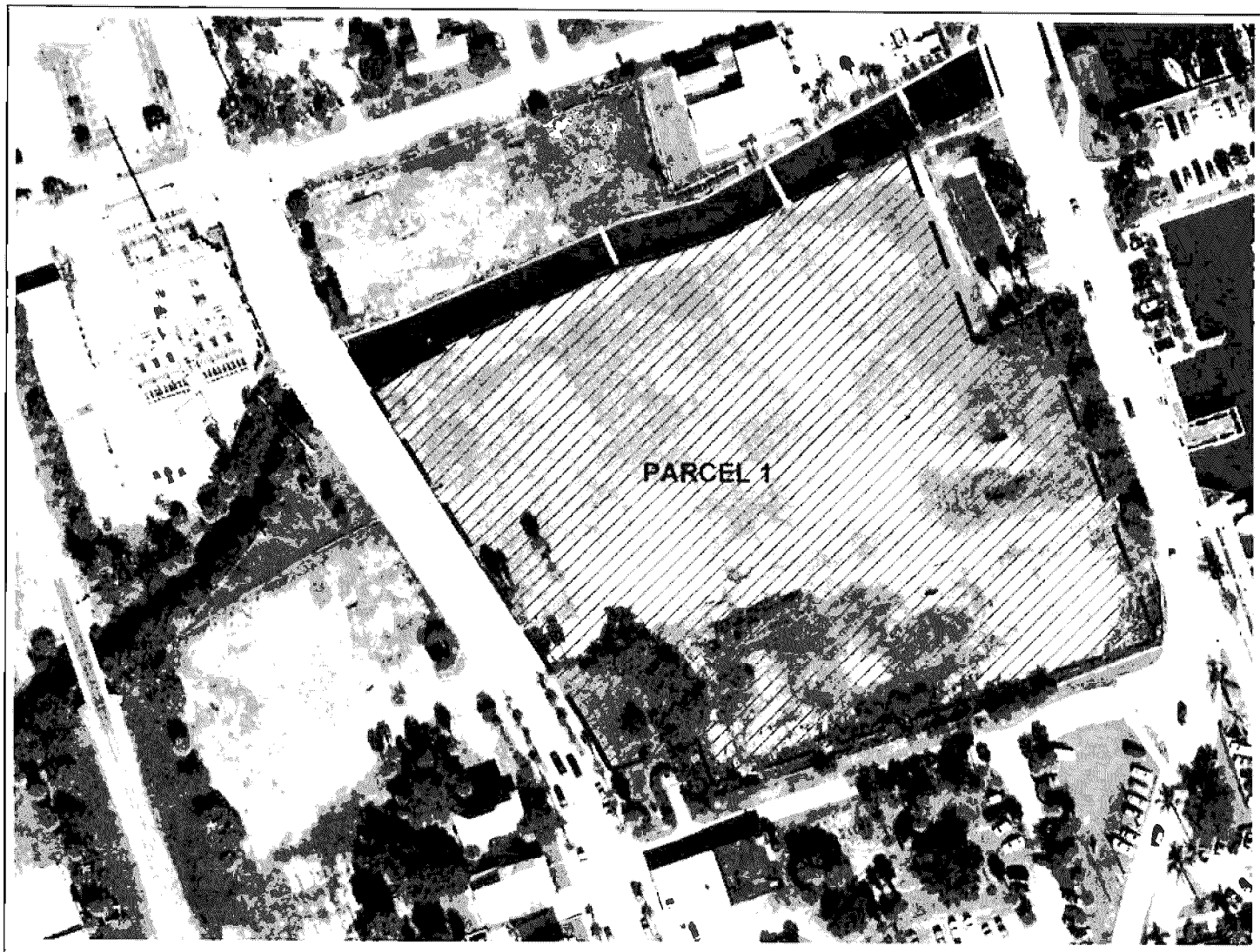


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

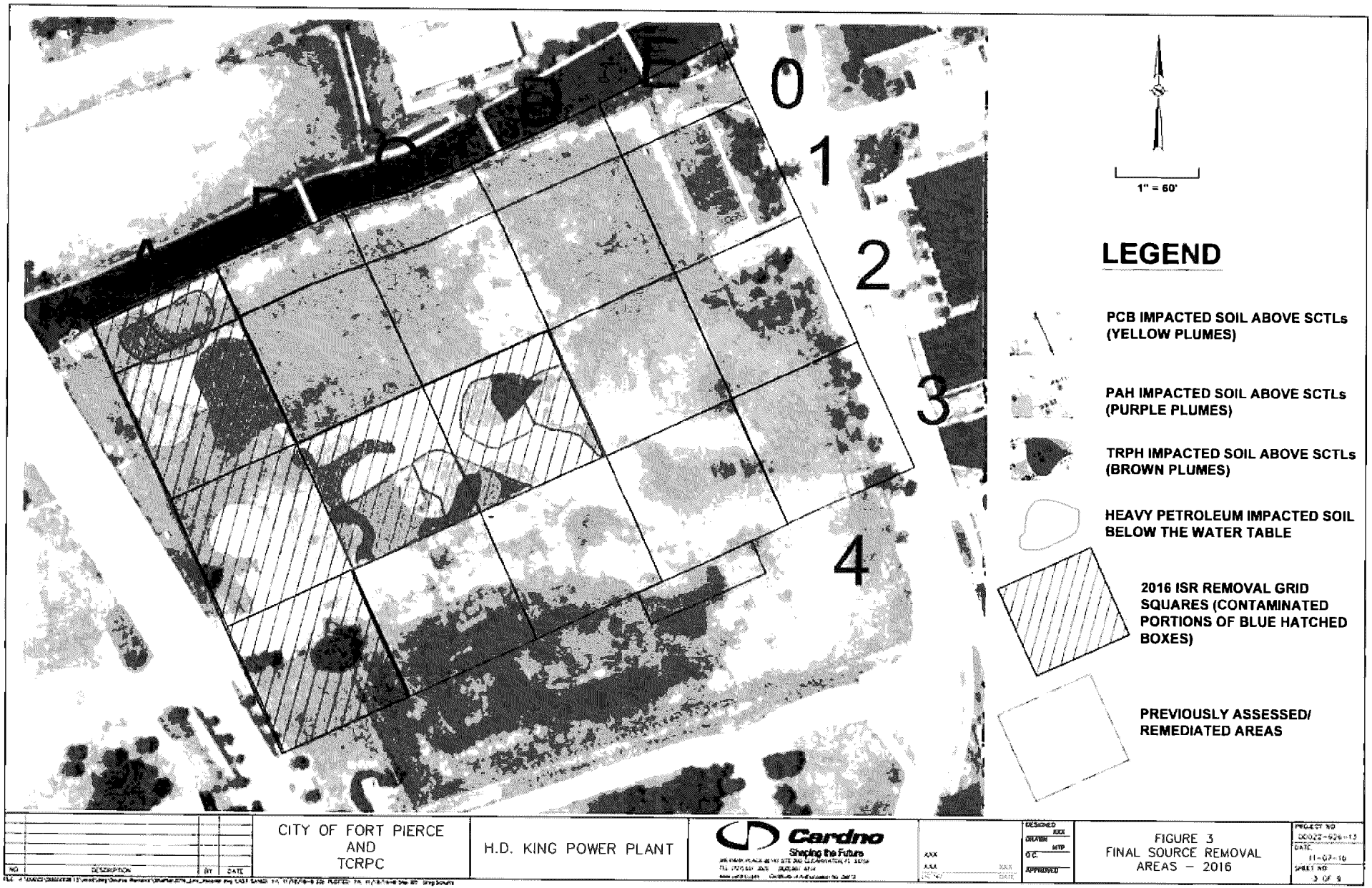
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

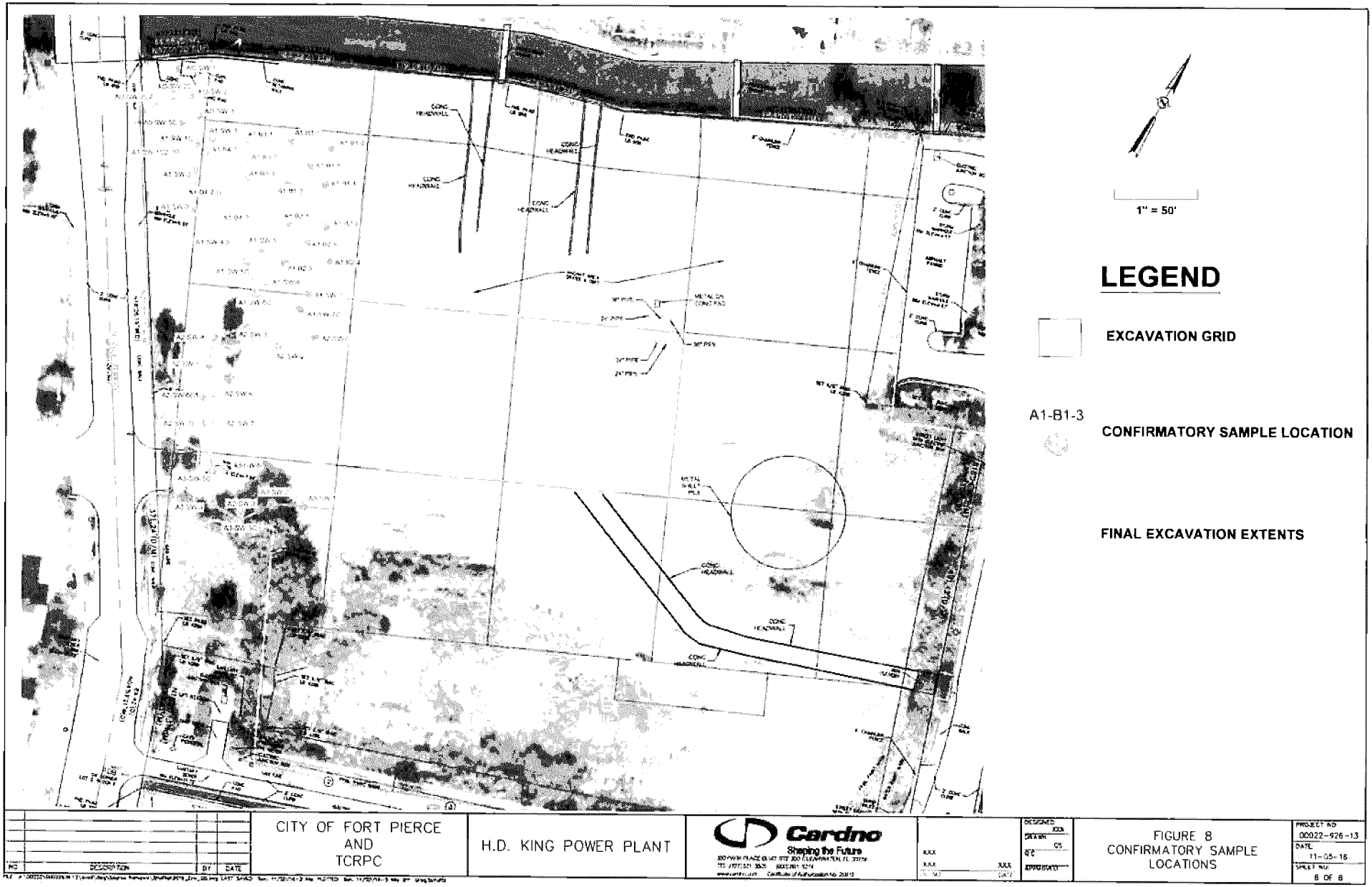


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

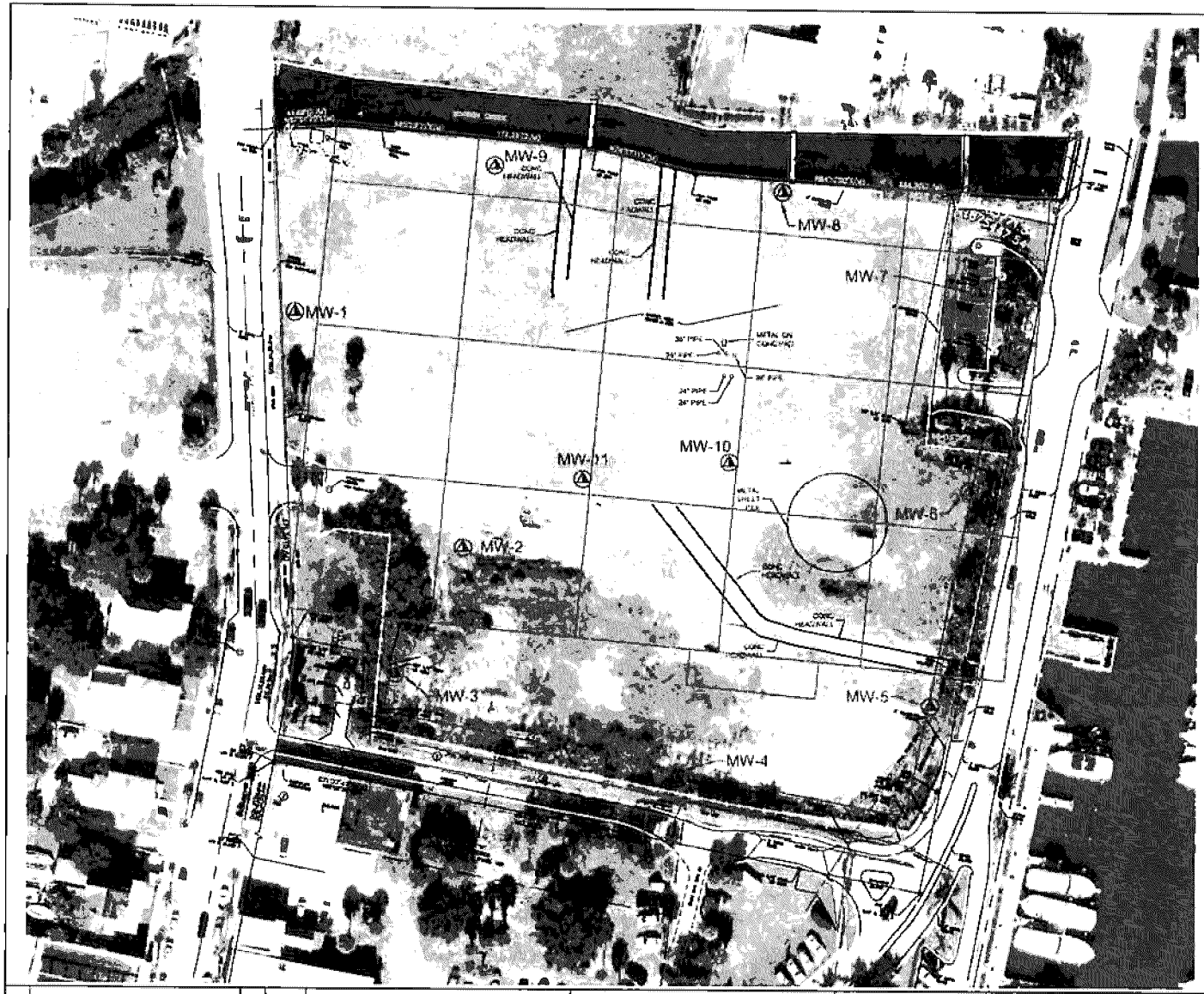
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

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

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

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

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, 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 THE 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.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

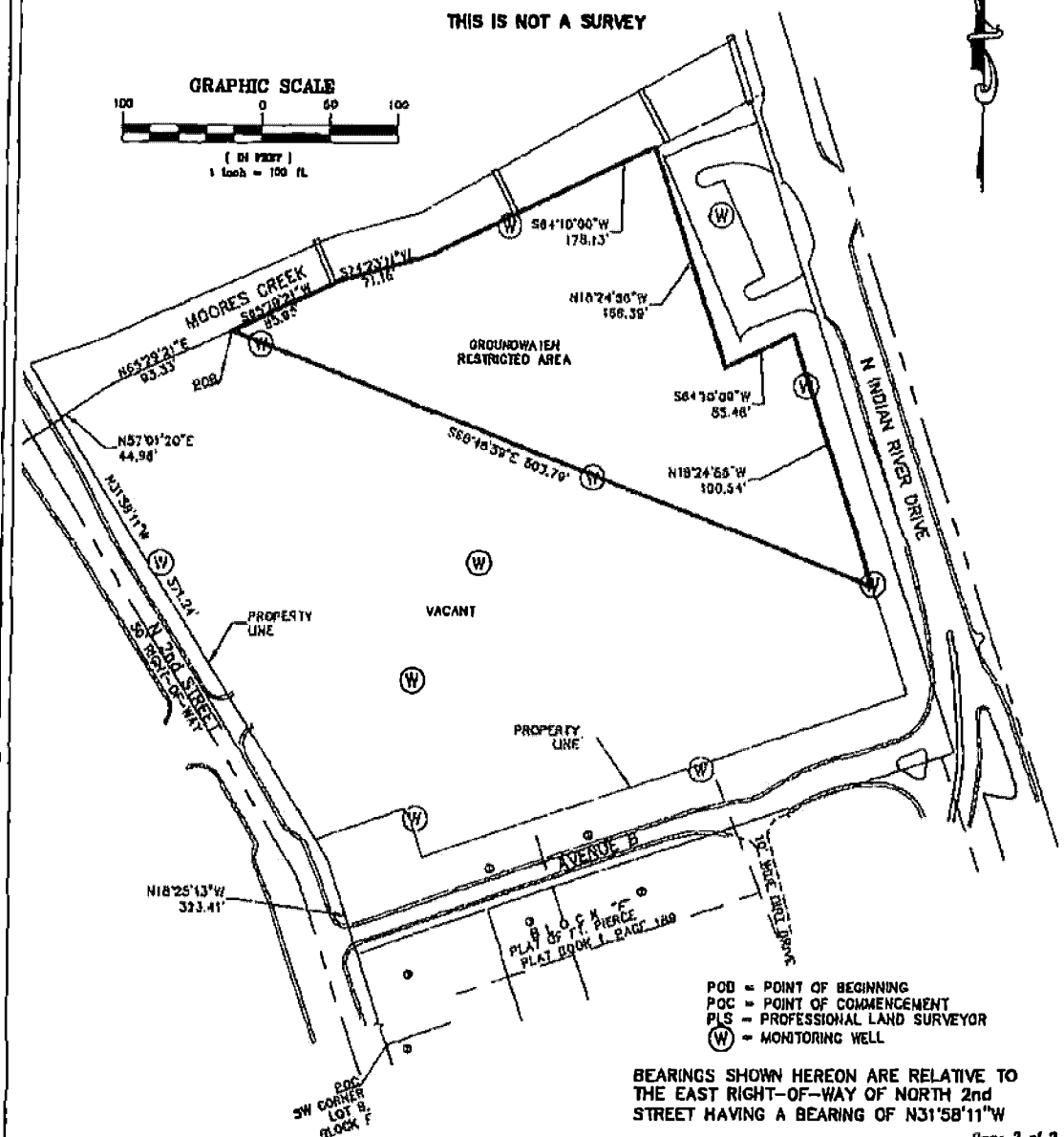
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

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

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

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

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

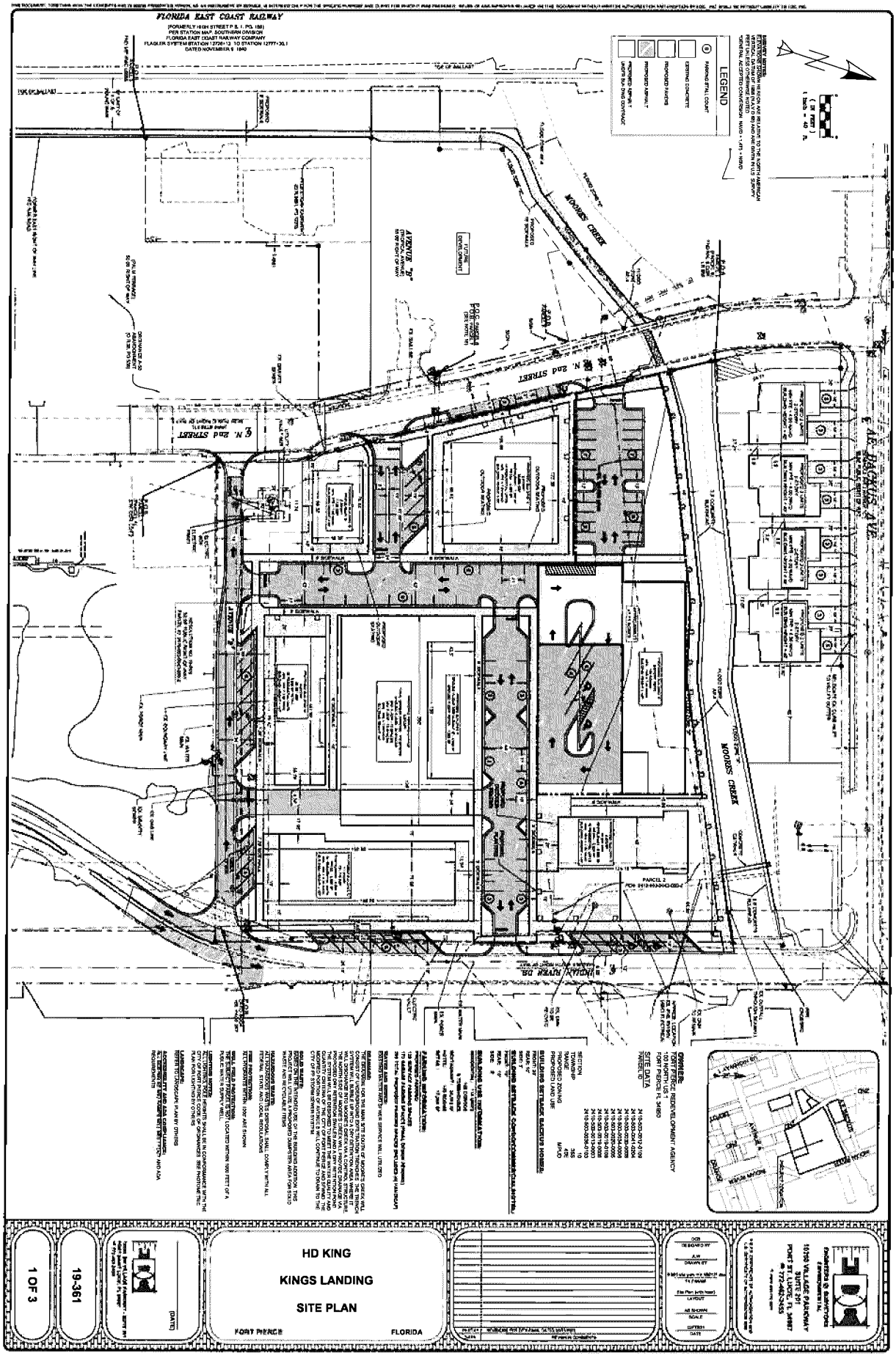
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Earley
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

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Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER' S OFFICE Florida

March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

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

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

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Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
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Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
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Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

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

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

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

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

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

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

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

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

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

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

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

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

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

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

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

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

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

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

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

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

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

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

To City of Fort Pierce:

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

With a copy to:

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

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

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

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

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

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

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

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

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

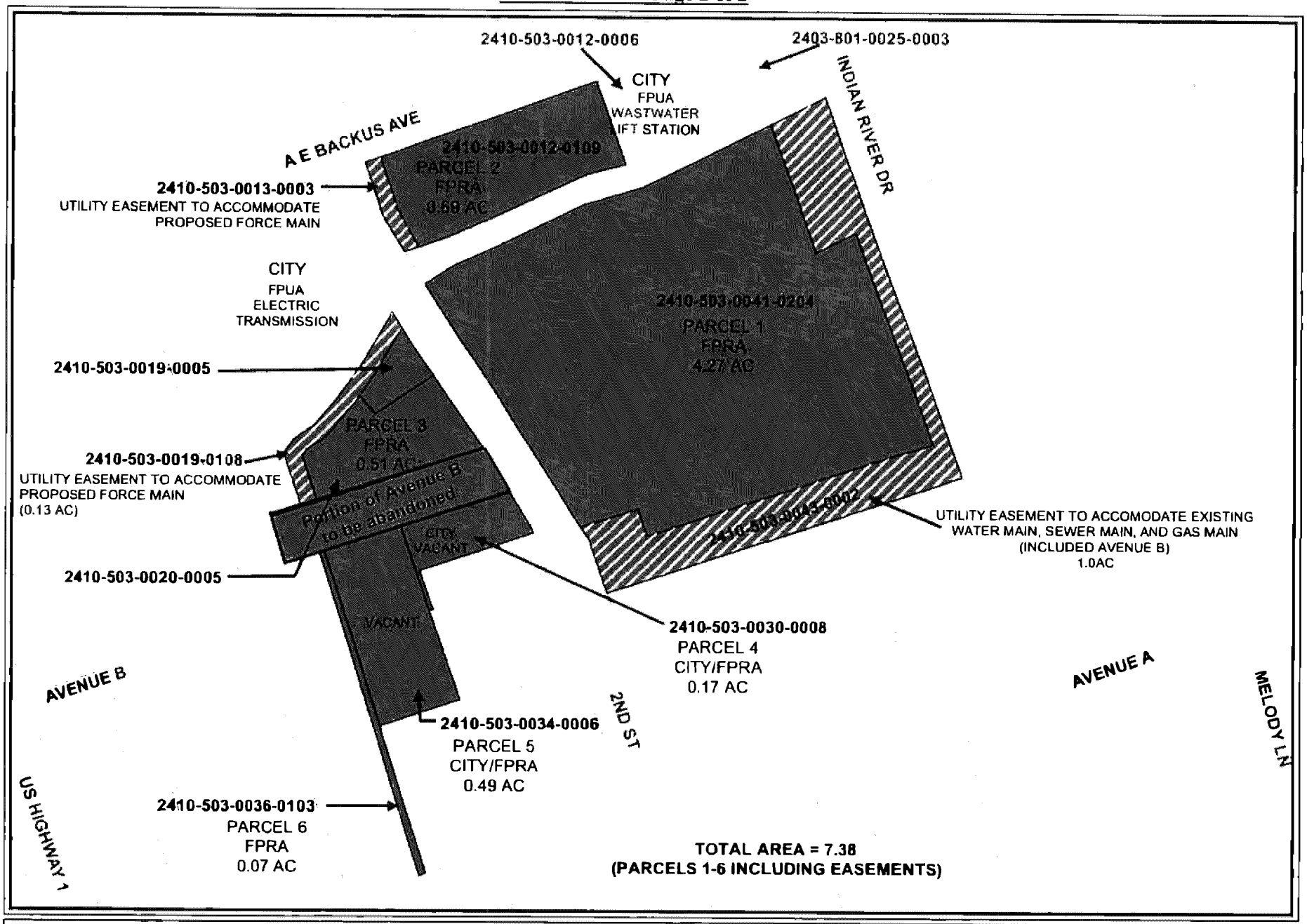
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

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

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

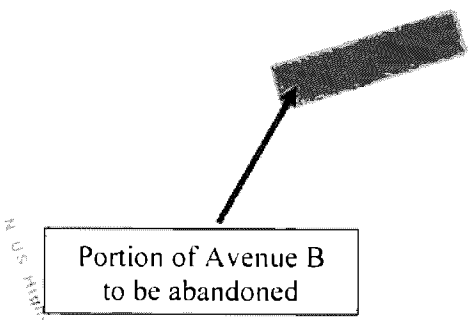


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

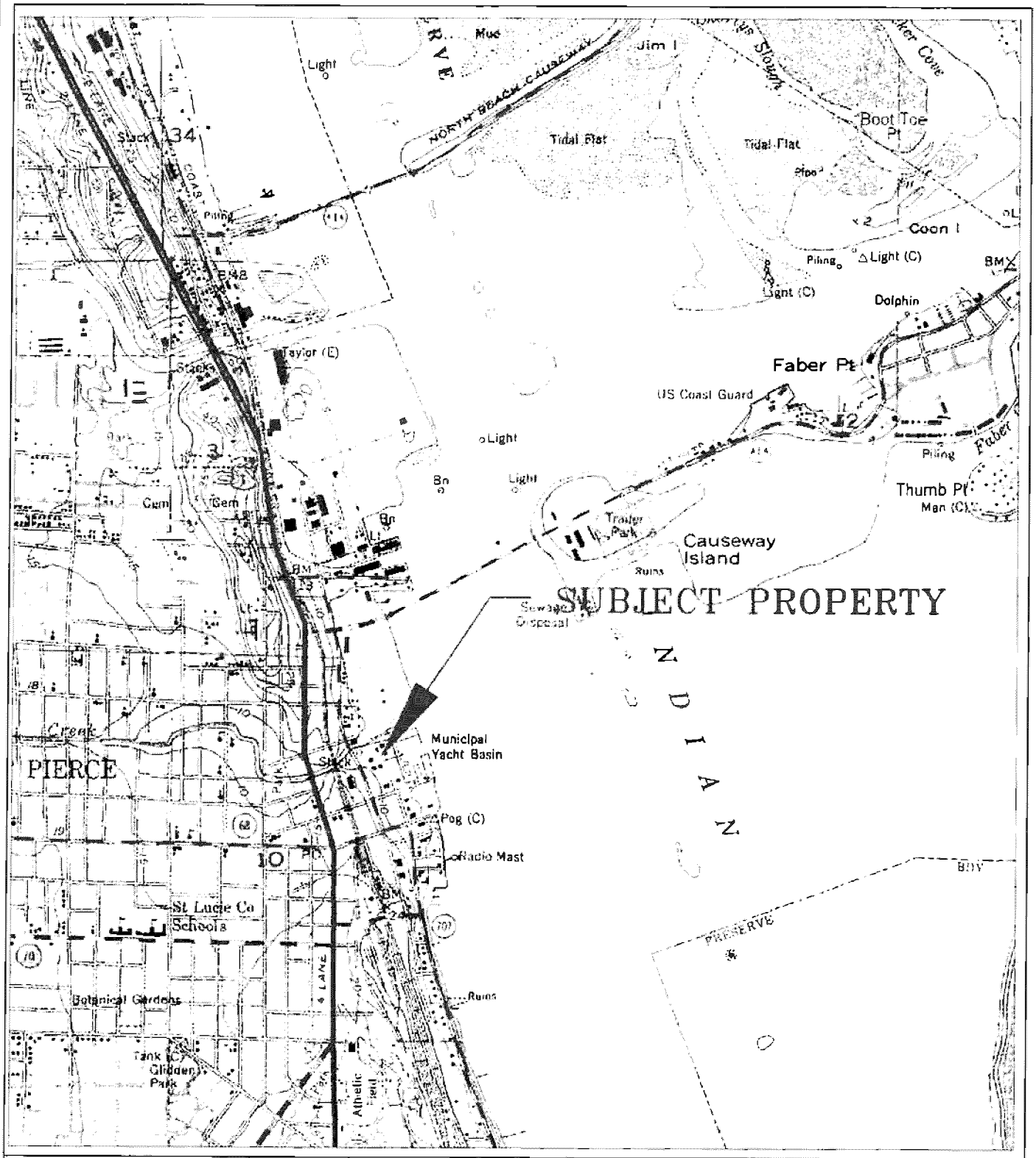
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

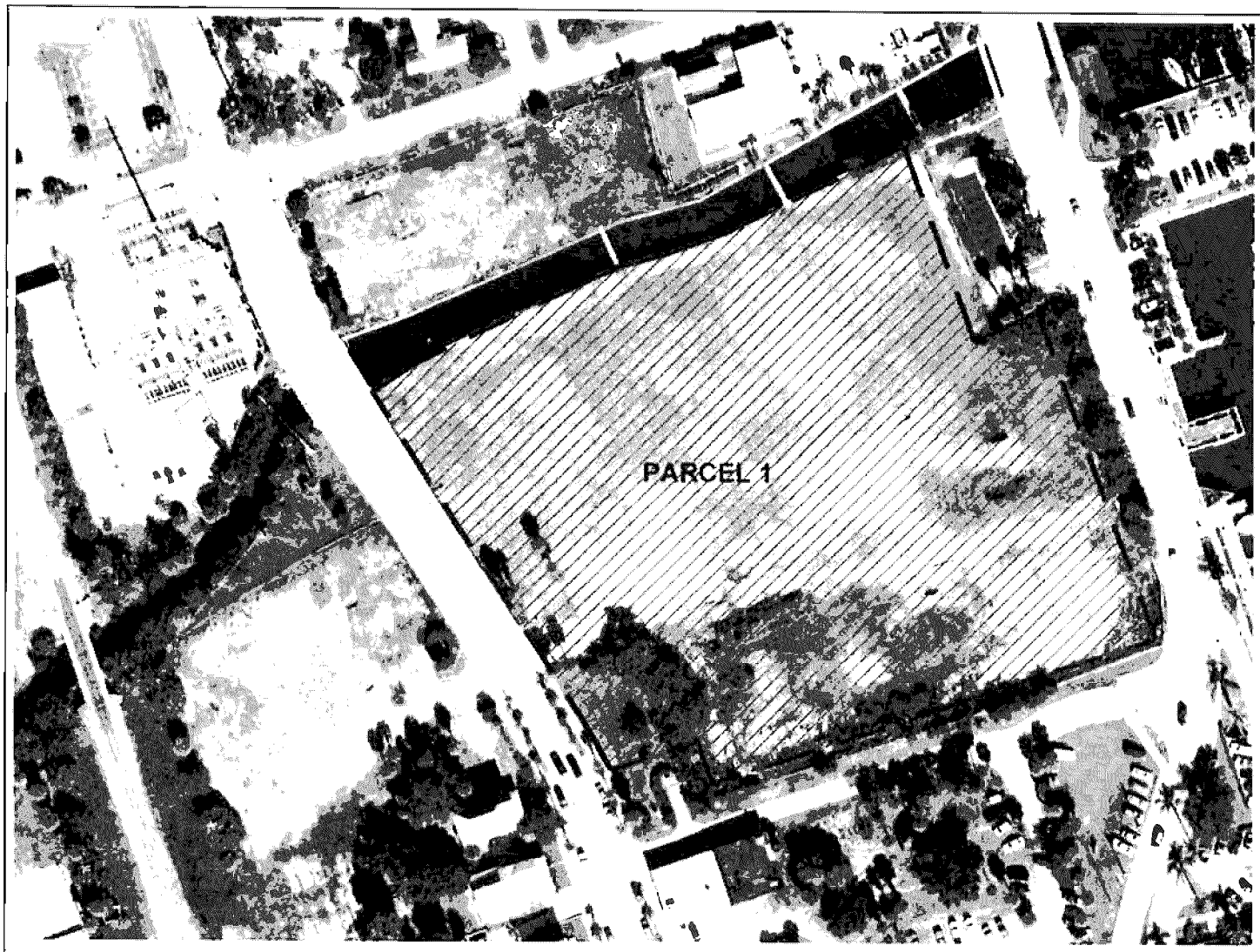


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Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

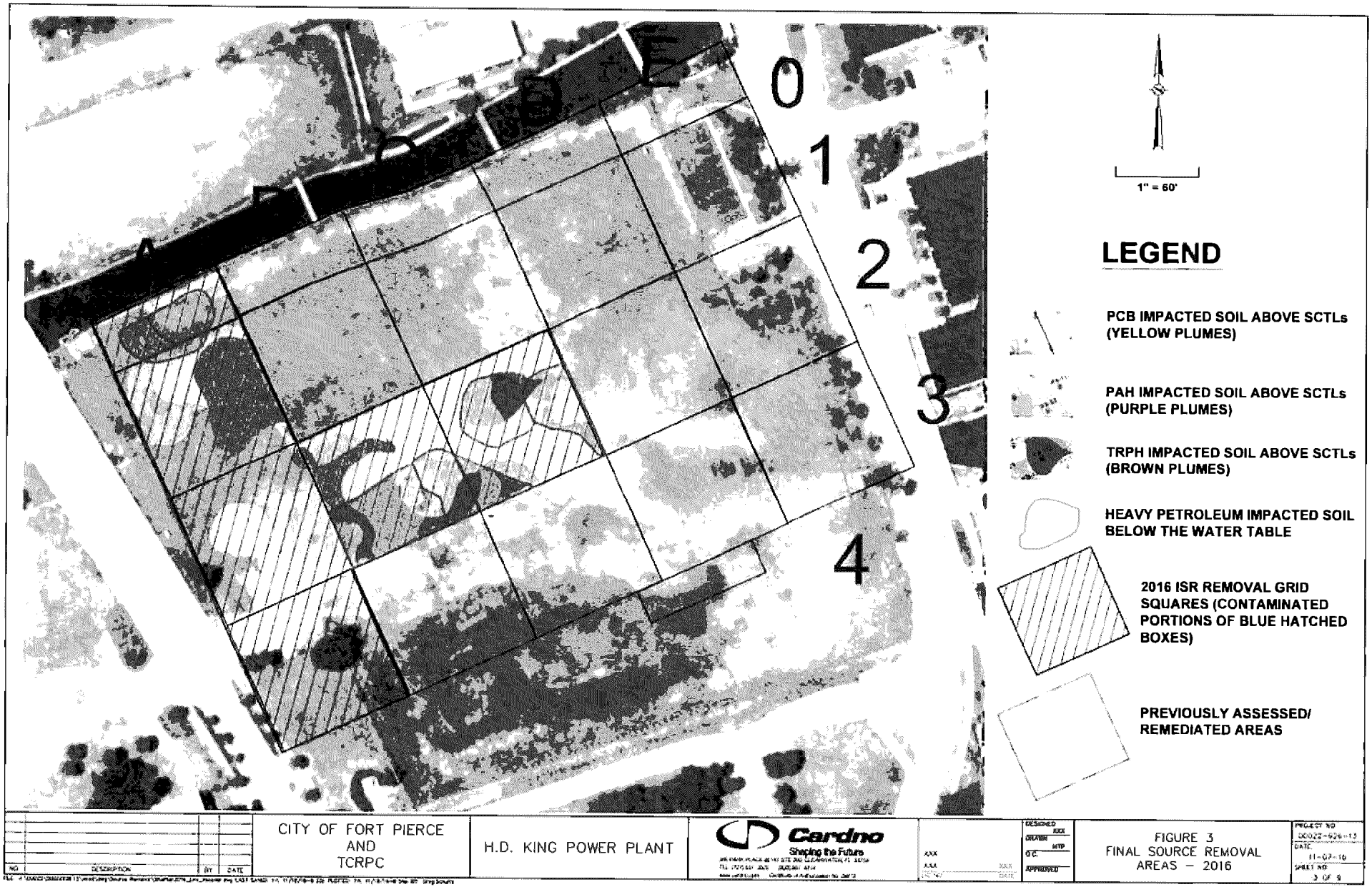
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

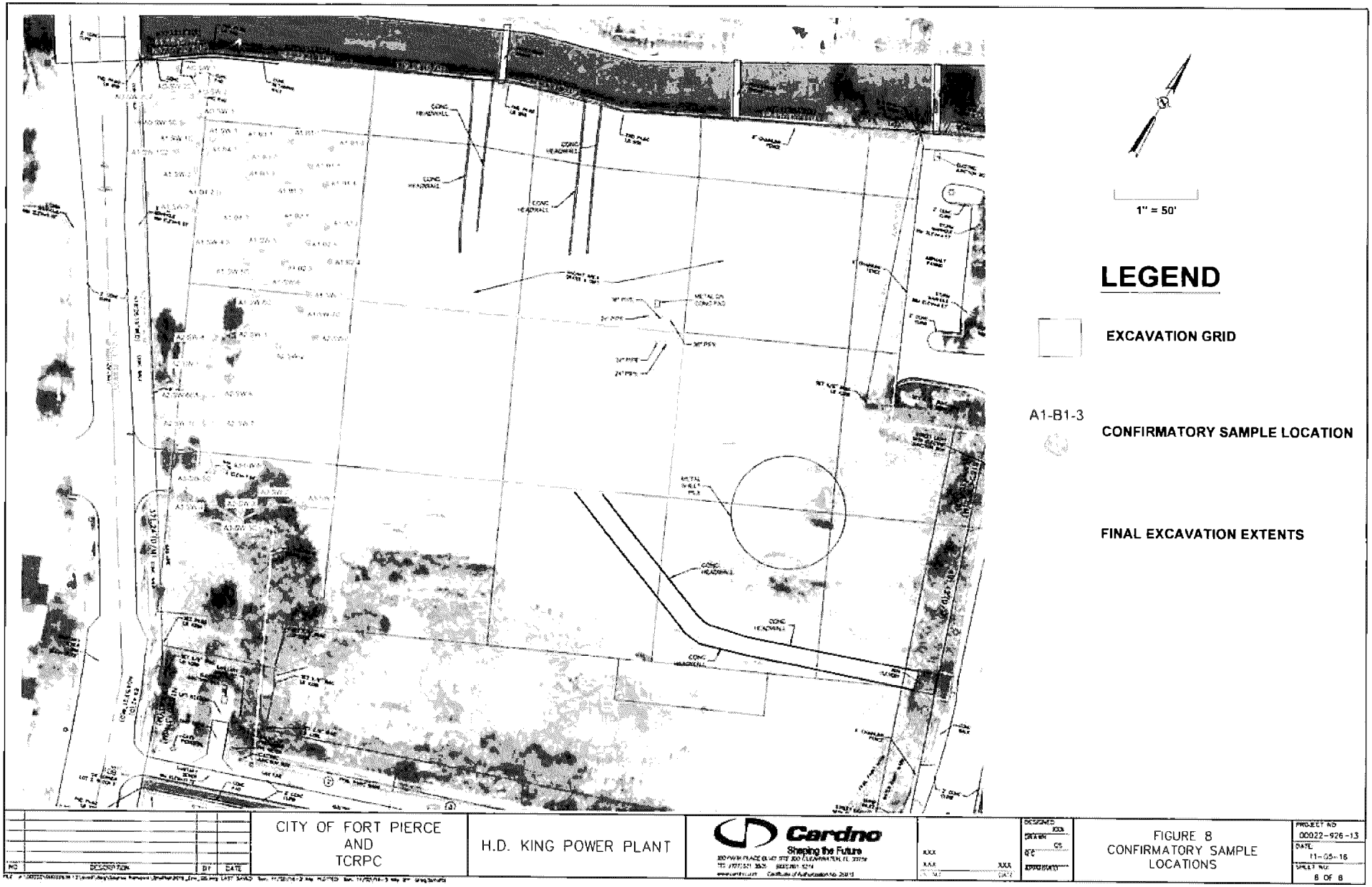


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

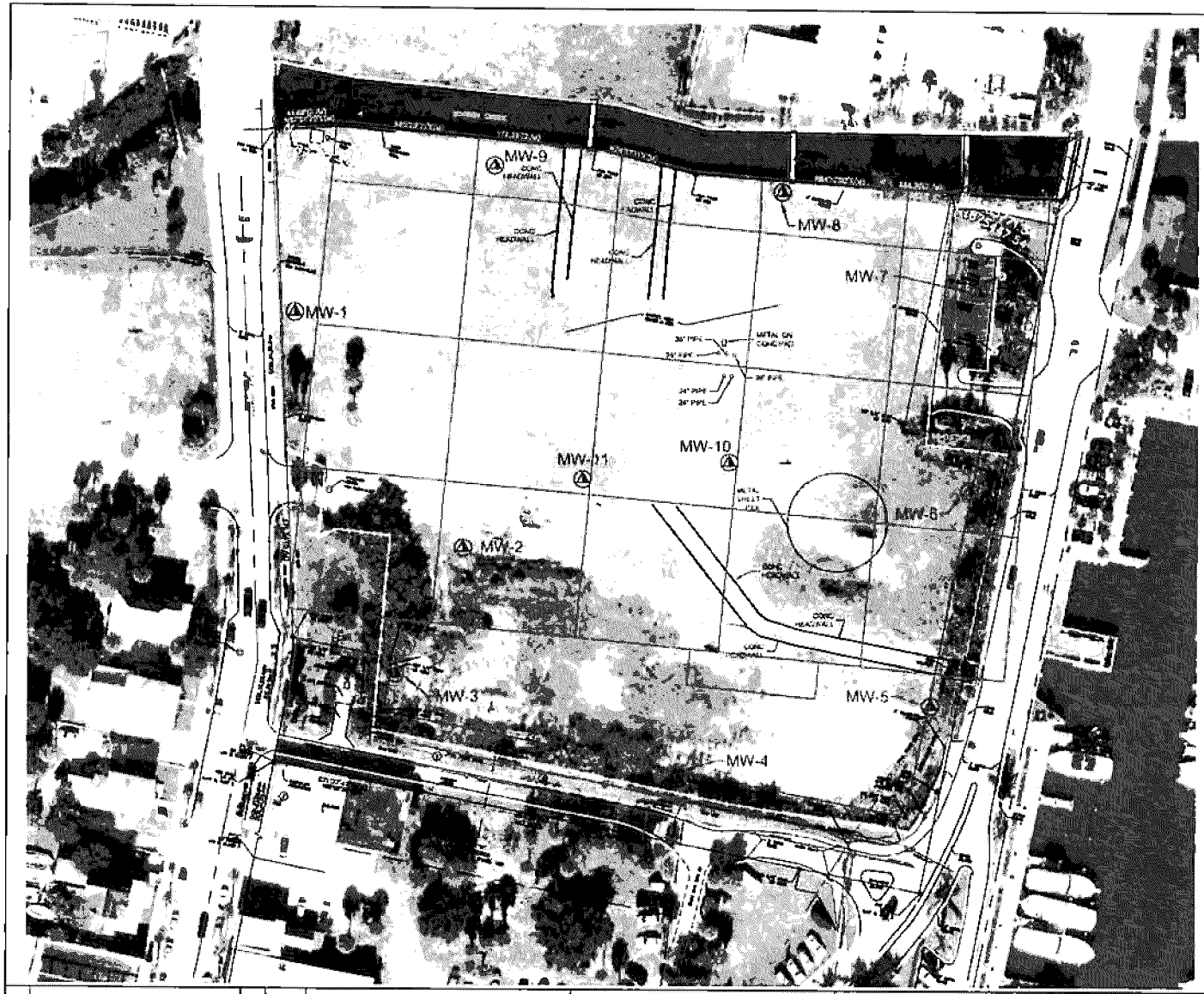
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 7 FDEP Site ID No.: COM_82363, BF561101001

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1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

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

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

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

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, 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 THE 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.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

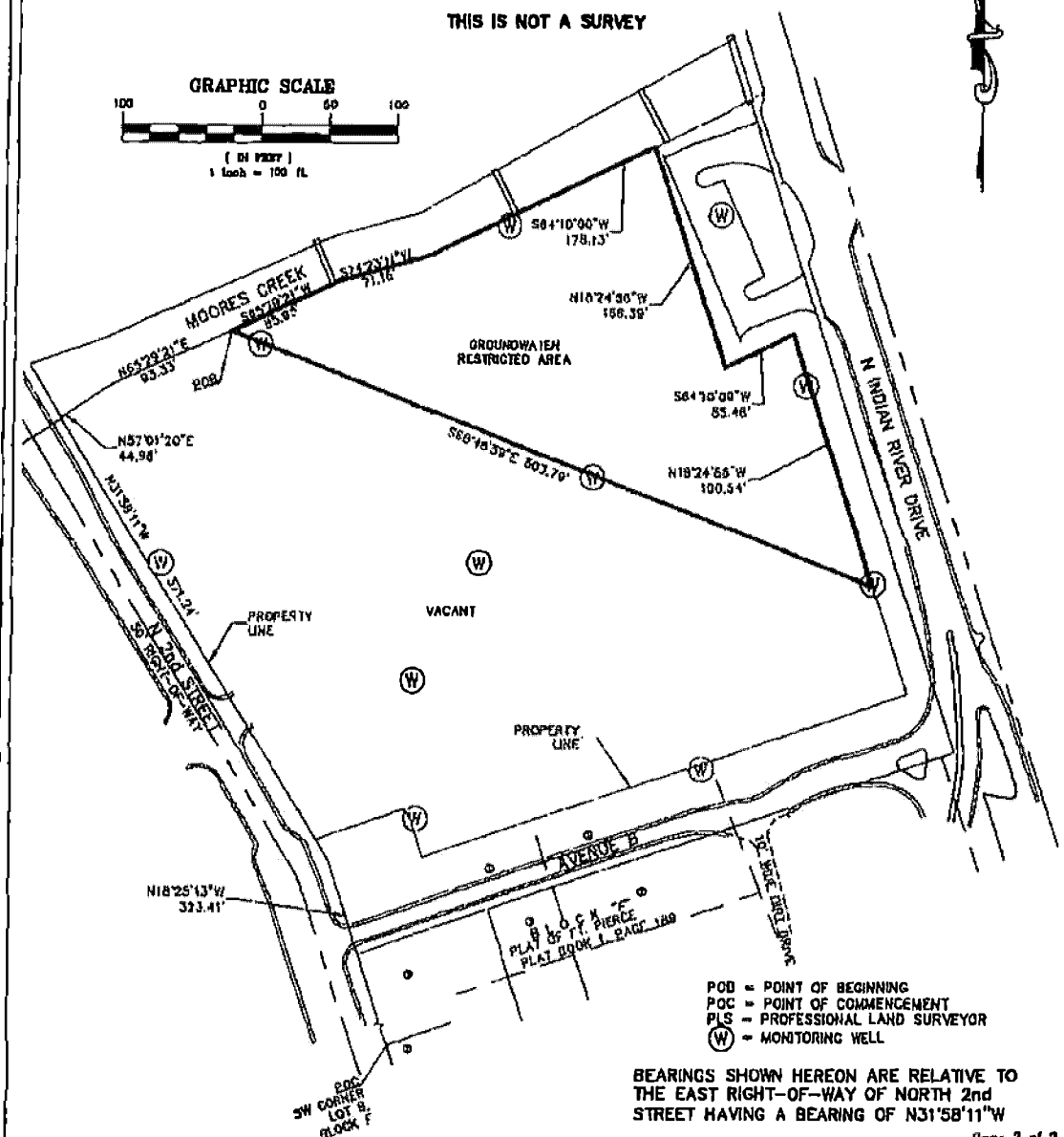
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

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

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

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

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

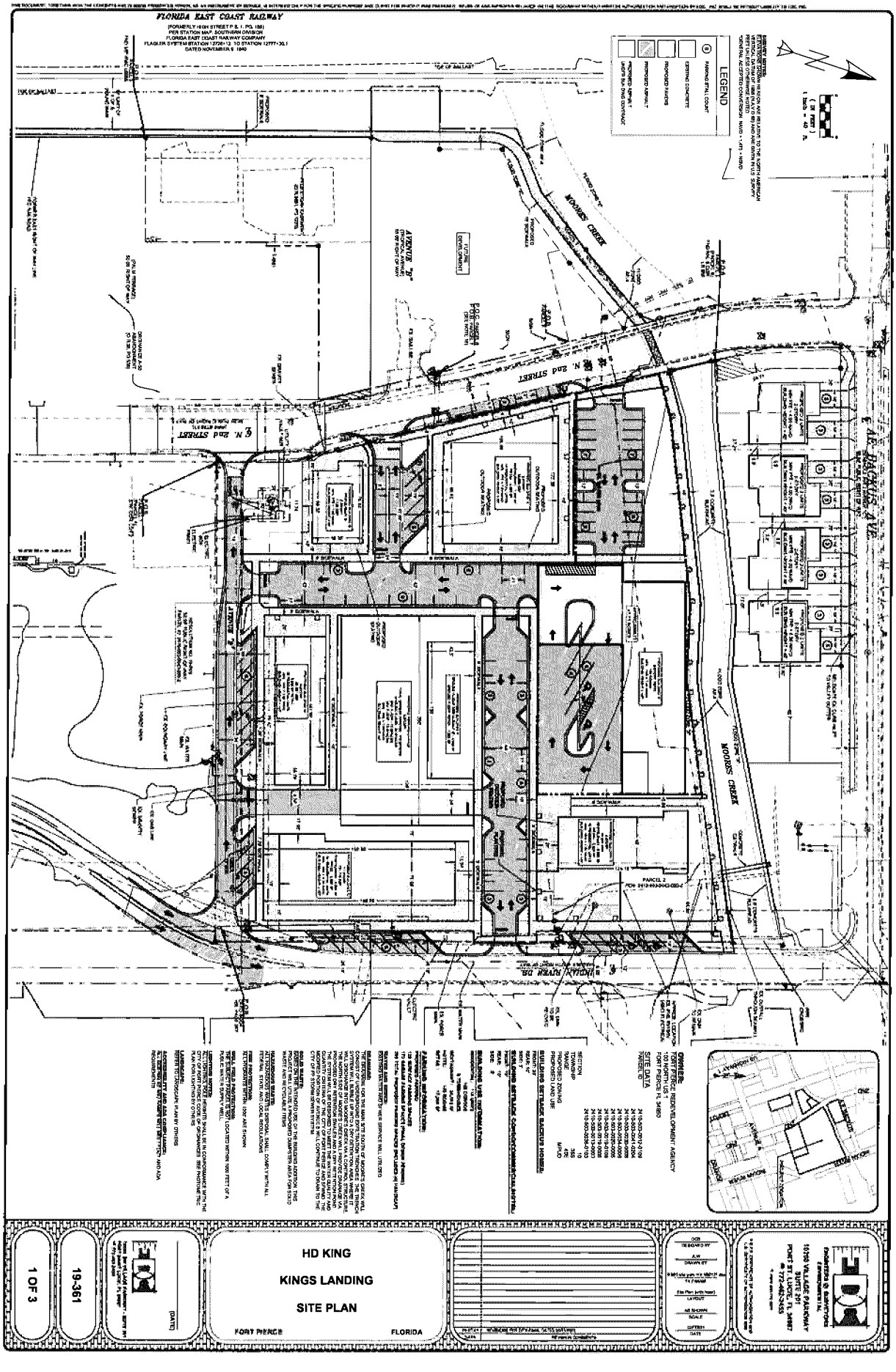
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



JONES
FOSTER

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.

Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was <u>not</u> fully remediated following the Powerplant's demolition and was <u>certainly not</u> a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to the remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF

JONES
FOSTER

April 16, 2024

VIA ELECTRONIC MAIL

Sara Hedges, Esq.
shedges@cityoffortpierce.com
City Attorney, Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, FL 34950

Re: **Audubon Development, Inc.'s Request for Extension of Time to Address the City's Notice of Default**

Dear Attorney Hedges:

Jones Foster, P.A. submits this letter request on behalf of Audubon Development, Inc. ("Audubon") and in furtherance of our discussions on Tuesday April 16, 2024.

The purpose of this letter is to request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024. This extension of time is requested to afford Audubon an opportunity to present to the City and the FPRA a plan to address the City's concerns with a view to completing the King's Landing project. In this regard, it is understood that the Board of the FPRA is meeting on May 14. It is Audubon's plan, and consistent with prior comments from the City Manager to Dale Matteson, to appear before the FPRA Board to present a revised plan and timeline for moving forward and to address the City's questions and concerns at such time.

Audubon remains steadfast in its intent to provide the City with a beautiful mixed-use development that enhances the value of the community. With a view to completing this project, Audubon will submit proposed modified deadlines and address the City's concerns at the FPRA meeting on May 14, 2024.

Very truly yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins
Scott G. Hawkins

Florida Bar Board Certified Business Litigation Attorney

SGH:ZSF
cc: Lainey W. Francisco, Esq

Scott G. Hawkins
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

JONES
FOSTER

June 4, 2024

VIA ELECTRONIC MAIL (shedges@cityoffortpierce.com)

Sara Hedges, Esq.
City Attorney
City of Fort Pierce
100 N US 1 Highway
Fort Pierce, Florida 34950

Re: King's Landing / Audubon Development / Concrete Remediation

Dear Sara:

In response to the City's request for a calculation of remediation costs, I have attached three sets of invoices.

The first set of invoices (attached as Exhibit "A") pertains to services rendered by Andersen Andre Consulting Engineers, Inc. These invoices include the costs for geotechnical engineering evaluations necessary prior to the removal of the buried concrete as well as the costs for environmental and groundwater monitoring which was required by the Florida Department of Environmental Protection throughout the remediation. These costs total $60,758.00

The second set of invoices (attached at Exhibit "B") pertains to services rendered by Conkling & Lewis Construction, Inc. These invoices include costs for removal of the buried concrete, for materials and work necessary to fill the void left by the concrete, and for management of the remediation project. These costs total $959,446.30.

Scott G. Hawkins
T 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100, West Palm Beach, FL 33401
jonesfoster.com

The third set includes an invoice (attached as Exhibit “C”) which pertains to services rendered by Engineering Design & Construction, Inc. This invoice includes costs related to the site plan required by the City prior to the commencement of remediation. These costs total $77,340.00.

We are not presenting at this time the legal fees and administrative costs incurred by Audubon and necessitated by the concrete removal and remediation. Audubon reserves the right to include those costs and fees in the event of litigation.

Sincerely,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins

SGH/ts

cc: Lainey Francisco, Esq.

#5585050 v1 33244-00001

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A20-2992
Invoice Date: March 4, 2020
AACE Project No: 20-113

Bill To: Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

EXHIBIT
A

LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
KING'S LANDING DEVELOPMENT
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

(Unit fees per AACE Proposal P19-1387 dated January 7, 2020 (revised)

1.	Layout of Boring Locations and Coordination of Underground Utility Clearance:	
	Staff Engineer; 3 hours @ $80.00/hour	$240.00
2.	Mobilization/Demobilization of drilling equipment	$300.00
3.	Standard Penetration Test borings (2 borings to 75 feet, 5 borings to 20 feet):	
	150 feet of borehole of depths 0-25 feet @ $14.00/foot	$1,820.00
	50 feet of borehole of depths 26-50 feet @ $15.00/foot	$750.00
	50 feet of borehole of depths 51-75 feet @ $17.00/foot	$850.00
	Grouting of boreholes; 4 hours @ $125.00/hour	$500.00
4.	SFWMD Exfiltration Tests: 2 tests @ $400.00/test	$800.00
5.	Test Pit Excavations:	
	Rental of Excavator; 1 day @ $1,500.00/day (incl. mob/demob, fuel, insurance, etc.)	$1,500.00
	Operator; 8 hours @ $55.00/hour	$440.00
	Staff Engineer; 8 hours @ $80.00/hour	$640.00
6.	Laboratory Testing Program:	
	Moisture Content (ASTM D2216); 10 tests @ $25.00/test	$250.00
	Fines Content (ASTM D1140; 10 tests @ $50.00/test	$500.00
7.	Engineering Services & Report Preparation:	
	Principal Engineer (P.E.); 1 hour @ $155.00/hour	$155.00
	Senior Project Engineer (P.E.); 4 hours @ $130.00/hour	$520.00
	Project Engineer (P.E.); 7 hours @ $100.00/hour	$700.00
	CAD/Drafting; 4 hours @ $58.00/hour	$232.00
	Clerical Services; 2 hours $48.00/hour	$96.00

TOTAL INVOICE AMOUNT $10,293.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3721

Invoice Date: February 28, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Retainer per AACE Proposal No. P21-2147 dated December 20, 2021 . . . . . $7,000.00

Invoice Amount:	**. $7,000.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3786

Invoice Date: April 20, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Project Coordination (review of available information, site visit, utility clearance, etc.);
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $350.00
   - 9 wells to 15 feet @ $40.00/foot $5,400.00
   - Decontamination Between Wells; 3 hours @ $125.00/hour $375.00
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells);
   - Staff Engineer; 10 hours @ $85.00/hour $850.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Laboratory Testing (9 Groundwater Samples):
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,350.00
   - Vanadium - 9 samples @ $50.00/sample $450.00

5) Less Retainer Received ..... < -$7,000.00>

Invoice Amount:	**..... $4,790.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A22-3963
Invoice Date: October 6, 2022
AACE Project No: 22-287

Bill To:

Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
KINGS LANDING VILLAS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

---

1. Lump sum per AACE Proposal No. P22-2238 (dated 09/09/22) $3,960.00

TOTAL THIS INVOICE $3,960.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4134
Invoice Date: April 27, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 1
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $400.00
   - Wells, Pads & Riser Construction; 9 wells @ $1,200.00/well. $10,800.00
   - Well Permits; 9 wells @ $50.00/well $450.00
   - Staff Engineer (Well Development); 16 hours @ $85.00/hour $1,360.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells x 2 Sampling Events);
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Monitoring Well Elevation Survey and Groundwater Flow Determination;
   - Project Engineer; 10 hours @ $105.00/hour $1,050.00
   - Senior Field Technician; 10 hours @ $65.00/hour $650.00

5) Laboratory Testing [10 Groundwater Samples (9 samples + 1 duplicate sample)]:
   - EPA Method 8270 - 10 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples @ $50.00/sample $500.00

6) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $22,895.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4204
Invoice Date: July 21, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 2
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Field Sampling;
   07/05/23 - 9 monitoring wells
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

   07/15/23 - 1 monitoring well
   - Staff Engineer; 4 hours @ $85.00/hour $340.00
   - Senior Field Technician; 2 hours @ $65.00/hour $130.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $50.00

3) Laboratory Testing [9 Groundwater Samples]:
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples (9 wells + 1 resampling event) @ $50.00/sample $500.00

4) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $8,355.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A23-4226
Invoice Date: August 16, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

ABANDONMENT OF MONITORING WELLS
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Lump sum per AACE Proposal P23-2706 dated August 11, 2023	$3,465.00
Invoice Amount:	**. $3,465.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

EXHIBIT
B

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

EXHIBIT
C

Engineering Design & Construction, Inc.
10250 SW Village Parkway Suite 201
Port St. Lucie, FL 34987

ENGINEERS & SURVEYORS
ENVIRONMENTAL

Invoice

Date	Invoice #
3/14/2022	

Bill To

Audubon Development Dale Matteson
184 Sunset Avenue, # 38 Palm Beach, FL 33480

Kings Landing Site Plan

P.O. No.	Terms	Account #	Project
	Net 15		Kings Landing - 19-361

Description	Contract Amount	Previously Billed	% Billed
Team / Agency Meetings (T&E)	15,000.00	23,163.75	154.43%
Due Diligence	10,250.00	10,847.50	105.83%
~~PUD Plan & Regulations~~	~~8,500.00~~		~~0.00%~~
Development Review Approval - City of Fort Pierce	12,650.00	12,650.00	100.00%
Prep & Rep of 1st Round Staff Comments	4,800.00	1,380.00	28.75%
Environmental Assessment	1,840.00	1,840.00	100.00%
Boundary / Topo Survey	18,200.00	18,200.00	100.00%
Sketch & Description per Lee Dobbins dated 02/18/2020	1,200.00	1,200.00	100.00%
Photometric Plans approved per Dale Matteson on 04/07/2021	1,450.00	1,450.00	100.00%
Site Plan Graphic	1,700.00	1,700.00	100.00%
Engineer's Cost Estimate (Approved 2/8/22)	1,250.00	1,250.00	100.00%
Updated ALTA to new Commitment date (Approved 3/8/22)	500.00	500.00	100.00%
Reimbursables - 5%			
	77,340.00	74,181.25	

Contract Amount:	$	77,340.00
Billed to Date:	$	74,181.25
Unbilled:	$	11,920.00

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
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	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 5, 2022

Bl. #1243
10/14/22
$117,024.58

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-01

MATERIALS:

FDEP (STATE).		$ 250.00
HOME DEPOT/LOWES.		732.80
JM VIKING.		1,766.92
MY SAFETY SIGN.		148.73
RAPID REMOVAL.		65,213.00
ST. LUCIE CO.		38.52
UNITED RENTAL.		1,742.58
	TOTAL MATERIAL	$ 69,892.55

LABOR:

SUPERINTENDENT.		$ 33,600.00
LABORER.		1,935.00
	TOTAL LABOR	$ 35,535.00
G.C. FEE (10%).		$ 10,542.76
G.C. INSURANCE (1%).		$ 1,054.28
	TOTAL INVOICE	$117,024.58

TOTAL INVOICED TO DATE $117,024.58

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

November 16, 2022

PO #RLW
12/5/22
$163,872.60

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-02

MATERIALS:

EAST COAST LUMBER.	$ 71.62
INDIAN RIVER OXYGEN.	5,209.57
RAPID REMOVAL.	127,146.00
UNITED SITE.	800.17
TOTAL MATERIAL	$ 133,227.36

LABOR:

SUPERINTENDENT.	$ 22,200.00
CARPENTER.	5,943.00
TOTAL LABOR	$ 28,143.00

G.C. FEE - BALANCE OF $16,000.00. . . .	$ 888.51
G.C. INSURANCE (1%).	$ 1,613.70
TOTAL INVOICE	$ 163,872.60

TOTAL INVOICED TO DATE $280,897.20

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 26, 2022

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-03

MATERIALS:

EAST COAST LUMBER.	$	15.48
RAPID REMOVAL.		40,000.00
UNITED SITE.		1,634.00
TOTAL MATERIAL	$	41,615.82

LABOR:

SUPERINTENDENT.	$	14,850.00
CARPENTER.		2,035.00
TOTAL LABOR	$	16,885.00

G.C. FEE	$	N/C
G.C. INSURANCE (1%).	$	888.51
TOTAL INVOICE	$	59,389.33

TOTAL INVOICED TO DATE $340,286.48

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

June 12, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01A

MATERIALS:

NATURES KEEPER.		$ 3,234.33
THOMAS PRINTWORKS.		177.33
UNITED SITE.		3,713.98
	TOTAL MATERIAL	$ 7,125.64

LABOR:

SUPERINTENDENT.		$ 18,600.00
CARPENTER.		330.00
	TOTAL LABOR	$ 18,930.00
G.C. FEE		$ 2,605.56
G.C. INSURANCE (1%).		$ 260.56
	TOTAL INVOICE	$ 28,921.76

TOTAL INVOICED TO DATE $369,241.90

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 21, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-03

MATERIALS:

ANDERSON ANDRES.	$ 3,860.00
BCM.	139,039.60
CITY OF FT. PIERCE.	500.00
EAST COAST LUMBER.	73.13
FERGUSON.	1,605.00
GOOD NEIGHBOR FENCE.	5,896.40
HOME DEPOT.	667.36
JM VIKING.	1,200.00
PARK'S RENTAL.	171.20
PORT POTTY.	179.76
THOMAS PRINTWORKS.	103.08
UNITED RENTAL.	3,404.32
UNITES SITE SERVICES.	378.44
TOTAL MATERIAL	$ 157,078.30

LABOR:

SUPERINTENDENT.	$ 11,400.00
LABORER.	1,005.00
TOTAL LABOR	$ 12,405.00
G.C. FEE 4%.	$ 6,779.33
G.C. INSURANCE (1%).	$ 1,694.83
TOTAL INVOICE	$ 177,957.50

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 20, 2023 Feb 29, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01

MATERIALS:

BCM CONSTRUCTION.	$ 50,192.00
BCA INC.	790.00
CITY OF FT. PIERCE.	19.00
EAST COAST LUMBER.	83.71
FEDEX.	38.10
GARDEN LOCK & KEY.	160.50
GRAINGER.	325.57
HOME DEPOT.	368.21
JM VIKING.	1,600.00
PARK'S RENTAL.	889.97
REGAL PAINT.	349.21
STATEWIDE INC.	5,250.00
THOMAS PRINTWORKS.	135.99
TOTAL MATERIAL	$ 60,202.26

LABOR:

SUPERINTENDENT.	$ 13,875.00
TOTAL LABOR	$ 13,875.00
G.C. FEE 4%.	$ 2,963.09
G.C. INSURANCE (1%).	$ 740.77
TOTAL INVOICE	$ 77,781.12

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 21, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01B

MATERIALS: PURCHASE AND DELIVERY

OFFICE TRAILER.		$ 16,000.00
	TOTAL MATERIAL	$ 16,000.00
G.C. FEE		$ N/C
G.C. INSURANCE (1%).		$ N/C
	TOTAL INVOICE	$ 16,000.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01B

PRE-CON FEE.		$ 318,500.00
	TOTAL MATERIAL	$ 318,500.00
	TOTAL INVOICE	$ 318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Precon Services

Year 2019	July - December	5 months/22 wks
Year 2020	January - December	12 months/52 wks
Year 2021	January - December	12 months/52 wks
Year 2022	January - December	12 months/52 wks
Year 2023	January - September 19	9 months/42 wks

Greg's average time 4.5hrs/wk @220 wks @ $250.00 per hr.	$247,500.00
Kenny's average time 2.25hrs/wk @218 wks @ $150.00 per hr.	$ 73,500.00
Total	$318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

HARBERT
REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: May 9, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform due diligence including further studies and discovery on: the updated City approved project development schedule, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, approved initial site plan (to be reviewed for modification), the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive/No-Shop:

During the Due Diligence period, HRS will have the exclusive right to JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel:	$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 55%, and AD will have a GP interest of 45%.

HRS will invest up to $2,444,750 of the GP equity in the form of cash; HRS commits to raise an additional $37,405,525 investor limited partners (LP) funds; AD will invest $2,000,250 GP equity in the form of the land, and $2,599,750 LP equity in the form of land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 55% to HRS and 45% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS will be a loan guarantor and be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: TBD

HARBERT REALTY SERVICES

11. Debt/Equity Structure

Hotel

a. ***Development Fee*** – **TBD**

b. ***Pre-Opening and Technical Fees - TBD***

c. ***FF& E/OS&E Sourcing - TBD***

d. ***Hotel Management Fees*** - **TBD**

12. Promote:

The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.

The hotel promote will be determined…

13. Management Responsibilities:

Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.

14. Transfer Provision:

No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality:

Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only

Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements with the exception of Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: DAVID MATTESON

Name:

Its: PRESIDENT & CEO

Date: 5.9.24

Harbert Realty Services. LLC:

By:

Name: WILLIAM E WARE

Its: VP OF DEVELOPMENT

Date: 5.9.24

HARBERT
REALTY SERVICES

2 North 20th Street
Suite 1700
Birmingham, AL 35203
205.323.2020
www.harbertrealty.com

June 10, 2024

Mayor Linda Hudson
City Commission
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Kings Landing / Lead Developer

Dear Mayor Hudson and Members of the City Commission

This letter is written to express support by Harbert Realty Services of the King's Landing project, and interest and intent to be the lead developer and arrange funding for its development. We continue to be in substantial discussion with Dale Matteson, President of Audubon Development, Inc., and look forward to being one of the funding partners in this project which entails a first-class Marriott Hotel under the Tribute Brand, commercial, retail and restaurant venues, and associated residential villas.

We previously authorized Mr. Matteson to share a Memorandum of Understanding which outlines our proposed partnership, and funding responsibilities. As Audubon and Harbert move forward with a Mariott approved franchisee, the full scope of that financing will be documented. Harbert also continues to work with Mr. Matteson on modeling all other aspects of this project. In summary, Harbert relishes the opportunity to build a long-term relationship with the City of Ft. Pierce and its communities, the Marriott Corporation and its franchisee, and Mr. Matteson.

I regret that I cannot attend your June 11 meeting in person. To be clear, however, please let this letter serve as confirmation of Harbert's intentions as expressed herein and in the MOU, and demonstration of our desire to continue our efforts.

I would be happy to consult with the City Planning staff in due course and plan to attend future meetings of the Commission to provide updates related to the project.

In the interim, please advise of any questions.

Sincerely,

William E. (Bill) Ware, Development Vice President
Harbert Realty Services

HARBERT
REALTY SERVICES

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 25, 2024

This agreement ("Agreement") is a summary of salient business terms of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The

JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform continued due diligence including further studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost, and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, City approved initial site plan, as amended (being reviewed for modification), the City Florda Job Growth Infrastructure Grant and Amendment One thereto the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive, Approval Period:

For a period of six (6) months, including the Due Diligence Period, HRS will have the exclusive right to execute the JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners. Following the Due Diligence Period, HRS and AD will have a period of three (3) months to submit and receive any and all required site plan and schedule modifications from the City, the ("Approval Period").

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel: $55,000,000

10. Debt/Equity/Structure: Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 60%, and AD will have a GP interest of 40%.

HRS will invest up to $2,667,000 of the GP equity in the form of cash; HRS commits to raise an additional $36,738,500 investor limited partners (LP) funds; AD will invest $1,778,000 GP equity in the form of the land, and $2,822,000 LP equity in the form of land. AD has paid approximately $2,000,000 in qualified project expenses. AD will have the option of being reimbursed these expenses, or contributing this amount as additional LP funds. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 60% to HRS and 40% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS and AD will be loan guarantors and each be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: 1% of the total construction contracts for the project to be paid to HRS for services to be rendered.

11. Debt/Equity Structure	Hotel Please see separate signed MOU between Mainsail Lodging and Development and HRS attached.
12. Promote:	The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.
13. Management Responsibilities:	Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.
14. Transfer Provision:	No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members: No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions: The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality: Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into a Development Agreement with Members.

c. *Management Agreements:* The Company will enter into a property management agreement with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement with Members to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and AD to provide a guaranty on the construction loan.

HARBERT
REALTY SERVICES

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: _____

Name: Dale Mathison

Its: President - CEO

Date: 7/25/24

Harbert Realty Services. LLC:

By: _____

Name: David R. Williams

Its: President and CEO

Date: July 25, 2024