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

CITY COMMISSION AGENDA

Regular Meeting - Monday, February 5, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Minutes from the January 16, 2024 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Letter sent on behalf of the IRSC Foundation's Board of Directors expressing gratitude to the City of Fort Pierce for a donation to the Promise Program.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Recommendations from Arts and Culture Advisory Board seeking approval by the Mayor and City Commission.

11. **CONSENT AGENDA**

a. Approve ten (10) Agreements for Tax Deed Sale Surplus Proceeds between the City of Fort Pierce and the St. Lucie County Clerk of the Circuit Court and Comptroller.

b. Award RFP 2024-013 for Disposal of Surplus Property, N. 25th Street, Lot 1 & 2 identified by Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3, to the highest responsive bidder, Larry Lee Jr. & Family, LLC., and authorize staff to enter into negotiations for the sale of the property.

c. Award RFP 2024-012 for Disposal of Surplus Property, 1620 Avenue E, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

d. Award RFP 2024-011 for Disposal of Surplus Property, 1204 Avenue E, to the highest ranked responsive bidder, Telco Investments, LLC., and authorize staff to enter into negotiations for the sale of the property.

e. Award RFP 2024-010 for Disposal of Surplus Property - 604 S. 6th Street, to the highest ranked responsive bidder, JoeJohn McVey, and authorize staff to enter into negotiations for the sale of the property.

f. Award RFP 2024-009 for Disposal of Surplus Property, 706 N. 20th Street, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

g. Authorize acceptance of proposal from EnSight Technologies for Parking Count/Guidance System in the amount not to exceed $189,520.00 plus an annual fee of $8,875.00 for annual software and support services.

h. Approval for the Letter of Support for the NOAA Climate Resilience Regional Challenge Grant

i. Approval of Community Development Block Grant (CDBG) Grant Agreements for FY 2022 & 2023 to receive additional funding.

12. **PUBLIC HEARINGS**

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

a. Legislative Hearing - Ordinance 23-060 relating to the General Employees retirement system in order to extend the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of $115,000 for employees hired after October 2012, and creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports. SECOND READING

13. **CITY COMMISSION**

a. Resolution 24-R04 Appointing an individual to serve on the Parking Committee as an at-large member.

b. Resolution 24-R05 appointing Denetria Timms to serve on the Communitywide Council as a target area member.

c. Resolution 24-R06 appointing Gloria Baxevanis to serve as the Arts and Culture Advisory Board as their appointee.

d. Discussion at the request of Commissioner Broderick regarding Amusement Arcades and Arcade Amusement Centers.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

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

Meeting Date: 02/05/2024

Re: Approval of the Minutes from the January 16, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the January 16, 2024 Regular Meeting.

Attachments

Minutes 01.16.2024

Form Review

Form Started By: Latoya Ransom Started On: 01/26/2024 10:49 AM

Final Approval Date: 01/26/2024

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, JANUARY 16,2024.

1. CALL TO ORDER

Mayor Hudson called the January 16, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Hazel Holyman with In the Image of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of Minutes from December 18, 2023 Regular Meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the December 18, 2023 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

a. Letter from Charlie Hayak expressing gratitude for the exceptional service provided by Aderian Sapp and his foreman, Ernest Riccardi, from the Public Works Department.

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

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

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

Passed

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

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

Jean Woodard 10c.
Jorge Goz 11e and 11f.

10. MISCELLANEOUS REPORTS

a. Fort Pierce Infrastructure Surtax Citizens Oversight Committee Annual Report 2023

Selena Griffett, City of Fort Pierce Project Engineer, presented an update of the Infrastructure Surtax Citizens Oversight Committee 2023 Annual Report. The report included funding status and the master project list.

The Commission inquired on projects for 2024, reserved funds to leverage for grant funds, and commented on the increased cost of improvements.

Ms. Griffett highlighted the plans for 2024.

b. Derek Boyd Hankerson, Constituent Service Representative/Event Specialist, Office of Congressman Mast

Derek Boyd Hankerson, Constituent Service Representative/Event Specialist, Office of Congressman Mast offered service to assist the City in driving tourism.

c. Housing Needs Assessment and Implementation Plan Update by TPMA-Inc.

Aaron Finley, TPMA, presented the Housing Needs Assessment and Implementation Plan update which included relevant document review, market and data analysis, stakeholder engagement, public survey, strategy workshops, and strategic development.

The Commission inquired on incentives for offering affordable workforce housing, resources for developers and landlords, local salaries and data, balancing expansion of the west, the proper balance of homeowners and renters.

Mr. Finley recommended dedicated staff to assist in locating resources, and jurisdictional collaborations to achieve economic sustainability.

11. CONSENT AGENDA

a. Authorize staff to enter into negotiations for Professional Engineering Services RFQ No. 23-059 to complete a Comprehensive Safety Action Plan in accordance with the requirements of the Safe Streets For All Grant to the highest responsive bidder, Kimley Horn and Associates, Vero Beach, FL.

b. Approve Avenue B Construction Change Order No 1 for Heavy Civil, Inc., Bid No. 2022-016 in the amount of $7,548.96.

c. Approval of request by Cynthia G. Angelos, Esq. for a waiver of potential conflict of interest due to her prior representation of the City of Fort Pierce.

d. Approval of emergency expenditure to Johnson-Davis, Inc. for 8th Street Emergency Drainage Repairs in the amount not to exceed $212,845.00 as a piggyback of the Town of Jupiter Utilities Unit Price Contract for Stormwater Utility Infrastructure Repairs, Contract No. S2029, as awarded to Johnson-Davis, Inc.

e. Approval of the PBA Sergeants' and Lieutenants' contracts for the period of October 1, 2021, through September 30, 2024.

f. Approval of the PBA Contract for the Officers for the period of October 1, 2021, through September 30, 2024.

Commissioner Curtis Johnson pulled item 11c.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 11a,11b,11d-11f.

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

Passed

As to item 11c
City Attorney Sara Hedges explained the request for the waiver of conflict.

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

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

Passed

12. PUBLIC HEARINGS

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

a. Quasi-Judicial Hearing - Review and approval of an application for a Final Plat, submitted by the applicant District Planning Group, to subdivide one (1) parcel into one-hundred and twenty-seven (127) lots with corresponding roadway tract and easements at 5000 Peterson Road, more specifically at Parcel ID: 2407-700-0027-000-9.

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

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte

communications and asked City Clerk to call the roll:
Commissioner Michael Broderick – No
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – No
Mayor Hudson – No

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

Staff Presentation:
Ryan Altizer, Senior Planner presented an application for a Final Plat at 5000 Peterson Road.

RECOMMENDATION:
Staff's recommendation is for the City Commission to vote APPROVAL of the final plat, with one condition:
The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

Questions of Staff:
None

Applicant Questions of Staff:
Leslie Olson, District Planning Group commented on the supply and demand for affordable housing.

Question of the Applicant:
None

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the application for final plat with (1) one condition.

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

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review), submitted by applicant Francarlos Rivera with TEG Developers, to construct a two-hundred and twenty-two (222) unit rental community with an amenity center and associated development improvements at 3037 S. Jenkins Road, more specifically at Parcel ID: 2325-111-0001-000-2.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick – No
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – Yes (Residents of Briargate via phone and email)
Mayor Hudson – No

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

Staff Presentation:
Ryan Altizer, Senior Planner presented an application for a Site Plan at 3037 S. Jenkins Road

RECOMMENDATION:
Staff's recommendation is for City Commission to vote APPROVAL of the proposed Site Plan (Development and Design Review), with four conditions:
1. A completion certification by a landscape architect, cost estimate and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. A gopher tortoise survey will be required per State Statute before construction can begin.
3. Addresses will need to be submitted through the Planning Department for all units prior to building permit applications.
4. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

Questions of Staff:
Inquired on the sidewalk in lieu of payment, the barriers between communities hardscaped, stormwater pond placement ,impervious area, lighting, orientation of one and two-story units, K.O.A., school district input, traffic and stormwater.

Kevin Freeman, Planning Director, explained the sidewalk in lieu of payment, landscaping, stormwater pond placement, and wetlands impervious and pervious areas, lighting plan, the orientation of units, school district input, traffic impact, and engineering stormwater review.

Applicant Questions of Staff:
Francarlos Rivera, TEG Developers, had no questions of staff.

Applicant presentation:

Mr. Rivera provided background on the company, project goals, building specifications, and addressed questions posed by the Commission.

Questions of the Applicant:
The Commission inquired on the target market, traffic impact, rental rates, how properties are acquired, local condition evaluation, trash, similar properties, buffering and landscaping, public transportation, and if public meetings were conducted.

Mr. Rivera explained workforce incentives, and commented on traffic study completion, workforce housing rates,based on HUD rates, most of the company's properties are maintained, similar to the proposed property, privacy fences, buffering, and landscaping. In addition, he explained that a public meeting had occurred in 2021 or 2022.

Mr. Freeman inquired on the fence and suggested an additional condition with fence type and height be added.

Mayor Hudson opened the public hearing.

Debra Johns – Opposed

Kaylee Nanney – Posed Concerns

Jordan Modine – Opposed with concerns.

Christa Stone – Posed Concerns.

Jean Woodard – Inquired on residential input.

Applicant Rebuttal:
Mr. Rivera commented on the scale of the townhouses, fencing, location of the windows, that there are sixty-six proposed two-story units, sight lighting, drainage, ecological impact report, and dumpster location.

The Commission inquired on fencing to prevent access to and from the nearby community, landscaping, and view from the two-story units and shared and shared amenities, reconfiguration of the two-story units and/or the amenities, and the addition of a berm to prevent flooding and visual impact.

Mr. Altizier referenced the proposed landscaping package.

Mr. Rivera explained the shared amenities of the east location and explained that reconfiguring the two-story units would impact the wetlands, and several options have been considered to address drainage and privacy concerns.
Mayor Hudson closed the public hearing.

Commission Discussion:
The Commission discussed concerns with the proposed property and the alternatives due to the current zoning.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the application for site plan with (4) staff conditions and (1) additional condition that a 5 feet berm is constructed adjacent to Briargate community with Trex fencing and landscaping as shown on the site plan.

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

c. Quasi-Judicial Hearing - Review and Approval of an application for a Site Plan (Development and Design Review) with a Conditional Use for an Innovative Residential Development by property owner Farrell Communities Fort Pierce Owner LLC, and representative, Michael Sanchez of Farrell Communities, to construct a 488-unit multi-family innovative residential development with a Clubhouse, Pool, Garages, Recreational Courts, and associated site improvements at or near 2535 South Kings Highway in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2323-501-0002-000-0.

Mayor Linda Hudson called the proceeding to order.

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

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

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

Staff Presentation:
Vennis Gilmore, Assistant Planning Director presented a Site Plan at or near 2535 South Kings Highway.

Recommendation:
The proposed Site Plan (Development and Design Review) and Conditional Use applications adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends APPROVAL of the requested applications with the following conditions:

1. Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code 125-314, Design Review.
2. A completion certification by a landscape architect, cost estimate and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. If a monument sign is proposed, please consider installing a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.
5. No entitlements/units are assigned to the Potential Future Buildings as part of this approval, but it allows City staff to review and approve or deny any application(s) to transfer units between buildings, including the Potential Future Buildings, and/or to phase the project so long as the design intent approved by the City Commission is maintained and the overall density does not exceed 488 units.

Questions of Staff:
The Commission required on the residential entrance(s), amenities, solid waste, and additional features.

Mayor Hudson opened the public hearing.

Applicant Questions of Staff:
Michael Sanchez, Farrell Companies, has no questions of staff.

Applicant Presentation:
Mr. Sanchez provided background information on the company, clarified the location, and provided additional information on the proposed property.

Question of the Applicant:
The Commission inquired on gate and fencing, buffering, phasing, emergency vehicle access, and market evaluations.

Mr. Sanchez clarified the gating, phasing plan, plan configuration, emergency vehicle access, and market evaluations.

Mayor Hudson closed the public hearing.

The Commission commented on the unique nature of the product.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve the application and conditional use with (5) conditions.

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

Passed

13. CITY COMMISSION

a. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commission to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines selecting Commissioner Broderick as Mayor Pro Tem.

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

Passed

b. Submittal of applications to serve on the Communitywide Council as an at-large member.

This item will come back at the next meeting for a vote.

c. Submittal of applications to serve on the Parking Committee as an at-large member.

This item will come back at the next meeting for a vote.

d. Resolution 24-R01 addressing a request for an additional extension to comply with the terms of the Quit Claim Deed for 727 S.11th Street .

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

RESOLUTION 24-R01
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, MAKING A DETERMINATION REGARDING THE REQUEST OF KIB CONSTRUCTION CORP. FOR AN EXTENSION OF TIME TO COMPLY WITH TERMS OF A QUIT CLAIM DEED FOR 727 S. 11TH STREET, FORT PIERCE; PROVIDING AN EFFECTIVE DATE.

Mr. Mimms explained the stipulations provided in the original agreement and the extensions provided.

Miriam Garcia, Redevelopment Specialist, was available for questions.

Indy Baksh, KIB Construction was available for questions.

The Commission inquired on the reason for the extended delay and the extension requested.

Ms.Baksh commented that COVID and their architect were responsible for the delays.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 24-R01 with a 60-day extension from today's date and to follow the law with silt and fencing on the job site.

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

Passed

e. Resolution 24-R02 receiving the Affordable Housing Advisory Committee Report and presentation of recommendations..

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

RESOLUTION NO. 24-R02
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA RECEIVING THE AFFORDABLE HOUSING ADVISORY COMMITTEE'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM AFFORDABLE HOUSING INCENTIVE STRATEGIES REPORT; DIRECTING STAFF TO REVIEW RECOMMENDATIONS FOR FUTURE IMPLEMENTATION AS APPROPRIATE; AND PROVIDING AN EFFECTIVE DATE.

KeAndrea Davis, AHAC Chair, Phil Thompson and Chad Ingram, AHAC, presented the 5 strategies for the implementation of affordable housing.

The Commission discussed the recommendations.

Ms. Cox clarified the goal of the resolution and the steps to follow.

Commissioner Gaines commended the committee on their hard work as a committee member.

Commissioner Broderick commented on the need for an affordable housing navigator.

Mayor Hudson commented on the current legislation regarding affordable housing.

Mr. Mimms inquired about how the Commission would direct staff with their recommendations.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 24-R02.

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

Passed

f. Resolution 24-R03 amending the Local Housing Assistance Program (LHAP).

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

RESOLUTION NO. 24-R03
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

Johnna Morris, Director of Finance, presented the LHAP amendments which include an increase in LHAP from fifty thousand to one hundred thousand, an increase in rebuild from one hundred fifty thousand to two hundred fifty thousand, and foreclosure prevention.

The Commission inquired on the impact of this change.

Ms. Morris commented that with the current funds, it may affect the number of residents that can be helped.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R03.

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

Passed

14. COMMENTS FROM THE PUBLIC

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Hoyt C. Murphy Jr.

Edmundo Marino

Terry Calhoun

Tessa Adams

Greg Rosslow

Laura Murphy

Jacques Chester

Debra Brown

Christa Stone

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms commented on the January 23rd Strategic Planning Session, including homeless and women's programs, and infrastructure to be discussed with St. Lucie County, a joint meeting with St. Lucie County, and 707 N. 7th streets living conditions will be reported to the building department and the Housing Authority.

City Clerk Linda Cox – No comments

City Attorney Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson commented that he took Congressman Mast and staff to tour 707 N. 7th Street and the need for assistance, the challenges with homelessness and the need for County assistance and strategy, and the work that needs to be done in 2024.

Commissioner Broderick commented on the economic impact of homelessness and unsafe conditions.

Commissioner Jeremiah Johnson commented on homelessness and the role of

religious communities in serving and doing so in the proper locations.

Commissioner Gaines commented on the need for hard decisions to maintain the safety of the City and the great time had at the MLK Parade.

Mayor Hudson commented on the conversation with Pat Murphy and the local non-profit organization working with the homeless to come up with innovative ideas to assist the City.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at 9:56 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 02/05/2024

Re: Letter from IRSC

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter sent on behalf of the IRSC Foundation's Board of Directors expressing gratitude to the City of Fort Pierce for a donation to the Promise Program.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/25/2024 04:45 PM

Form Started By: Jennifer Robinson Started On: 01/25/2024 01:48 PM

Final Approval Date: 01/25/2024

IRSC Foundation

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
Phone: 772-462-4786
Fax: 772-462-4602
irscfoundation.org

Received
JAN 16 2024
City of Fort Pierce
City Manager's Office

RECEIVED
JAN 11 2024
FINANCE DEPT.

December 28, 2023

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950-4205

Dear Friends:

Thank you for your wonderful support of Indian River State College (IRSC) and for forwarding your contribution of $2,000.00 (check #291174). As requested, these funds will be used to support the Promise Program. Your donation will enhance the opportunities and the educational environment at IRSC, which so many students benefit from each day.

IRSC has remained steadfast in providing students equal access to a quality learning environment with many educational opportunities. We invite you to visit the Foundation's website at www.irscfoundation.org for more information about some exciting growth, events, and foundation support currently taking place at IRSC.

On behalf of the Board of Directors of the IRSC Foundation, thank you again for your generous support and commitment to education in our community.

Best regards,

Annabel Robertson
Associate Vice President of Institutional Advancement and IRSC Foundation

In compliance with IRS requirements, please keep this letter as your official tax receipt and as certification that neither goods nor services were provided in consideration or exchange for this contribution.

INDIAN RIVER STATE COLLEGE FOUNDATION
JULY 8, 1965
FORT PIERCE, FLORIDA

City Commission Regular Meeting - 5:05 pm **10. a.**

Meeting Date: 02/05/2024

Re: Recommendations from Arts and Culture Advisory Board seeking approval by the Mayor and City Commission.

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Recommendations from Arts and Culture Advisory Board seeking approval by the Mayor and City Commission.

Attachments

Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/24/2024 03:33 PM

Form Started By: Marsha Commond Started On: 01/24/2024 10:20 AM

Final Approval Date: 01/24/2024

TO : Honorable Mayor and Members of the City Commission

FROM : Arts and Culture Advisory Board

RE : Recommendation to Revise the Art-In-Public Places Ordinance and to Approve the Zora Neale Hurston Experience Fest Sponsorship Request

DATE : February 5, 2024

Revision of Art-in-Public Places Ordinance

The Arts and Culture Advisory Board proposes that the City revise the existing Art-in-Public Places Ordinance to include the appropriation of fees from private development within the community. Currently, the ordinance only requires appropriation from city capital projects. Therefore, this initiative aims to create additional funding streams and mechanisms to more efficiently achieve the City's arts and culture objectives. As the City continues to grow, this approach will help maintain and expand the existing fund, ensuring that financial resources are available in the future. Notably, other communities, such as the City of Port Saint Lucie, have included private development as an additional source of funding.

Sponsorship Request for Zora Neale Hurston Experience Fest

The Arts and Culture Advisory Board recommends approving a $10,000 sponsorship request for the Zora Neale Hurston Experience Fest, to be funded through the Arts-in-Public Places Fund. The Zora Neale Hurston Florida Education Foundation organizes the event, which has been successfully held in the past few years. This festival provides an excellent opportunity to educate and commemorate the life and legacy of Zora Neale Hurston while celebrating her impact on the City of Fort Pierce community.

The recommendations help meet the following City goals:

Goal 5: Enjoy our community – Value the arts and culture as a community asset.

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

Meeting Date: 02/05/2024

Re: Ten (10) Agreements for Tax Deed Sale Surplus Proceeds

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approve ten (10) Agreements for Tax Deed Sale Surplus Proceeds between the City of Fort Pierce and the St. Lucie County Clerk of the Circuit Court and Comptroller.

SUMMARY:

Ten (10) separate properties were sold at a public tax deed sale due to unpaid taxes. The City of Fort Pierce had various liens on those properties and was entitled to certain surplus proceeds from the sale. Pursuant to the Agreements, the Clerk has agreed to honor the validity of all liens filed within twenty (20) years of the tax deed sale date and disperse the surplus proceeds, according to applicable law, upon receiving amended claims for the surplus proceeds from the City.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

Certain liens will be paid to the City pursuant to the Agreements.

Attachments

Tax Deed No. 21-042 1005 N. 13th Street

Tax Deed No. 21-047 0 Ave. J.

Tax Deed No. 21-054 807 N. 22nd Street

Tax Deed No. 21-351 111 N. 12th Street

Tax Deed No. 21-406 1208 N. 16th Court

Tax Deed No. 21-412 904 N. 12th Street

Tax Deed No. 21-421 2701 Avenue I

Tax Deed No. 21-427 0 N. 26th Street
Tax Deed No. 21-430 427 Means Court
Tax Deed No. 22-001 1004 N. 14th Street

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/25/2024 04:44 PM

Form Started By: Sara Hedges Started On: 01/24/2024 06:19 PM
Final Approval Date: 01/25/2024

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 10th day of January, 2022, pursuant to Tax Deed #21-042, the property located at 1005 N 13th Street, Fort Pierce, FL 34950. (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date January 10, 2022 by the City against the Property and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date January 10, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 4/30/2012
        ii. 7/29/2013

d. The City agrees to submit an updated surplus claim within forty-five (45) days from the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:

By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
1005 N 13th St

By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT tabbies A

Tax Deed #: 21-042 Certificate #: 2014/1158 Sale Date of: 01/10/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE

Contact name, if applicable: ATTN: KATHY D'ARTON

Address: 100 N US HWY #1; PO Box 1480, FORT PIERCE, FL 34954-1480

Telephone Number: 772-467-3076

Email Address: KDARTON@CITYOFFORTPIERCE.COM

Tax No: 59-6000-62

Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:

✓ I claim surplus proceeds resulting from the above tax deed sale.

_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other

Describe in Detail: 1005 N 13th St 2404-516-0000-0000/5 SEE ATTACHED SHEET

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ 21,672.68 Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ _____ Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 21,672.68

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON, SENIOR ACCOUNTING ANALYST

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 26 day of January by KATHY D'ARTON who is personally known to me or has produced _____, as identification and who did take an oath.

Notary Public

My Commission Expires:

BRITTANY MEREDITH
Notary Public-State of Florida
Commission # HH 188927
My Commission Expires
August 24, 2025

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
JAN 21 2022
FINANCE DEPT.

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTNL KATHY D'ARTON
PO BOX 1480
FT PIERCE, FL 34954-1480

File #: 21-042
Certificate #: 2014/1158
Name in Which Assessed: GULF AND SOUTHERN CORPORATION

Pursuant to Chapter 197, Florida Statutes, the property located at **1005 N 13TH ST, FP** was sold at public sale on the 10th day of JANUARY, 2022 and a surplus of **$ 2463.35** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF JANUARY,2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-042
Address: 1005 N 13th Street
Parcel ID #2404-516-0050-000/5

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Lot Clearing Liens and Demolition Liens

Recording Date	Book	Pages	Original Lien Amount
5/18/95	956	1575	$141.99
3/18/96	1004	1480	$1,900.00
3/7/97	1064	1168	$5,435.00
4/30/12	3384	1835-1836	$140.00
7/29/13	3543	200-201	$225.00
		Total of Liens:	$7,841.99
		Filing Fees:	$8.42
		Interest & Penalties:	$13,822.27
		Amount Due	**$21,672.68**

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/26/22
Miscellaneous Receivables Inquiry 15:07:59

Customer ID . . . : 2778 Name: 1005 N 13TH ST GULF AND SOUTH
Last statement . : 1/06/22 Addr: 240451600500005 GULF AND SOUTH
Last invoice . . : 1/26/22 FT PIERCE, FL 34954
Current balance . : 5,511.62
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 5,511.62 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	DEMO	DEMOLITION	.00	1800.00	1800.00
_	DEMOA	ADMINISTATION/DEMO	.00	100.00	100.00
_	FEEDM	FILING FEES/DEMOLITION	.00	6.00	6.00
_	INT	DM INTEREST CHARGE 6%/YR	100.00	2920.32	3020.32
_	PEN	DM PENALTY CHARGES OF .1%	.00	585.30	585.30

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/26/22
Miscellaneous Receivables Inquiry 15:08:02

Customer ID . . . : 2778 Name: 1003 N 13TH ST GULF AND SOUTH
Last statement . : 1/06/22 Addr: 240451600500005 GULF AND SOUTH
Last invoice . . . : 9/12/07 MEADVILLE, PA 16335
Current balance . : 15,071.99
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 15,071.99 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	ADM00	OLD DEMO ADMIN	.00	100.00	100.00
_	DEMO	DEMOLITION	.00	5335.00	5335.00
_	INT	DM INTEREST CHARGE 6%/YR	.00	8069.66	8069.66
_	PEN	DM PENALTY CHARGES OF .1%	.00	1567.33	1567.33

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/26/22
Miscellaneous Receivables Inquiry 15:08:05

Customer ID . . . : 2778 Name: 1005 N 13TH ST GULF AND SOUTH
Last statement . : 1/06/22 Addr: 240451600500005 GULF AND SOUTH
Last invoice . . : 6/13/13 FT PIERCE, FL 34954
Current balance . : 1,089.07
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 1,089.07 Type: 001 0000 115 02 00 LC
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	FEELC	FILING FEES/LOT CLEARING	.00	2.42	2.42
_	INT01	LC INTEREST CHARGE 6%/YR	.00	495.49	495.49
_	LOTAD	LOT CLEARING ADMIN FEE	.00	300.00	300.00
_	LOTCL	LOT CLEARING	.00	41.99	41.99
_	LOTC2	LC	.00	165.00	165.00

More...

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 7th day of February, 2022, pursuant to Tax Deed #21-047, the property located at 0 Ave J, Fort Pierce, FL 34950. (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date February 7, 2022 by the City against the Property and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date February 7, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 3/29/2002
        ii. 9/12/2003
        iii. 9/12/2003

iv. 7/11/2003

v. 12/10/2003

vi. 12/10/2003

vii. 3/25/2004

viii. 5/3/2004

ix. 7/7/2011

x. 12/14/2012

xi. 12/6/2013

xii. 3/19/2014

xiii. 9/23/2016

xiv. 10/24/2019

xv. 4/16/2020

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

Complete and return to:

By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982

By email: taxdeeds@stlucieclerk.com

1305 Ave J

EXHIBIT tabbies A

Tax Deed #: 21-047 Certificate #: 2014/1405 Sale Date of: 02/07/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE

Contact name, if applicable: ATTN: KATHY D'ARTON

Address: 100 N US HWY #1; PO BOX 1480 FORT PIERCE, FL 34954-1480

Telephone Number: 772-467-3076

Email Address: KDARTON@CITYOFFORTPIERCE.COM

Tax No: 59-6000-62

Date of Sale (if known):

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:

_____ I claim surplus proceeds resulting from the above tax deed sale.

_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other

Describe in Detail: LOT CLEARING LIENS SEE ATTACHED SHEET

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ 11,079.73 Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ _____ Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 11,079.73

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due ~~me~~ be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathryn D'Arton Print Name & Title: KATHRYN D'ARTON, SENIOR ACCOUNTING ANALYST

STATE OF FLORIDA

COUNTY OF ST LUCIE

The foregoing instrument was sworn to or affirmed and signed before me this 10th day of MARCH 2022 by KATHRYN D'ARTON, who is personally known to me or has produced _____, as identification and who did take an oath.

Notary Public

My Commission Expires:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

3/10/22

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-047
Address: 1305 Ave J
Parcel ID #2404-807-0005-000/8

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
11/20/95	985	913	$280.00
7/31/97	1090	2890	$150.23
11/7/97	1109	149	$150.53
12/9/97	1114	680	$150.54
3/9/98	1130	1997	$150.53
8/13/98	1165	1092	$150.53
11/6/98	1182	2222	$150.53
2/8/99	1202	195	$150.53
3/29/99	1212	1275	$140.86
10/13/99	1255	2894	$130.53
11/9/99	1261	1744	$130.53
2/16/00	1280	1179	$130.53
7/17/00	1314	1055	$135.52
1/24/01	1358	840	$134.74
10/2/01	1439	2839	$134.74
3/29/02	1508	2653	$134.74
9/12/03	1796	2901	$133.16
9/12/03	1796	2915	$193.16
7/11/03	1751	1113	$133.16
12/10/03	1860	2008	$173.16
12/10/03	1860	1997	$133.16
3/25/04	1928	1096	$193.16
5/3/04	1956	200	$133.16
7/7/11	3306	911-912	$136.86
12/14/12	3463	2623-2635	$120.00
12/6/13	3585	339-341	$125.00
3/19/14	3613	2491-2496	$225.00
9/23/16	3915	1662-1664	$160.00
10/24/19	4337	1418	$450.00
4/16/20	4409	842	$450.00
		Total of Liens:	$5,164.59
		Filing Fee	$1.70
		Interest & Penalties:	$5,913.74
		Amount Due	**$11,080.03**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
FEB 1 1 2022
FINANCE DEPT.

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: K. D'ARTON
PO BOX 1480
FORT PIERCE, FL 34954-1480

File #: 21-047
Certificate #: 2014/1405
Name in Which Assessed: GULF & SOUTHERN CORPORATION

1305 Ave J
2404-807-0005-0008

Pursuant to Chapter 197, Florida Statutes, the property located at **0 AVENUE J, FP** was sold at public sale on the 7th day of FEBRUARY, 2022 and a surplus of **$ 2963.63** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 8th DAY OF FEBRUARY,2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 3/10/22
Miscellaneous Receivables Inquiry 10:14:44

Customer ID . . . : 162 Name: 1305 AV J GULF & SOUTHER
Last statement . : 3/08/22 Addr: 240480700050008 GULF & SOUTHER
Last invoice . . : 1/08/20 MEADVILLE, PA 16335-1318
Current balance . : 11,079.73
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 11,079.73 Type: 001 0000 115 02 00 LC
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	FEELC	FILING FEES/LOT CLEARING	.00	1.70	1.70
_	INT01	LC INTEREST CHARGE 6%/YR	25.32	4912.45	4937.77
_	LOTAD	LOT CLEARING ADMIN FEE	.00	3000.00	3000.00
_	LOTCL	LOT CLEARING	.00	1197.43	1197.43
_	LOTC2	LC	.00	966.86	966.86

More...

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 3/10/22
Miscellaneous Receivables Inquiry 10:14:44

Customer ID . . . : 162 Name: 1305 AV J GULF & SOUTHER
Last statement . : 3/08/22 Addr: 240480700050008 GULF & SOUTHER
Last invoice . . : 1/08/20 MEADVILLE, PA 16335-1318
Current balance . : 11,079.73
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 11,079.73 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	PEN01	LC PENALTY CHARGES OF .1%	5.04	970.93	975.97

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this __ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 7th day of February, 2022, pursuant to Tax Deed #21-054, the property located at 807 N 22nd Street, Fort Pierce, FL 34950. (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date February 7, 2022 by the City against the Property and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date February 7, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 3/25/2004
        ii. 3/25/2009
        iii. 1/19/2020 (correct year being 2010)

iv. 4/12/2011

v. 3/5/2013

vi. 2/28/2014

vii. 7/24/2015

viii. 3/21/2016

ix. 3/14/2017

x. 2/20/2020

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to

this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

SURPLUS

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT A

Tax Deed #: 21-054 Certificate #: 2014/1337 Sale Date of: 02/07/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHRYN D'ARTON
Address: 100 N US Hwy #1; PO Box 1480 FORT PIERCE, FL 34954-1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6009-322
Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
☑ I claim surplus proceeds resulting from the above tax deed sale.
☐ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☐ Other
Describe in Detail: DEMOLITION; LOT CLEARING LIENS; SEE ATTACHED SHEET

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ 9,187.82 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 9,187.82

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathryn D'Arton Print Name & Title: KATHRYN D'ARTON, SENIOR ACCOUNTING ANALYST

STATE OF FLORIDA
COUNTY OF ST LUCIE

The foregoing instrument was sworn to or affirmed and signed before me this 10th day of MARCH 2022 by KATHRYN D'ARTON, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Public

My Commission Expires:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

3/9/22

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-054
Address: 807 N 22nd Street
Parcel ID #2404-710-0145-000/4

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Lot Clearing Liens & Demolition Lien

Recording Date	Book	Pages	Original Lien Amount
11/6/98	1182	2214	$2,145.97
5/16/00	1299	2863	$146.30
3/25/04	1928	1094	$144.20
3/25/09	3072	882-884	$184.11
1/19/20	3162	2992-2993	$149.11
4/12/11	3284	371-371	$149.11
3/5/13	3491	1393-1395	$130.00
2/28/14	3608	974-979	$300.00
7/24/15	3771	461-465	$175.00
3/21/16	3848	1066-1070	$160.00
3/14/17	3972	1774-1779	$165.00
2/20/20	4385	1127	$450.00
		Total of Liens:	$4,298.80
		Interest & Penalties:	$4,889.02
		Amount Due	**$9,187.82**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
FEB 14 2022
FINANCE DEPT.

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: FINANCE DEPT
PO BOX 1480
FORT PIERCE, FL 34954-1480

File #: 21-054
Certificate #: 2014/1337
Name in Which Assessed: RICK HEERS

2404-110-0145-000/4

Pursuant to Chapter 197, Florida Statutes, the property located at **807 N 22ND ST, FP** was sold at public sale on the 7th day of FEBRUARY, 2022 and a surplus of **$ 7167.08** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 8th DAY OF FEBRUARY,2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 2/22/22
Miscellaneous Receivables Inquiry 14:19:45

Customer ID . . . : 1276 Name: 807 N 22ND ST HEERS
Last statement . : 2/06/22 Addr: 240471001450004 HEERS
Last invoice . . : 11/04/19 WEST PALM BEACH, FL 33411
Current balance . : 3,539.22
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 3,539.22 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	INT01	LC INTEREST CHARGE 6%/YR	.00	1153.31	1153.31
_	LOTAD	LOT CLEARING ADMIN FEE	.00	1101.80	1101.80
_	LOTCL	LOT CLEARING	.00	91.31	91.31
_	LOTC2	LC	.00	962.33	962.33
_	PEN01	LC PENALTY CHARGES OF .1%	.00	230.47	230.47

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 2/22/22
Miscellaneous Receivables Inquiry 14:19:36

Customer ID . . . : 1276 Name: 807 N 22ND ST HEERS
Last statement . : 2/06/22 Addr: 240471001450004 HEERS
Last invoice . . : 6/02/08 WEST PALM BEACH, FL 33411
Current balance . : 5,648.60
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 5,648.60 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	DEMOA	ADMINISTATION/DEMO	.00	100.00	100.00
_	DEMO2	CITY DEMOLITION	.00	2045.97	2045.97
_	INT	DM INTEREST CHARGE 6%/YR	.00	2924.26	2924.26
_	PEN	DM PENALTY CHARGES OF .1%	.00	578.37	578.37

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on 17th day of October, 2022, pursuant to Tax Deed #21-351, the property located at 111 N. 12th Street, Fort Pierce, FL 34950. (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date October 17, 2022 by the City against the Property and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date October 17, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 9/12/2003
        ii. 7/11/2003
        iii. 7/30/2003

iv. 12/10/2003

v. 1/14/2004

vi. 5/3/2004

vii. 2/15/2005

viii. 5/27/2005

ix. 9/15/2006

x. 1/22/2007

xi. 4/10/2008

xii. 6/4/2008

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to

this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: _____
Michelle Miller

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Assh County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT tabbies A

Tax Deed #: 21-351 Certificate #: 2014/2183 Sale Date of: 10/17/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHY D'ARTON
Address: 100 N US HWY #1; PO Box 1480 FORT PIERCE, FL 34954-1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6020-62
Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
✓ I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 111 N 12th St 2409-517-0023-0005-

Describe in Detail: DEMOLITION & LOT CLEARING LIENS SEE ATTACHED SHEET

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ 16,856.31 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 8,840.56

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 15 day of NOVEMBER 2023 by KATHY D'ARTON, who is personally known to me or has produced _____, as identification and who did take an oath.

Wendy Rydzewski
Notary Public

My Commission Expires:

WENDY RYDZEWSKI
Notary Public
State of Florida
Comm# HH234275
Expires 2/28/2026

11/28/22

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-351
Address: 111 N 12th St
Parcel ID #2409-517-0023-000/5

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Demolition & Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
3/29/99	1212	1348	3,550.00
7/17/00	1314	1052	189.10
12/19/01	1468	2378	189.10
3/29/02	1508	2650	189.10
7/24/02	1557	1315	185.05
9/26/02	1586	909	185.05
9/12/03	1796	2900	185.05
7/11/03	1751	1102	370.10
7/30/03	1763	729	185.05
12/10/03	1860	1999	370.10
1/14/04	1881	2040	185.05
5/3/04	1956	203	245.06
2/15/05	2160	2884-2891	189.10
5/27/05	2255	1806	189.10
9/15/06	2657	1619	579.70
1/22/07	2745	2632-2633	227.50
4/10/08	2959	2667-2668	194.50
6/4/08	2980	1837-1839	254.50
		Total of Liens:	$7,662.21
		Interest & Penalties:	$9,194.10
		Amount Due	**$16,856.31**

3207
2409-517-0023-0001

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
NOV 15 2022
FINANCE DEPT.

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: K. D'ARTON
PO BOX 1480
FORT PIERCE, FL 34954-1480
File #: 21-351
Certificate #: 2014/2183
Parcel ID #:
Name in Which Assessed: SAVITRI CHATARPAL | SAVITRI CHATARPAL|WASHINGTON

Pursuant to Chapter 197, Florida Statutes, the property located at **111 N 12TH ST, FP** was sold at public sale on the 17nd day of OCTOBER, 2022 and a surplus of **$ 8840.56** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 2nd DAY OF NOVEMBER, 2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

1/1/2023 206-74 - 254.50
215108 20336 194.50

By: [signature]
Deputy Clerk

2116199-6341-3550

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 3/13/23
Miscellaneous Receivables Inquiry 15:47:48

Customer ID . . . : 3207 Name: 111 N 12 ST CHATARPAL, S
Last statement . : 3/13/23 Addr: 240951700230005 CHATARPAL, S
Last invoice . . : 4/22/08 KATY, TX 77450
Current balance . : 932.20
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 932.20 Type: 104 0000 115 02 00 LOT CL
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	INT04	LC INT CHG 6%/YR REDEV	2.24	401.63	403.87
_	LOTA1	LC ADMIN REDEV	.00	200.00	200.00
_	LOTC1	LOT CLEARING REDEV	.00	249.00	249.00
_	PEN04	LC PEN CHG OF .1% REDEV	.44	78.89	79.33

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 3/13/23
Miscellaneous Receivables Inquiry 15:47:59

Customer ID . . . : 3207 Name: 111 N 12 ST CHATARPAL, S
Last statement . : 3/13/23 Addr: 240951700230005 CHATARPAL, S
Last invoice . . : 1/28/00 KATY, TX 77450
Current balance . : 8,520.20
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 8,520.20 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00

Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Current	Overdue	Total due
_	DEMO	DEMOLITION	.00	3781.36	3781.36
_	DEMOA	ADMINISTATION/DEMO	.00	107.80	107.80
_	INT	DM INTEREST CHARGE 6%/YR	17.75	3847.20	3864.95
_	PEN	DM PENALTY CHARGES OF .1%	3.55	762.54	766.09

Bottom

F3=Exit F7=Pending activity F8=Charge hsty F9=Payment hsty
F10=Combined detail F11=Invoice inquiry F12=Cancel F13=Auto charges
F14=Deposit detail F20=Print Activity Listing F21=Other tasks

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 5th day of December 2022, under Tax Deed #21-406, the property located at 1208 N. 16th Court, Fort Pierce, FL 34950 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date of December 5, 2022 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date of December 5, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 9/12/2003
        ii. 9/12/2003
        iii. 7/11/2003

iv. 12/10/2003

v. 1/14/2004

vi. 3/26/2004

vii. 9/12/2005

viii. 5/16/2006

ix. 9/15/2006

x. 11/12/2008

xi. 3/25/2009

xii. 2/11/2011

xiii. 6/6/2014

xiv. 7/24/2015

xv. 7/20/2016

xvi. 12/13/2016

xvii. 2/26/2019

xviii. 11/19/2021

xix. 6/2/2022

d. The City agrees to submit an updated surplus claim within forty-five (45) days from the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTY CLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT tabbies A

Tax Deed #: 21-406 Certificate #: 2014/1155 Sale Date of: 12/05/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FT PIERCE
Contact name, if applicable: ATTN: KATHRYN D'ARTON
Address: 100 N US HWY #1; PO BOX 1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No.: 59-6000-62
Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
✓ I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 1208 N 16TH Ct 2404-516-0023-00017

Describe in Detail: LOT CLEARING & DEMOLITION LIENS

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ 17,525.96 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 8,527.41

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathryn D'Arton Print Name & Title: KATHRYN D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 12 day of January 2023 by KATHRYN D'ARTON, who is personally known to me or has produced _____, as identification and who did take an oath.

Notary Public State of Florida
Junelly Jimenez Sebastiano
My Commission HH 297128
Expires 8/3/2026

Notary Public

My Commission Expires: 8/3/26

1/12/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-406
Address: 1208 N 16th Ct
Parcel ID #2404-516-0023-000/7

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Demoltion and Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
3/9/98	1130	1992	2,000.00
3/9/98	1130	1998	182.92
2/8/99	1202	200	172.92
3/29/99	1212	1351	192.92
10/13/99	1255	2895	142.92
11/9/99	1261	1744	142.92
2/16/00	1280	1180	142.92
5/16/00	1299	2864	148.84
11/27/00	1344	1354-1355	148.84
2/6/01	1361	1415	148.84
9/12/03	1796	2902	146.62
9/12/03	1796	2915	146.62
7/11/03	1751	1114	146.62
12/10/03	1860	2009	146.62
1/14/04	1881	2045	146.62
3/26/04	1929	451	146.62
9/12/05	2358	1028-1032	148.84
5/16/06	2563	1125-1126	125.50
9/15/06	2657	1619-1621	184.84
11/12/08	3032	1586-1591	151.80
3/25/09	3072	882-884	186.63
2/11/11	3269	14-15	151.80
6/6/14	3639	961-962	170.00
7/24/15	3771	461-465	195.00
7/20/16	3892	2339-2340	175.00
12/13/16	3942	541-543	170.00
2/26/19	4236	1311-1313	500.00
11/19/21	4539	1578	400.00
6/2/22	4835	2530	1,900.00
		Total of Liens:	$8,763.17
		Interest & Penalties:	$8,762.79
		Amount Due	**$17,525.96**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
DEC 19 2022
FINANCE DEPT

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIECE
ATTN: FINANCE DEPT
P.O. BOX 1480
FT PIERCE, FL 34954-1480
File #: 21-406
Certificate #: 2014/1155
Parcel ID #:
Name in Which Assessed: GULF & SOUTHERN CORPORATION | GULF AND SOUTHERN CORPORATION

Pursuant to Chapter 197, Florida Statutes, the property located at **1208 N 16TH CT, FP** was sold at public sale on the 5th day of DECEMBER, 2022 and a surplus of **$ 8527.41** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF DECEMBER, 2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 5th day of December 2022, pursuant to Tax Deed #21-412, the property located at 904 N. 12th Street, Fort Pierce, FL 34950 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date of December 5, 2022 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date of December 5, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 9/12/2003
        ii. 3/9/2004
        iii. 5/3/2004

iv. 9/22/2004

v. 5/27/2005

vi. 10/13/2005 (Correct Book number being 2389)

vii. 3/27/2006

viii. 10/13/2006

ix. 12/13/2007

x. 5/8/2008

xi. 11/12/2008

xii. 6/11/2009

xiii. 9/21/2009

xiv. 7/29/2013

xv. 3/19/2014

xvi. 1/13/2015

xvii. 12/13/2016

xviii. 1/19/2018

xix. 2/26/2019

xx. 7/16/2020

d. The City agrees to submit and updated claim within 45 days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:	COPY TO:
St. Lucie County Clerk and Comptroller 201 South Indian River Drive Fort Pierce, FL 34950 Attn: Michelle Miller, Clerk and Comptroller	County Attorney's Office 2300 Virginia Avenue Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: Ruth
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT A

Tax Deed #: 21-412 Certificate #: 2014/1479 Sale Date of: 12/05/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHY D'ARTON
Address: 100 N US HWY #1; PO Box 1480 FT PIERCE, FL 34954-1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6000-62
Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
✓ I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 904 N 12TH ST 2404-818-0022-0001-7
Describe in Detail: DEMOLITION & LOT CLEARING LIENS
If your lien is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____
Interest Due: $ _____ Fees & Costs: $ 16,385.66 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____
If your former title is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
Amount of surplus tax deed sale proceeds claimed: $ 9,242.33
Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 12 day of January 2023 by KATHY D'ARTON, who is personally known to me or has produced _____, as identification and who did take an oath.

Notary Public

My Commission Expires:

Notary Public State of Florida
Junelly Jimenez Sebastiano
My Commission HH 297128
Expires 8/3/2026

1/12/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-412
Address: 904 N 12th St
Parcel ID #2404-818-0022-000/7

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Demolition and Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
1/24/01	1358	842	146.00
9/12/03	1796	2948	3,290.00
3/9/04	1916	1621	138.03
5/3/04	1956	201	178.03
9/22/04	2064	103	138.04
5/27/05	2255	1808-1809	139.85
10/13/05	2839	480-482	139.85
3/27/06	2518	1331-1335	139.60
10/13/06	2678	20-23	139.85
12/13/07	2915	2215-2216	629.26
5/8/08	2971	164-165	167.26
11/12/08	3032	1586-1591	142.26
6/11/09	3098	2188-2190	159.76
9/21/09	3129	2996-2998	142.26
7/29/13	3543	193-194	150.00
3/19/14	3613	2473-2476	500.00
1/13/15	3707	734-736	200.00
12/13/16	3942	539-540	200.00
1/19/18	4088	2282-2283	400.00
2/26/19	4236	1311-1313	350.00
7/16/20	4447	71	450.00
		Total of Liens:	$7,940.05
		Interest & Penalties:	$8,445.61
		Amount Due	**$16,385.66**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

DEC 19 2022

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: K D'ARTON
P.O. BOX 1480
FT. PIERCE, FL 34954-1480
File #: 21-412
Certificate #: 2014/1479
Parcel ID #:
Name in Which Assessed: TESSIE SMITH (EST)

Pursuant to Chapter 197, Florida Statutes, the property located at **904 N 12TH ST, FP** was sold at public sale on the 5th day of DECEMBER, 2022 and a surplus of **$ 9242.33** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF DECEMBER, 2022

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 19th day of December 2022, under Tax Deed #21-421, the property located at 2701 Avenue I Fort Pierce, FL 34947 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date December 19, 2022 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date December 19, 2023 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 7/11/2003
        ii. 7/30/2003
        iii. 12/10/2003

iv. 12/10/2003

v. 3/25/2004

vi. 6/4/2004

vii. 9/22/2004

viii. 10/28/2004

ix. 2/15/2005

x. 6/24/2005

xi. 9/12/2005

xii. 3/27/2006

xiii. 11/12/2008

xiv. 3/25/2009

xv. 10/23/2009

xvi. 1/19/2010

xvii. 1/31/2017

xviii. 8/9/2022

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT A

Tax Deed #: 21-421 Certificate #: 2014/1739 Sale Date of: 12/19/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHY D'ARTON
Address: 100 N US HWY #1 ; PO BOX 1480, FORT PIERCE, FL 34954-1480
Telephone Number: 772-467-3070
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6000-62
Date of Sale (if known):

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
V I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 2701 AVE I 2405-518-0001-0001/7
Describe in Detail: Demolition & Lot Clearing Liens
If your lien is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____
Interest Due: $ _____ Fees & Costs: $ 11,432.25 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____
If your former title is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
Amount of surplus tax deed sale proceeds claimed: $ 2,650.98
Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 24 day of January 2023 by Kathy D'Arton, who is personally known to me or has produced _____, as identification and who did take an oath.

Wendy Rydzewski
Notary Public

My Commission Expires:

WENDY RYDZEWSKI
Notary Public
State of Florida
Comm# HH234275
Expires 2/28/2026

1/26/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-421
Address: 2701 Ave I
Parcel ID #2405-818-0001-000/7

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Demolition and Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
11/30/90	717	2141	85.00
1/4/91	722	235-236	1,160.00
1/3/92	770	1664	112.00
10/30/92	813	2207	107.00
7/11/03	1751	1116	115.00
7/30/03	1763	738	143.21
12/10/03	1860	2010	143.21
12/10/03	1860	1997	136.73
3/25/04	1928	1091	143.22
6/4/04	1983	2835	143.21
9/22/04	2064	102	143.22
10/28/04	2086	1467	144.87
2/15/05	2160	2884-2891	225.39
6/24/05	2282	594-597	145.39
9/12/05	2358	1028-1032	145.39
3/27/06	2518	1331-1335	145.28
11/12/08	3032	1586-1591	148.14
3/25/09	3072	882-884	183.14
10/23/09	3139	494-495	148.13
1/19/10	3162	2994-2995	148.14
1/31/17	3958	1707-1710	150.00
8/9/22	4871	32	850.00
		Total of Liens:	$4,865.67
		Filing Fees	$7.52
		Interest & Penalties:	$6,559.06
		Amount Due	**$11,432.25**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL.34982

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: FINANCE DEPT
PO BOX 1480
FORT PIERCE, FL 34954-1480
File #: 21-421
Certificate #: 2014/1739
Parcel ID #:
Name in Which Assessed: GULF & SOUTHERN CORPORATION | GULF AND SOUTHERN CORPORATION

Pursuant to Chapter 197, Florida Statutes, the property located at **2701 AVENUE I, FP** was sold at public sale on the 19th day of DECEMBER, 2022 and a surplus of **$ 2650.98** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF JANUARY,2023

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 19th day of December 2022, under Tax Deed #21-427, the property located at 0 N. 26th Street, Fort Pierce, FL 34974 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date of December 19, 2022 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date of December 19, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 7/11/2003
        ii. 5/3/2004
        iii. 10/28/2004

iv. 5/27/2005

v. 9/5/2008

vi. 1/19/2010

vii. 3/27/2013

viii. 3/19/2014

ix. 11/10/2014

x. 3/21/2016

xi. 8/26/2016

xii. 1/19/2018

xiii. 1/3/2019

xiv. 8/9/2022

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

EXHIBIT A

Tax Deed #: 21-427 Certificate #: 2014/1925 Sale Date of: 12/19/2022

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHY D'ARTON
Address: 100 N US Hwy #1; PO Box 1480, FT PIERCE, FL 34954-1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6000-62
Date of Sale (if known):

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
✓ I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other ON 26th Street 2408-501-0086-0002

Describe in Detail: LOT CLEARING LIENS

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ 3412965 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 10,364.02

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 20 day of January 2023 by Kathy D'Arton, who is personally known to me or has produced _____, as identification and who did take an oath.

Wendy Rydzewski
Notary Public

My Commission Expires:

WENDY RYDZEWSKI
Notary Public
State of Florida
Comm# HH234275
Expires 2/28/2026

1/26/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-427
Address: O N 26th Street
Parcel ID #2408-501-0086-000/2

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
9/28/78	295	90	280.00
2/28/89	625	1560	2,753.33
11/7/97	1109	147	193.08
3/9/98	1130	1993	193.08
5/16/00	1299	2869	183.16
10/5/00	1333	375	183.16
1/24/01	1358	838	183.16
11/30/01	1461	1562	333.16
7/11/03	1751	1108	294.38
5/3/04	1956	203	489.38
10/28/04	2086	1466	179.38
5/27/05	2255	1804-1805	120.00
9/5/08	3011	1634	6,800.00
1/19/10	3162	2994-2995	188.20
3/27/13	3499	1279-1280	150.00
3/19/14	3613	2491-2496	250.00
11/10/14	3689	220-221	275.00
3/21/16	3848	1066-1070	225.00
8/26/16	3905	2794-2796	210.00
1/19/18	4088	2284-2285	500.00
1/3/19	4219	1091	500.00
8/9/22	4871	41	1,400.00
		Total of Liens:	$15,883.47
		Filing Fees	$3.87
		Interest & Penalties:	$18,242.31
		Amount Due	**$34,129.65**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

RECEIVED
JAN 23
TAX DEED DEPT

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
K D'ARTON
PO BOX 1480
FORT PIERCE, FL 34954-1480
File #: 21-427
Certificate #: 2014/1925
Parcel ID #:
Name in Which Assessed: 20205WY-23 LLC

Pursuant to Chapter 197, Florida Statutes, the property located at **0 N 26TH ST, FP** was sold at public sale on the 19th day of DECEMBER, 2022 and a surplus of **$ 10364.02** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF JANUARY,2023

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 19th day of December 2022, under Tax Deed #21-430, the property located at 427 Means Court, Fort Pierce, FL 34950 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date of December 19, 2022 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date of December 19, 2022 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 11/12/2008
        ii. 3/19/2014
        iii. 12/13/2016

d. The City agrees to submit an updated surplus claim within forty-five (45) days from the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTY CLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

Complete and return to:

By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982

By email: taxdeeds@stlucieclerk.com

Tax Deed #: 21-430 Certificate #: 2014/2106 Sale Date of: 12/19/2022

EXHIBIT A

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE

Contact name, if applicable: ATTN: KATHY D'ARTON

Address: 100 N U S HWY #1; POBOX 1480, FORT PIERCE FL 34954-1480

Telephone Number: 772-467-3076

Email Address: KDARTON@CITYOFFORTPIERCE.COM

Tax No: 59-6000-62

Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:

✓ I claim surplus proceeds resulting from the above tax deed sale.

_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 427 Means Ct 2409-501-0296-00010

Describe in Detail: DEMOLITION; LOT CLEARING LIENS

If your lien is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____

Interest Due: $ _____ Fees & Costs: $ 17,437.01 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____

If your former title is recorded in the County's Official Records, list the following, if known:

Recording Date: _____ Instrument #: _____ Book: _____ Page: _____

Amount of surplus tax deed sale proceeds claimed: $ 4,313.84

Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 20 day of January 2023 by Kathy D'Arton, who is personally known to me or has produced _____, as identification and who did take an oath.

Wendy Rydzewski
Notary Public

My Commission Expires:

WENDY RYDZEWSKI
Notary Public
State of Florida
Comm# HH234275
Expires 2/28/2026

1/26/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #21-430
Address: 427 Means Ct
Parcel ID #2409-501-0296-000/0

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Demolition & Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
5/18/95	956	1576	159.00
8/13/98	1165	1086	2,500.00
12/31/98	1194	2303	3,175.00
10/13/99	1255	2894	128.71
3/29/02	1508	2653	131.18
11/12/08	3032	1586-1591	159.95
3/19/14	3613	2491-2496	200.00
12/13/16	3942	539-540	140.00
		Total of Liens:	$6,593.84
		Filing Fees	$2.42
		Interest & Penalties:	$10,840.75
		Amount Due	**$17,437.01**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL.34982

JAN 23 2023

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
ATTN: K D'ARTON
P.O. BOX 1480
FORT PIERCE, FL 34954-1480
File #: 21-430
Certificate #: 2014/2106
Parcel ID #:
Name in Which Assessed: PINKIE MILLS

Pursuant to Chapter 197, Florida Statutes, the property located at **427 MEANS CT, FP** was sold at public sale on the 19th day of DECEMBER, 2022 and a surplus of **$ 4313.84** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 13th DAY OF JANUARY,2023

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

SETTLEMENT AGREEMENT REGARDING CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of _____, 20___ by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (hereinafter referred to as the "City") and the **ST. LUCIE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, a constitutional officer**, (herein after referred to as "Clerk").

WITNESSETH:

WHEREAS, on the 13th day of February 2023, under Tax Deed #22-001, the property located at 1004 N. 14th Street, Fort Pierce, FL 34950 (hereinafter "Property") was sold at a public tax deed sale due to unpaid taxes pursuant to Chapter 197, Florida Statutes; and,

WHEREAS, as a result of the sale, Surplus Proceeds remain in the care and control of the Clerk; and,

WHEREAS, the City has an interest in the Property and Surplus Proceeds pursuant to section 197.502(4), Florida Statutes by virtue of lien(s) perfected and recorded in the Official Records of St. Lucie County; and,

WHEREAS, the City timely filed a claim to the Surplus Proceeds, by virtue of a "Claim to Surplus Proceeds of a Tax Deed Sale," attached hereto as Exhibit "A"; and,

WHEREAS, after review, the parties agree that there is uncertainty as to the status of certain lien(s) in Exhibit "A" claimed by the City; and,

WHEREAS, the City and Clerk recognize that honoring those liens in question could deprive other potential claimants of a rightful claim to a portion of the Surplus Proceeds, leading to litigation and liability on behalf of the Clerk; and,

WHEREAS, to avoid the expense and uncertainty of litigation, the City and the Clerk have reached an agreement to resolve the validity of the claimed liens by the City and desire to enter into this Settlement Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each party, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. TERMS AND CONDITIONS.
    a. The Clerk agrees to honor the validity of all liens, otherwise valid, recorded in the Official Records of St. Lucie County within twenty (20) years of the date of February 13, 2023 and will not institute further legal action challenging their validity or expiration.
    b. The City agrees to only seek surplus funds for those liens recorded in the Official Records of St. Lucie County within twenty years of the date of February 13, 2023 and will not seek further action related to those liens recorded over twenty (20) years prior.
    c. As to Exhibit "A," the City and Clerk agree the liens recorded on the following dates are valid and will be honored for the purposes of distributing the Surplus Proceeds from the tax deed sale:
        i. 9/12/2003
        ii. 1/14/2004
        iii. 3/5/2013

iv. 3/19/2014

v. 1/19/2018

vi. 4/29/2020

d. The City agrees to submit an updated surplus claim within forty-five (45) days of the execution of this agreement.

e. The City and Clerk agree that, should competing claims to the Surplus Proceeds exist with the liens hereto agreed to as valid, such shall be distributed according to section 197.502(4), Florida Statutes, and applicable law.

f. The City and Clerk agree that, should no competing claims to the Surplus Proceeds exist with those liens hereto agreed to as valid, the Clerk shall release the Surplus Proceeds owed to the City according to applicable law.

3. GOVERNING LAW; VENUE. This Settlement Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Florida. Venue for any dispute arising under this Settlement Agreement shall lie exclusively in the courts of St. Lucie County, Florida.

4. ASSIGNMENT. This Settlement Agreement may not be assigned by either party without the other party's prior written consent which consent may be withheld for any reason or no reason.

5. SEVERABILITY. In the event any of the provisions of this Settlement Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected.

6. NOTICES. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery at the address set

forth below. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five (5) days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

AS TO CITY:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Nicholas Mimms, City Manager

COPY TO:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara K. Hedges, City Attorney

AS TO CLERK:

St. Lucie County Clerk and Comptroller
201 South Indian River Drive
Fort Pierce, FL 34950
Attn: Michelle Miller, Clerk and Comptroller

COPY TO:

County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34950

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

7. ENTIRE AGREEMENT; AMENDMENTS. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreements between the parties with respect to this Settlement Agreement. This Settlement Agreement may only be amended by a written document, properly authorized, executed, and delivered by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Settlement Agreement upon the terms and conditions above stated on the day and year below written.

ATTEST:

_____
Linda W. Cox, City Clerk

CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara K. Hedges, City Attorney

ST. LUCIE COUNTYCLERK:

BY: Michelle R Miller
Michelle Miller

DATE: 1/23/24

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Asst. County Attorney

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Claims must be filed within 120 days of the date the surplus notice was mailed or they are barred.

Complete and return to:
By mail: ST. Lucie County Clerk of the Circuit Court Tax Deed Dept
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982
By email: taxdeeds@stlucieclerk.com

EXHIBIT A

Tax Deed #: 22-001 Certificate #: 2015/1239 Sale Date of: 02/13/2023

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's name: CITY OF FORT PIERCE
Contact name, if applicable: ATTN: KATHY D'ARTON
Address: 100 N US HWY #1; P.O. BOX 1480 FORT PIERCE, FL 34954-1480
Telephone Number: 772-467-3076
Email Address: KDARTON@CITYOFFORTPIERCE.COM
Tax No: 59-6000-62
Date of Sale (if known): _____

I am a (check one): ☑ Lienholder ☐ Titleholder

Select ONE:
1 I claim surplus proceeds resulting from the above tax deed sale.
_____ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

(a) Type of Lien: ☐ Mortgage ☐ Court Judgment ☑ Other 1004 N 14TH ST 2404-516-0053-0016
Describe in Detail: LOT CLEARING LIENS
If your lien is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
(b) Original Lien Amount: $ _____ Amounts Due: $ _____ Principal remaining due: $ _____
Interest Due: $ _____ Fees & Costs: $ 7,386.92 Attorney Fees Claimed: $ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

(a) Nature of title: ☐ Deed ☐ Court Judgment ☐ Other _____
If your former title is recorded in the County's Official Records, list the following, if known:
Recording Date: _____ Instrument #: _____ Book: _____ Page: _____
Amount of surplus tax deed sale proceeds claimed: $ 7,080.85
Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: CITY OF FORT PIERCE and such payment be mailed to either the address above or to: _____

4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: Kathy D'Arton Print Name & Title: KATHY D'ARTON SENIOR ACCOUNTING ANALYST

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was sworn to or affirmed and signed before me this 23 day of February by Kathy D'Arton, who is personally known to me or has produced _____, as identification and who did take an oath.

Notary Public

My Commission Expires:

Notary Public State of Florida
Junelly Jimenez Sebastiano
My Commission HH 297128
Expires 8/3/2026

2/23/23

CITY OF FORT PIERCE
100 N US Hwy #1; PO Box 1480
Fort Pierce, FL 34954-1480
Phone #772-467-3076
Email address: kdarton@cityoffortpierce.com
Tax #59-6000-62

Tax Deed #22-001
Address: 1004 N 14th Street
Parcel ID #2404-516-0053-000/6

Claims To Surplus Proceeds of a Tax Deed Sale

Type of Liens: Lot Clearing Liens

Recording Date	Book	Pages	Original Lien Amount
10/29/96	1043	402	152.00
10/3/97	1102	1819	157.00
3/9/98	1130	1993	157.00
8/13/98	1165	1087	157.00
11/6/98	1182	2218	157.00
12/31/98	1194	2297	156.14
3/29/99	1212	1349	137.00
10/13/99	1255	2889	137.00
2/16/00	1280	1173	137.00
5/16/00	1299	2866	152.10
11/27/00	1344	1346	142.10
5/14/01	1392	1340	142.10
3/29/02	1508	2660	142.10
9/12/03	4653	2353	140.19
1/14/04	1881	2040	115.00
3/5/13	3491	1393	125.00
3/19/14	3613	2474	250.00
1/19/18	4088	2284	300.00
4/29/20	4414	826	450.00
		Total of Liens:	$3,305.73
		Interest & Penalties:	$4,081.19
		Amount Due	**$7,386.92**

Michelle R. Miller
Clerk of the Circuit Court
St. Lucie County, Florida
Tax Deed Department
2300 Virginia Avenue,2nd Floor
Fort Pierce, Florida 34982
(772) 462-6926
Mailing Address: 2300 Virginia Avenue,2nd Floor, Fort Pierce, FL 34982

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE

CITY OF FORT PIERCE
100 NORTH US 1
FORT PIERCE, FL 34950

File #: 22-001
Certificate #: 2015/1239
Parcel ID #:
Name in Which Assessed: CHRISTIAN DIRKES

Pursuant to Chapter 197, Florida Statutes, the property located at **1004 N 14TH ST, FP** was sold at public sale on the 13th day of FEBRUARY, 2023 and a surplus of **$ 7080.85** (subject to change) will be held by this office for **120 days** beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.504(4), Florida Statutes, as their interests may appear. For example, a senior mortgage or lien on the property will be satisfied before a junior mortgage or lien or to the former property owner. **To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within120 days of this notice.**

In order to be considered for distribution and possibly received any of these funds, you must fill out, have notarized and submit the enclosed affidavit to this office, detailing the particulars of your claim and the amount currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

After claims are examined, you will be notified if you are entitled to any payment

Dated this 17th DAY OF FEBRUARY,2023

MICHELLE R. MILLER
Clerk of the Circuit Court
ST. LUCIE COUNTY, FL

By: _____
Deputy Clerk

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

Meeting Date: 02/05/2024

Re: RFP 2024-013 - Disposal of Surplus Property – N. 25th Street, Lot 1 & 2

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Award RFP 2024-013 for Disposal of Surplus Property, N. 25th Street, Lot 1 & 2 identified by Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3, to the highest responsive bidder, Larry Lee Jr. & Family, LLC., and authorize staff to enter into negotiations for the sale of the property.

SUMMARY:

The City of Fort Pierce is the owner of real property located at TBD N 25th St, identified by Parcel IDs: 2408-501-0066-000-6 & 2408-501-0067-000-3, with a legal description of: EMANCIPATION PARK BLK 5 LOT 1-LESS E 10 FT and EMANCIPATION PARK BLK 5 LOT 2-LESS E 10 FT. The properties were declared surplus by the Fort Pierce City Commission on January 19, 2021, via Resolution 21-R10. Request for Proposal (RFP) number 2024-013 was issued on October 27, 2023. The invitation was sent to 455 vendors. Ten (10) vendors requested specifications with two (2) responding.

City staff evaluated the responses cumulatively as follows:

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Larry Lee Jr and Family, LLC	55	61	65	80	**261**
Progression Properties, LLC	70	43	60	65	238

In accordance with the Fort Pierce Code of Ordinances, Section 101-23 (4), the Planning Board reviewed the request and forwarded a recommendation to the City Commission for approval of the sale of real property located at TBD N 25th St, identified by Parcel IDs: 2408-501-0066-000-6 & 2408-501-0067-000-3, with a legal description of: EMANCIPATION PARK BLK 5 LOT 1-LESS E 10 FT and EMANCIPATION PARK BLK 5 LOT 2-LESS E 10 FT to Larry Lee Jr. & Family, LLC.

RECOMMENDATION:

Award RFP 2024-013 for Disposal of Surplus Property, N. 25th Street, Lot 1 & 2 identified by Parcel IDs: 2408-501-0066-000-6 and 2408-501-0067-000-3, to the highest responsive bidder, Larry Lee Jr. & Family, LLC., and authorize staff to enter into negotiations for the sale of the property.

ALTERNATIVES:

Award the bid to the second highest ranked respondent or issue a new bid.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager
Purchasing Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: 10,100
OTHER INFORMATION:
Purchase price $10,100

Attachments

RFP No 2024-013 Bid Document
Larry Lee Jr. & Family LLC Submittal
Progression Properties, LLC Submittal
Evaluation Matrix
Cumulative Evaluation Results
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/24/2024 03:28 PM
City Manager	Nick Mimms	01/24/2024 03:28 PM
Form Started By: Miriam Garcia		Started On: 01/19/2024 10:22 AM
Final Approval Date: 01/24/2024		

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-013**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTIES – N. 25TH STREET LOT 1 & LOT 2**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **3:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms:**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCITONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the

Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's

Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a

subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the

prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **3:00PM, Monday, November 13, 2023**.

2. SUBMISSIONS OF PROPOSALS

Electronic format only.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Manager:

TO
Miriam Garcia
Redevelopment Specialist
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
mgarcia@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.
Are as follows:

SECTION III

STATEMENT OF WORK

1. OBJECTIVE

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Request for Proposals (RFP).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the "Properties") owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the "FPRA"):

- **N. 25TH STREET - 2408-501-0066-000-6 AND**
- **N. 25TH STREET - 2408-501-0067-000-3**

2. GENERAL PROPERTY CONDITIONS

The subject property is listed as follows:

N. 25TH STREET – Parcel ID #: 2408-501-0066-000-6

The subject property is located at the corner of Booker Street and North 25th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.14 acres or 6,250 square feet. This vacant property is cleared and ready to build, zoned General Commercial C-3.

The St. Lucie County Property Appraiser property detail for 2408-501-0066-000-6 is included as Exhibit "A".

N. 25TH STREET – Parcel ID #: 2408-501-0067-000-3

The subject property is located on a major corridor of Fort Pierce at North 25th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.14 acres or 6,250 square feet. This vacant property is cleared and ready to build, zoned General Commercial C-3.

The St. Lucie County Property Appraiser property detail for 2408-501-0067-000-3 is included as Exhibit "A".

N. 25TH STREET - 2408-501-0066-000-6 AND N. 25TH STREET - 2408-501-0067-000-3 are being offered in combination and proposals separating the parcels will not be accepted.

3. TERMS AND CONDITIONS

Sale of this property will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and

encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Proposer will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

4. MANDATORY DEPOSIT

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel, or reissue the solicitation.

The security deposit will be returned if the proposal is not accepted by the governing body within ninety (90) days. Should the proposal be accepted, the deposit will be applied to the purchase cost.

5. PROPOSAL SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following three (3) tabs:

TAB 1: PROPOSER SUMMARY

1. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In addition, developers and/or contractors shall provide images of previous work. OR
2. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
3. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

TAB 2: DEVELOPMENT PLAN

1. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
2. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.

3. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
4. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?
5. Required Forms
    a. Request for Proposer Acknowledgement Page
    b. Offer to Purchase/Bid Response Form

6. SELECTION PROCESS/EVALUATION CRITERIA

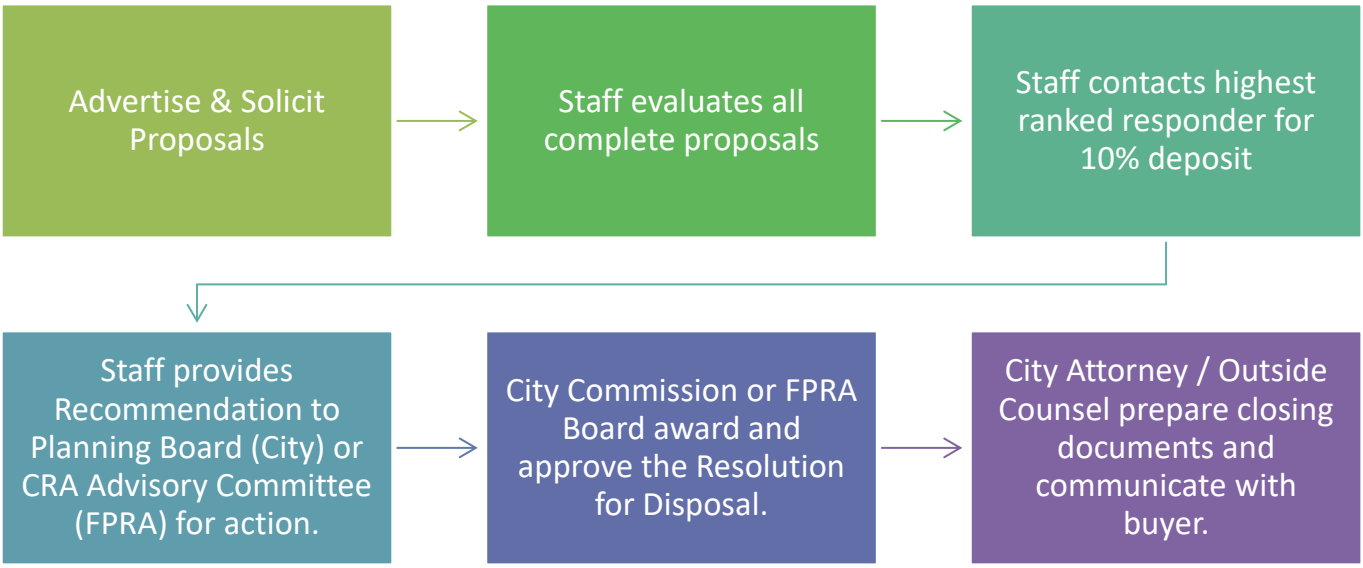
The City of Fort Pierce shall select the best responsive proposer/proposal based upon the evaluation criteria, see below.

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Commercial Property C-3 Scoring/Evaluation Criteria For Acceptance of Submittals	**Possible Points**
Development Plan	**MAX 25**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	25
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase and construct)	**MAX 15**
Property Utilization - Developed for Commercial Use	**MAX 15**
C-3 – Permitted Use	15
C-3 – Conditional Use	10
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

7. AWARD PROCESS



CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-013

I/we propose to purchase property located at: N. 25TH Street – 2408-501-0066-00-6 and N. 25th Street – 2408-501-0067-000-3

PROPOSED SUBMITTED BY:

Legal Name (s): _____

Address: _____

Day time Phone Number: _____ Mobile Number: _____

Email: _____

INTENDED USE:
I/we propose to use the property for:

_____

_____

_____

Will this property be your prime residence? _____ Yes _____ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

_____
_____
_____
_____
_____
_____
_____(Attach pages as needed)

Total value of all proposed improvements to the property: $_____

PROPOSED/BID AMOUNT

I/we off to pay the City of Fort Pierce: $_____ for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_____Yes	____No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_____Yes	____No	**Timeline to complete construction project**
_____Yes	____No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_____Yes	____No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_____Yes	____No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_____Yes	____No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____
Bidder of Authorized Representative

_____
Typed Name

_____
Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?		
Is the proof of Financial Ability/Letter from financial institution included?		
Does the Development Plan included:		
Preliminary building plans included		
Timeline to complete the construction project		
Construction cost estimates included		
Landscaping plans		
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?		
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBIT “A”

Property Information Card

N 25th Street
2408-501-0066-000-6



The subject property is located at the corner of Booker Street and North 25th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.14 acres or 6,250 square feet. This vacant property is cleared and ready to build, zoned General Commercial. N. 25th STREET – 2408-501-0066-000-6 And N. 25th STREET - 2408-501-0067-000-3 are being offered in combination and proposals separating the parcels will not be accepted.

PARCEL ID:

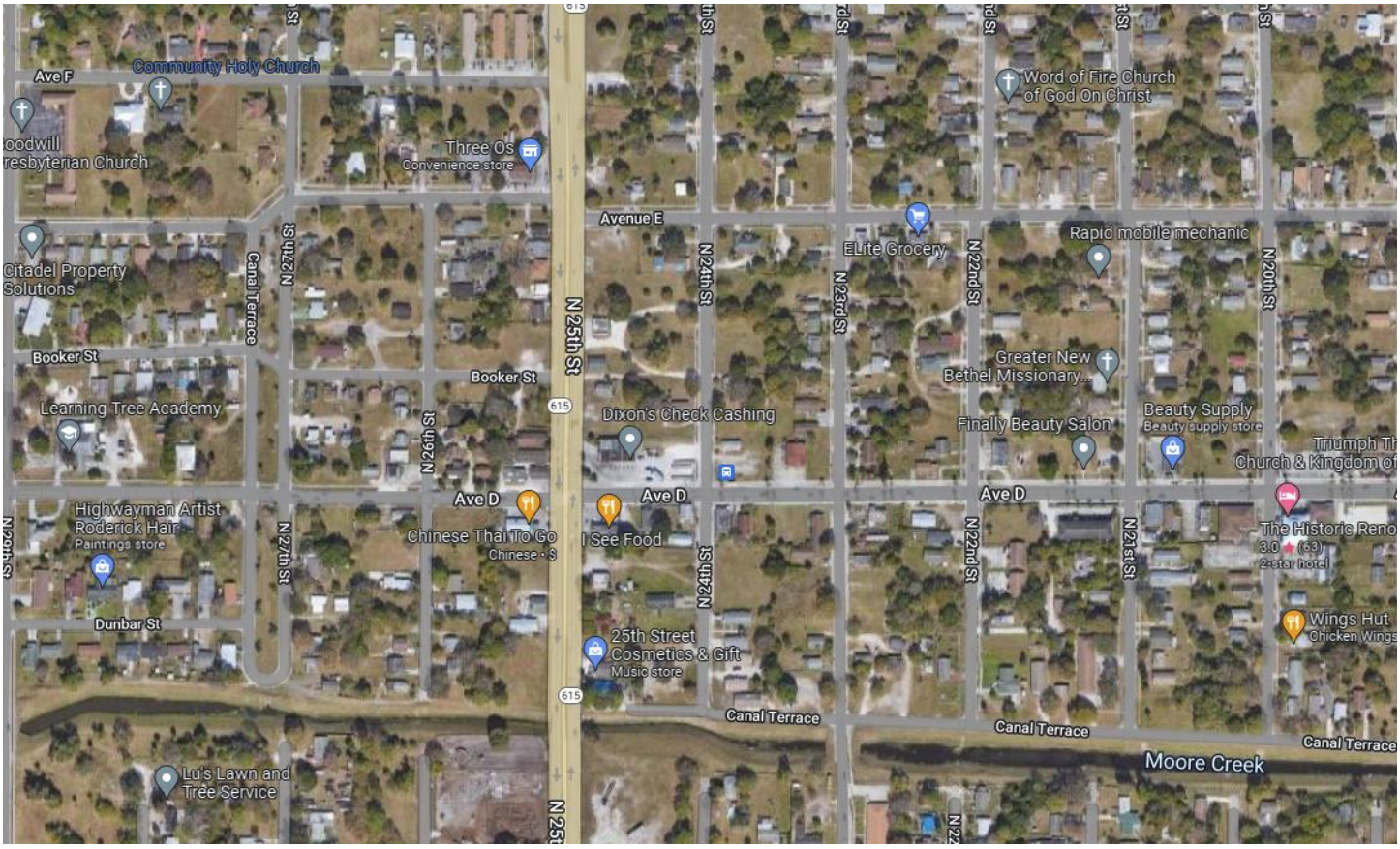
2404-823-0007-050-7

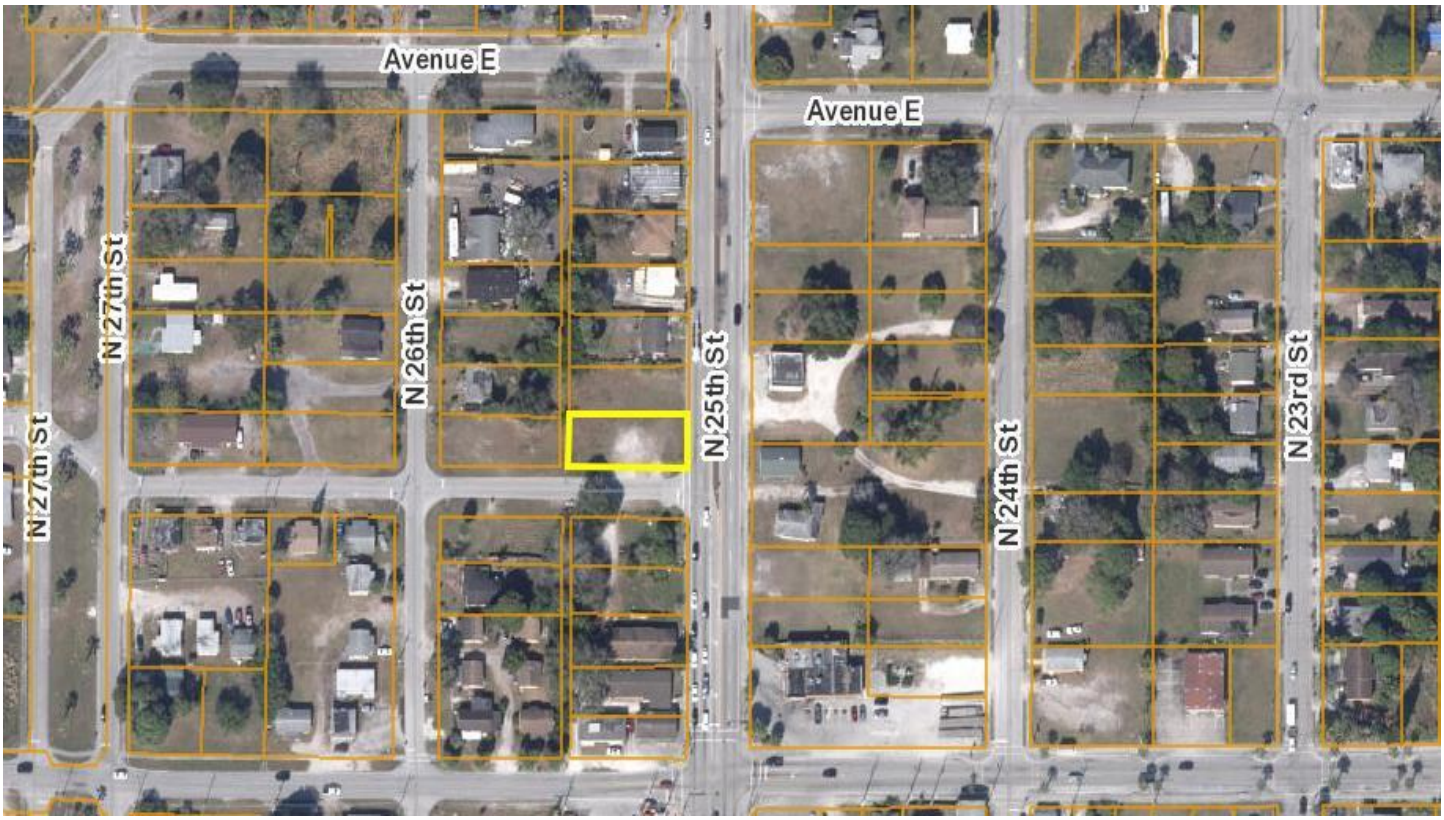
LOT SIZE:

0.29 ac or 12,470 sf

ZONING:

R3 – Medium Density Residential


Community Holy Church
Ave F
Three Os
Convenience store
Word of Fire Church of God On Christ
Avenue E
Elite Grocery
Rapid mobile mechanic
Citadel Property Solutions
Canal Terrace
N 25th St
N 24th St
N 23rd St
N 22nd St
N 20th St
Booker St
Greater New Bethel Missionary...
Learning Tree Academy
Dixon's Check Cashing
Finally Beauty Salon
Beauty Supply
Beauty supply store
N 26th St
Ave D
Highwayman Artist Roderick Hair
Paintings store
Chinese Thai To Go
Chinese · $
I See Food
N 27th St
N 21st St
Dunbar St
25th Street Cosmetics & Gift
Music store
Wings Hut
Chicken Wings
615
Canal Terrace
Moore Creek
Lu's Lawn and Tree Service


Avenue E
Avenue E
N 27th St
N 26th St
N 25th St
N 24th St
N 23rd St
N 27th St

N 25th Street
2408-501-0067-000-3



The subject property is located on a major corridor of Fort Pierce at North 25th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.14 acres or 6,250 square feet. This vacant propety is cleared and ready to build, zoned General Commerical. N. 25th STREET – 2408-501-0066-000-6 AND N. 25TH STREET – 2408-501-0067-000-3 are being offered in combination and proposals separating the parcels will not be accepted.

PARCEL ID:

2408-501-0066-000-6

LOT SIZE:

0.14 ac or 6,250 sf

ZONING:

C3 –General Commercial

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-013**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTIES – N. 25TH STREET LOT 1 & LOT 2**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time **3:00PM, MONDAY, NOVEMBER 13, 2023**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: LARRY LEE JR AND FAMILY, LLC **Mailing Address:** 7936 SADDLE BROOK DRIVE	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: PORT SAINT LUCIE, FL	**Typed or Printed Name:** LUCIAN LEWIS III
Type of Entity (Select one): Corporation ✓ Partnership _____ Proprietorship _____	**Title:** AUTHORIZED REPRESENTATIVE
Incorporated in the State of: FL **Year:** 2011	**Delivery in _____days, After Receipt Order**
Phone Number: 772.529.2232	**Payment Terms:** CASHIER CHECK
Fax Number:	**FEIN or SS Number:** 27-4725083
E-Mail Address: LARRY.LEE51@GMAIL	**Local Business:** ✓ Y ___ N **MWBE:** ___ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-013

I/we propose to purchase property located at: N. 25TH Street – 2408-501-0066-00-6 and N. 25th Street – 2408-501-0067-000-3

PROPOSED SUBMITTED BY:

Legal Name (s): LARRY LEE SR AND FAMILY LLC / LUCIAN LEWIS III

Address: 475 NW DOVER COURT, PORT SAINT LUCIE, FL 34983

Day time Phone Number: 772.577.1166 Mobile Number: _____

Email: LUCIANLEWIS1000@GMAIL.COM

INTENDED USE:
I/we propose to use the property for:

COMMERCIAL OFFICE BUILDING FOR LEASED OUT OFFICE SPACES TO THOSE PROFESSIONALS ASPIRING TO HAVE SPACE IN THE LINCOLN PARK CORRIDOR

Will this property be your prime residence? _____ Yes ✓ No

If not above, what do you intend to develop the property for : ✓ Rental _____ Resale _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

THE BUSINESS WILL CONSIST OF SEVERAL SPACES WITH A SHARED RECEPTIONIST, CONFERENCE ROOM AND WAITING AREA AS A NOTE, ALL PARKING, GREEN SPACE REQUIREMENTS AND CODES WILL BY THE CITY OF FORT PIERCE GUIDELINES WILL BE MET.

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 400,000

PROPOSED/BID AMOUNT

I/we off to pay the City of Fort Pierce: $ 10,100 DOLLARS for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

✓ Yes	___ No	**Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.
✓ Yes	___ No	**Timeline to complete construction project**
✓ Yes	___ No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
✓ Yes	___ No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
___ Yes	✓ No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
✓ Yes	___ No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Bidder or Authorized Representative

LUCIAN LEWIS III
Typed Name

NOV 10, 2023
Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is the Proposer Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Does the Development Plan included:		
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization	✓	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	✓	
Proposal envelope is marked accordingly	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

To: **The City of Fort Pierce**

From: Lucian Lewis Authorized Agent for Larry Lee Jr and Family LLC

Date: November 13, 2023,

Dear, Evaluators,

Thank you for your consideration on the bid for this parcel. The Larry Lee Jr and Family, LLC would like to present the VILLAGE BUSINESS CENTER, which will be located on the property listed for bid. As the Lincoln Park corridor continues to grow, the focus has to concentrate on available facilities and services to encourage spend and revitalization within the community. Our plan is to provide a hub for business in a fully furnished environment, for those seeking a turn key operation. The above entity, has evaluated local needs by answering the call with this concept.

In addition to the formally submitted proposal, the Larry Lee Jr Family, has collaborated with LOCAL vendors to ensure that all work performed onsite, will benefit workers living near the project or within the city. This move will ensure that local contractors and subs, benefit from the project and aligns with the vison by the city to support its residents in every way possible.

On behalf of the Larry Lee Jr and family LLC, I ask that you view this proposal and consider its content and contribution to the community.

Thank you for your consideration and time in advance.

Lucian (Luke) Lewis III

Authorized Agent

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
2112 South US Highway 1
Suite 201
Fort Pierce, Florida 34950

(772) 461-5511
(772) 461-5512 (fax)
CRIcpa.com

November 13, 2023

To Whom It May Concern:

This letter is to confirm that Mr. Larry Lee, Jr. and Larry Lee Jr. and Family, LLC have the financial means to fund a $400,000 office building project on the vacant land that is up for bid from the City of Fort Pierce Redevelopment Agency.

Thank you for your attention to this matter.

Theresa M Myers CPA

Theresa M. Myers, CPA

VILLAGE BUSINESS CENTER

N 25th Street



NORTH 25th STREET LOT 1 AND 2 TIME LINE

- Submit bid by 11/13/23
- Await city review and approval of acceptance
- 75 Days-Upon award review drawings with the city for changes/edits
- 150 Days- respond back with items noted for review corrections
- 6 months - Apply for any permits needed to move forward
- 10-12 months – finalize plans with Subs
- 1 year - Engage city during build for recommendations
- 15 months – commence project
- 2 years- finalize project
- Final- Ribbon cutting ceremony

GA
CONSTRUCTION GROUP
WE BUILD BY FAITH

March 6, 2023

Larry Lee Jr and Family LLC

We have viewed the property and your proposed building plan. It is my professional opinion that you will incur development cost of $350K to $550K to complete the project as proposed, based on today's pricing. We offer full-service design and construction services to assist with your project goals.

Regards

Joseph S. Cooper
CGC-1513938

4618 N Hiatus Road
Sunrise, FL 33351

Office: 954.239.7090
Fax: 877.629.0669

www.gaconstructiongroup.com

LANDSCAPE PLANS

A copy of the attached rendering outlines a visual of the landscape conceptional drawing for the proposed project. As an overview, the landscape will exceed the city's requirement for trees and scrubs, as the intended use for this project is a garden like environment.

The front view of the project will be lined with hedges in accordance with the city's requirement and be bordered on both sides with like kind scrubs. The rear of the property will host royal palms, while the interior of the garden will embrace ixora plants, crotons and annual flowering planted around benches, to ensure colors year round.

Additional trees will be planted throughout the property to provide shade for visitors.



LANDSCAPE PROPOSAL

To Larry Lee Jr and Family LLC

Date: 3/4/2022

The below submittal consists of work to be performed at North 25th Street LOT 1 and 2 as described below.

Combined, the total estimate for work at the properties are noted below. Total area is 0.28 acres

- Site survey for the property
- Obtain necessary permitting
- Mobilize equipment needs for the job
- Off-site fueling charge
- Deploy dump trucks for removal of yard waste
- Estimated dump fees
- Grade and level property for preparation
- Bring in fill to meet city elevation requirements
- Prepare landscape with irrigation
- Install irrigation pumps
- Prepare and layout sidewalk for pavers
- Install/fill/seal pavers
- Landscape property with plantings
- Transport and lay sod

Clear/grade/removal charges- $8500 dollars

Paver sidewalk cost/Installation $6500 Dollars

Irrigation system and lines $4000 Dollars

Flowers/Sod including labor $ 4900 Dollars

LANDSCAPE ESTIMATE: **$23,900.00**

Property Utilization Summary

Lincoln Park is a culturally and historically rich community. It was home to Zora Neale Hurston, author of "Their Eyes Were Watching God." It is also home to many of the world-renown Florida Highwaymen artists, a group of 26 African-American self-taught, self-mentoring landscape artists inducted into the Florida Artists Hall of Fame in 2004. The neighborhood is also home to the historic Lincoln Theater, one of only four African-American owned theaters in the country, and Lincoln Park Academy, an academic magnet school, one of the nation's top performing schools.

The City of Fort Pierce, along with Lincoln Park residents have been instrumental in revitalization efforts, such as streetscape and infrastructure projects, along with the removal of substandard housing units to help encourage businesses to return to the area.

The project proposed, is a 2000 square foot office building that will house 4 shared offices and one anchor business. The building will also share a common break room and conference room for those occupants utilizing the facility. To ensure consistency and theme, the shared spaces will be furnished for users.

The Larry Lee Jr and Family LLC, is spearheading this project that will be funded with private investor dollars with local ties to the community.

On behalf of the interested parties, we ask that you consider this bid for the property in mention, to help improve both image and value to the N 25th Street corridor.

Best Regards,

Lucian Lewis III

Authorized Agent for the Larry Lee Jr and Family LLC

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	RFP No: 2024-013
Mandatory Site-Visit: N/A	RFP Title: DISPOSITION OF CITY SURPLUS PROPERTIES – N. 25TH STREET LOT 1 & LOT 2
Mandatory Site-Visit Location: N/A	Proposal/Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time 2:00PM, MONDAY, NOVEMBER 13, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Progression Properties LLC Mailing Address: 2415 Lake Ibis Lane sw	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Vero Beach, FL 32962	Typed or Printed Name: Pamela C. Wright
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Managing Partner
Incorporated in the State of: Nevada Year: 2016	Delivery in _____ days, After Receipt Order
Phone Number: 407-257-1678	Payment Terms:
Fax Number: 772-257-6908	FEIN or SS Number: 81-4752136
E-Mail Address: progressionpropertiesllc@gmail.com	Local Business: ✓Y ___N MWBE: ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-013

I/we propose to purchase property located at: N. 25TH Street – 2408-501-0066-00-6 and N. 25th Street – 2408-501-0067-000-3

PROPOSED SUBMITTED BY:

Legal Name (s): Progression Properties LLC

Address: 2415 Lake Ibis Lane SW Vero Beach FL 32962

Day time Phone Number: 407-257-1678 Mobile Number: 407-257-1678

Email: progressionpropertiesLLC@gmail.com

INTENDED USE:
I/we propose to use the property for:

Construct a two-story mixed-use building, first floor leased for retail/commercial office space and second floor apartments

Will this property be your prime residence? _____ Yes ✓ No

If not above, what do you intend to develop the property for : ✓ Rental _____ Resale _____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

New construction of a two-story, mixed-use building, to be leased for retail and/or office space on the first floor and apartment rentals on the second floor. See details in the intended use section of the proposal on page 2 of cover letter.

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 280,000

PROPOSED/BID AMOUNT

I/we off to pay the City of Fort Pierce: $ 12,600- for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

✓ Yes	___ No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
✓ Yes	___ No	**Timeline to complete construction project**
✓ Yes	___ No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
✓ Yes	___ No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
✓ Yes	___ No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
✓ Yes	___ No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

P L Wright

Bidder of Authorized Representative

Pamela C. Wright

Typed Name

11/12/2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Does the Development Plan included:		
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization	✓	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	✓	
Proposal envelope is marked accordingly	N/A	

PLEASE SIGN AND RETURN WITH PROPOSAL: [signature]

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTIES N. 25TH STREET, LOT 1 & LOT 2
RFP NO. 2024-013

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pamela C. Wright
Typed or Printed

Company Name: Progression Properties LLC

Address: 2415 Lake Ibis Lane SW
Vero Beach, FL 32962

Date: 11/12/2023

/lh

Attachment: **Sample Surplus Property Sale Agreement**

Progression Properties, LLC

Progressive Real Estate Development Co.

2415 Lake Ibis Lane sw, Vero Beach, FL 32962

Phone: 407-257-1678; Fax: 772-257-6908

Email: progressionpropertiesllc@gmail.com

www.progressionproperties.net

11/12/2023

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 34950

Dear Selection Committee,

I am pleased to present this proposal for the purchase of the property located at 25th Street Lot 1 & 2, Parcel Identification 2408-501-0066-000-6 and 2408-501-0067-000-3, Fort Pierce, Florida. I am very familiar with the location of this property and the intimately knowledgeable of the City's proposed revitalization plans for the Lincoln Park community. I believe the proposed development plans presented in this offer for purchase further the mission of the City's revitalization vision for Lincoln Park and addresses the need of the community for affordable housing.

I am a veteran, woman owned minority business since 2016. I am uniquely in tune with the cultural and heritage of Lincoln Park and view the development and workable housing infill through the lens of the community. The current entry-level housing market is in need of single-family homes that will complement the existing infrastructure, in line with future growth and development for the surrounding area while increasing property values.

The current trend in building materials and supplies has increased on average some 60% since the onset of the pandemic. The increase in prices are a direct result of the pandemic and the trend in higher costs for materials has remained steady over the past 24 months. This trend has created a financial bubble for builders, contractors, suppliers and transport companies and the cost of business is being passed on to the end consumer. It can be predicted that by the end of the year, supply will catch up with the market and costs will decrease to pricing that will make building less expensive. This will be timely for our project as permits will be obtained and land clearing will take place.

Our team is excited about the opportunity to build homes for working families to make memories and support the local economy at the same time.

I look forward to presenting our vision to your committee.

Sincerely,

Pamela E. Carithers
Managing Partner

Intended Use of Property

Develop a two-story building with first floor leased for commercial retail and/or office space of a financial institution. The second floor used apartment rental. This project will further the economic mobility of the Lincoln Park community with access to not only finances but the potential for lending and borrowing opportunities. Besides, there currently exist no financial institution north of Orange Avenue, which makes not only economic sense but practical and marketing sense as well; considering the number of churches in the area per density. A branch bank concept serves as a great opportunity to uplift a community through parishioners committing to monthly deposits.

Minority Participation and Outreach Plan

Progression Properties is owned and operated by a Veteran, Woman Owned, African American Minority Business Enterprise located in Vero Beach, Florida. Our policy is to make a concerted effort to contract with minority and women owned businesses in Fort Pierce and St. Lucie County. The local projects have been contracted with the same General Contractor, which is a minority; the Electrical, Plumbing, A/C subcontractors are all minorities; and the crews consists of members of the minority group. This team is the same team that moves from one house to the next for all local projects. This model ensures a consistent, professional work product and contributes to the local economy. Our outreach program is to continue to contract with minority vendors in the Fort Pierce and St. Lucie County area in every phase of the project. This approach bridges the generational investment in the local workforce and levels the playing field in the contracts awarded to minority/women owned business enterprises (M/WBE).

Proposed Commitment Date

The proposed commencing date is within six months after the sale of the property to develop a full set of plans and apply for permits. Upon approval of permits, we will break ground and commence to land clearing and building the single-family home. Anticipated project completion 18-24 months.

Value of Improvements:

Total cost of construction is __$280,000.00.__ ***See attached as attachment A.***
This figure is based on contractor grade materials and supplies and estimated labor at a rate of $120.00 per square foot for a 3,500 square foot mixed-use development. Landscape improvements will be living trees, and shrubs planted for the purpose of enhancing the aesthetic value of the property.

Proof of Financial Ability

Bader's Financial Center, 359 Lanternback Island Drive, Satellite Beach, FL has provided a proof of funds by an approval letter. ***See attached as attachment B.***

Summary of Experience:

Developer/Investor

Progression Properties LLC, is a real estate investment firm specializing in the acquisition of properties both residential and commercial at a discount since 2016. Pamela Carithers, managing partner, holds an MBA in Marketing and a B.S. in Computer Information Systems. She has more than 25 years of corporate; architectural, engineering and construction; nonprofit and real estate investing experience.

Progression Properties portfolio of properties includes four active properties and one property under contract to sell with a closing date of 3/22/2023. Progression Properties has renovated four properties, of which two were sold to the open market and two more are in the pipeline of being completed and will be sold. Of the remaining properties, one is a multi-family triplex and the other is a single family residence. Progression Properties owns four properties in Fort Pierce, one multi-family and three single family residences. The property in Boynton Beach will be sold upon completion of renovations.

Contractor

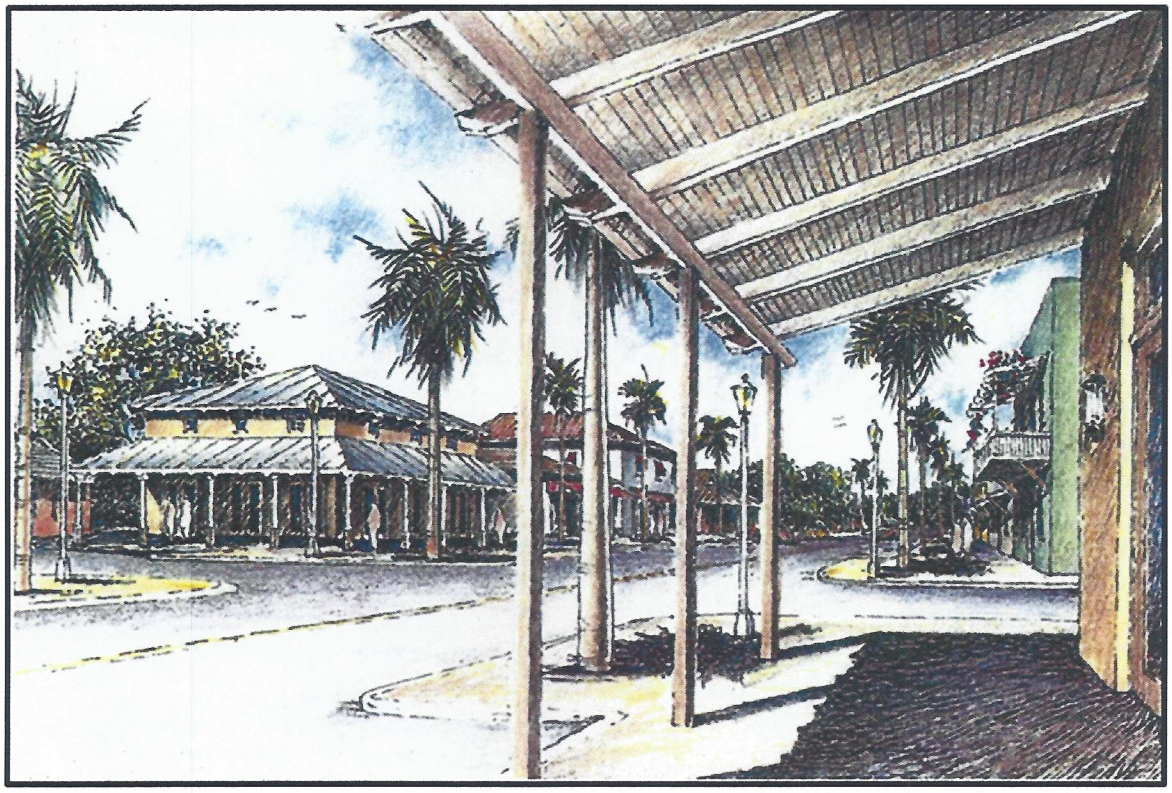
Andros Construction and Andros Roofing, is a general contractor and roofing contractor with more than 18 years of experience in the construction. Andros Construction specializes in commercial and residential roofing and foundations. The company started in 2000. And while they perform all types of building structural projects, they specialize in both roofing and foundations, projects requiring all phases of low-slope roofing, architectural sheet metal, and specialized steep slope applications. They offer help, education and advise to their customers when their customers are making decisions about material and specification choices.

They have 18 years of experience in the roofing industry and 20 years of experience in foundation work. They have a team of hard-working professionals who bring skill and "attention to detail," to every project. In 2018, they opened up our larger office on Frist Blvd in Fort Pierce to meet the rising demand for qualified roofers in this area. There sales have increased each year in business, and have completed projects of all sizes.

Andros construction has established a reputation as one of St. Lucie County's leading roofing contractors. We strive to consistently deliver high-end results at an affordable price. Our customers trust us to protect their families and investments with quality craftsmanship, and courteous, reliable service. A copy of the license and liability insurance is included as ***Attachment C.***

ATTACHMENTS

ATTACHMENT A
VALUE OF IMPROVEMENTS/COSTS





ATTACHMENT B
PROOF OF FINANCIAL ABILITY

BADER'S FINANCIAL CENTER INC.

359 Lanternback Island Drive, Satellite Beach, Fl. 32937
305-310-1018 baderfinancial@gmail.com

November 10, 2023

Buyer: 25th Street Land Trust, Common Wealth Trust Services, LLC, Andrea Hosch, Esq. as Trustee and Progression Properties, Beneficiary
(Andrea Hosch, Esq. (407) 755-1010, 122 E. Lake Avenue, Longwood FL 32750)

Subject: $ 12,600.00 and The Purchase of:

Property: 25th Street, Lot 1 & 2, Fort Pierce, Fl. 34950

Legal description: Parcel ID # 2408-501-0066-000-6 and 2408-501-0067-000-3 Legal Description: EMANCIPATION PARK BLK 5 LOT 1 - LESS E 10 FT and EMANCIPATION PARK BLK 5 LOT 2 – LESS E 10 - FT

Seller: Fort Pierce Redevelopment Agency 100 N. US Highway 1, Ft. Pierce, Fl. 34950

To Whom It May Concern: (City of Fort Pierce – 100 N. US Hwy 1, Ft. Pierce, Fl.31950,

This is to confirm the above borrower has been pre-qualified and approved by our Private Lending Company for a First Mortgage in an amount sufficient to purchase the above mentioned property.

This letter is issued on their behalf after a thorough analyses of their credit, income, savings and the required cash to close.

We have also received all documents as requested and in a timely manner.

Please feel free to call me if you have any questions whatsoever.

Yours truly,

Omer S. Bader *(Signature on file as of 11/10/2023)*

President NMLS 393590

ATTACHMENT C
PHOTOS OF PAST PROJECTS (PROGRESSION PROPERTIES)

1908 Avenue G, Fort Pierce

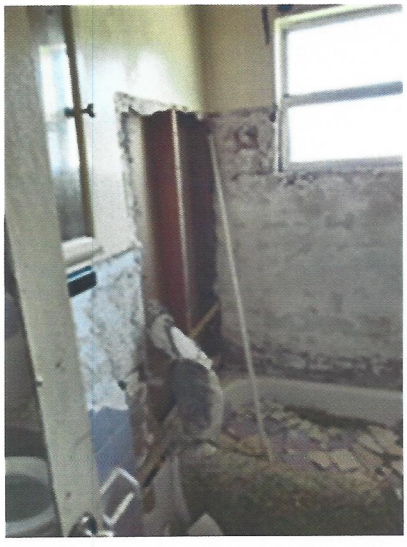
Before and After Pics













1902 N. 16th Street, Fort Pierce

Before and After













2903 Avenue R, Fort Pierce













ATTACHMENT D
CONTRACTORS LICENSE & INSURANCE

2:30:44 PM 1/12/2021

Licensee Details

Licensee Information

Name:	**CONSTANT, LLOYD MITCHELL (Primary Name)** **ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	**2706 ATLANTIC AV** **FORT PIERCE FL 34947**
County:	**ST. LUCIE**
LicenseLocation:	

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1516095**
Status:	**Current,Active**
Licensure Date:	**09/08/2008**
Expires:	**08/31/2022**

Special Qualifications	**Qualification Effective**
Construction Business	**09/08/2008**

Alternate Names

View Related License Information

View License Complaint

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2:31:10 PM 1/12/2021

Licensee Details

Licensee Information

Name:	**CONSTANT, LLOYD MITCHELL (Primary Name)** **ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified Roofing Contractor**
Rank:	**Cert Roofing**
License Number:	**CCC1327225**
Status:	**Current,Active**
Licensure Date:	**03/28/2006**
Expires:	**08/31/2022**

Special Qualifications	**Qualification Effective**
Construction Business	**03/28/2006**

Alternate Names

View Related License Information

View License Complaint

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2:31:43 PM 1/12/2021

Licensee Details

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**ANDROS ROOFING*CONSTRUCTION LLC (Primary Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Construction Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**03/28/2006**
Expires:	

Special Qualifications — **Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020

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

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

PRODUCER

IMPACT INSURANCE SERVICES LLC
18064 SW 33 Court
Miramar, FL 33029

CONTACT NAME: PAULETTE BROWN
PHONE (A/C, No, Ext): (954)885-3884 FAX (A/C, No): (954)885-3885
E-MAIL ADDRESS: impactserv@msn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAUTILUS INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ANDROS ROOFING CONSTRUCTION LLC
2706 ATLANTIC AVENUE
FORT PIERCE, FL 34947

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NN1181292	10/10/2020	10/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

GENERAL CONTRACTOR - ROOFING CONSTRUCTION

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
BUILDING DEPT
121 SW PORT ST LUCIE BLVD.
BUILDING B
PORT ST LUCIE, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paulette Brown

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ATTACHMENT E
PROJECT SCHEDULE/TIMELINE

Project Timeline
Progression Properties LLC

Start Week	1-Jul-24

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Starting	1-Jul	24-Jul	10-Sep	5-Nov	12-Nov	12-Jan	15-Jan		6-Feb	24-Feb	15-Mar	25-Mar	30-Mar	1-Apr	20-Apr	1-May	15-May	28-May	Jun	July	
Phase One	Meeting with Contractor Team																				
		Meet with Design Team																			
			Develop New Contruction Drawings																		
				Submit Permit for Clearing Land																	
					Submit Permit Application																
Phase Two						Sign Subcontractor Agreements															
							Plans Review w/Planning & Building Dept														
							Present Plans to CRA Advisory Board														
									Present Design Plans to City Commission												
										Clearing land and grounds for site											
										Lay Foundation											
										Complete Rough Framing											
										Complete Rough Plumbing, Electrical, HVAC											
Phase Three											Install Insulation										
												Complete Drywall and Interior Fixtures									
													Start Exterior Finishes								
													Finish Interior Trim, Install Exterior Walkway								
														Install Hard Surface Flooring, Countertops								
														Complete Exteropr Grading								
														Finish Mechanical Trims, Install Bathroom Fixtures								
Phase Four																Install Mirrors, Shower Doors, Finish Flooring					
																	Exterior Landscaping				
																	Final Walk-Through				
																		Prsentation To City			

EVALUATION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - N. 25th ST, LOT 1 AND 2
RFP NO. 2024-013

CRITERIA		RESPONDENTS	
		Larry Lee Jr. /Family Port St. Lucie, FL	**Progression Properties, LLC** Vero Beach, FL
DEVELOPMENT PLAN - MAX 25			
Preliminary bulding plans including elevations, floor plans, facades landscaping plan	25		
Sketches of plans to be developed	15		
Detailed description with no drawings	5		
TIMELINE TO COMPLETE CONSTRUCTION - MAX 20			
Within one year	20		
Between 1 to 2 years	15		
More than 2 years but less than 3 years	5		
PROOF OF FINANCIAL ABILITY - MAX 15			
Letter from Financial institution, proof of financial ability to purchase lot & construct			
CONSTRUCTION COST ESTIMATES - MAX 10			
Detailed cost estimate from licensed contractor	10		
Proposer estimated cost with no 3rd party backup	5		
PROPERTY UTILIZATION - DEVELOPED FOR COMMERICAL USE - MAX 15			
C-3 - Permitted Use	15		
C-3 - Conditional Use	10		
NARRATIVE/SUMARY OF DEVELOPMENT - MAX 15			
TOTAL		0	0

RFP NO. 2024-013
DISPOSITION OF CITY SURPLUS PROPERTIES - N. 25TH ST LOT 1 2
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Larry Lee Jr and Family, LLC	55	61	65	80	**261**
Progression Properties, LLC	70	43	60	65	238

CRITERIA	Points
Development Plan	**25**
Timeline to Complete Construction	**20**
Proof of Financial Ability	**15**
Construction Cost Estimates	**10**
Property Utilization - Commerical Use	**15**
Narrative/Summary of Development	**15**

THE SUNRISE CITY

FORT PIERCE

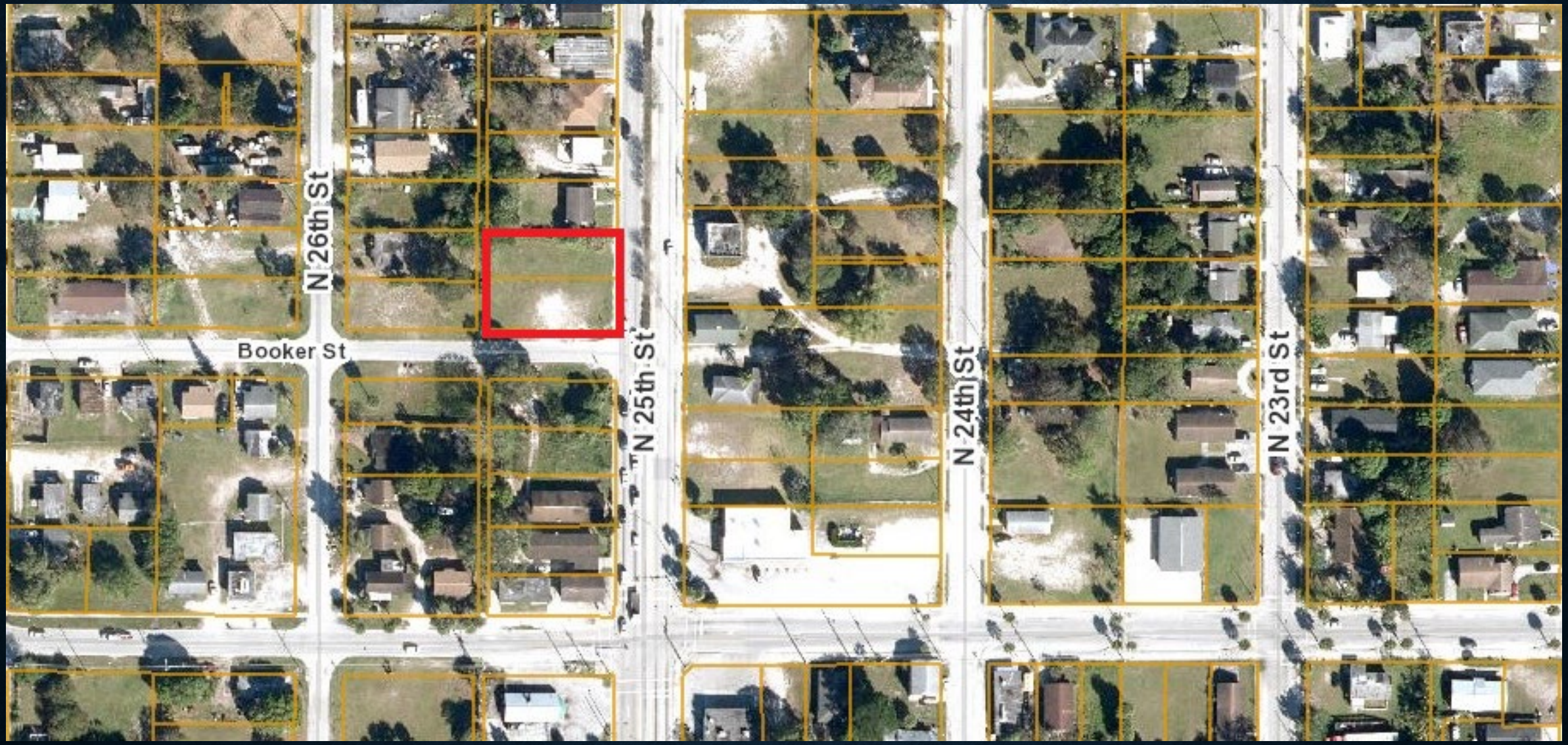
Florida

DISPOSITION OF SURPLUS PROPERTY
N. 25TH ST – LOT 1 & 2
2408-501-0066-000-6 & 2408-501-0067-000-3
COMMERCIAL C-3

EVALUATION CRITERIA

- Development Plan (25 points)
- Timeline (20 points)
- Construction Cost Estimates (10 points)
- Proof of Financial Ability (15 points)
- Property Utilization (15 points)
- Summary of Development (15 points)

N. 25TH ST LOT 1 & 2 (C-3) COMMERCIAL)



EVALUATION RESULTS

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Larry Lee Jr and Family, LLC	55	61	65	80	**261**
Progression Properties, LLC	70	43	60	65	238



LARRY LEE JR. & FAMILY LLC

- Purchase Price $10,100
- 2000 SF Office Building (4 shared offices & 1 anchor business)
- Construction Cost Estimates $350-550K
- Complete Construction within 2 years

RECOMMENDATION



AWARD RFP 2024-013 TO THE HIGHEST RANKED RESPONDENT, LARRY LEE JR. & FAMILY, LLC., AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS FOR THE SALE OF THE PROPERTY.



QUESTIONS

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

Meeting Date: 02/05/2024

Re: RFP 2024-012 - Disposal of Surplus Property - 1620 Avenue E

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Award RFP 2024-012 for Disposal of Surplus Property, 1620 Avenue E, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 1620 Avenue E, identified by Parcel ID: 2404-816-0003-000-2, with a legal description of: HIGHLAND PARK RE-S/D BLK 1 LOT 3(OR 3675-2391). The property was declared surplus by the Fort Pierce City Commission on January 19, 2021, via Resolution 21-R10. Request for Proposal (RFP) number 2024-012 was issued on October 27, 2023. The invitation was sent to 455 vendors. Nine (9) vendors requested specifications with two (2) responding.

City staff evaluated the responses cumulatively as follows:

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	72.5	95	**344.5**
Journey Equity Partners, LLC	85	84	65	77	311

In accordance with the Fort Pierce Code of Ordinances, Section 101-23 (4), the Planning Board reviewed the request and forwarded a recommendation to the City Commission for approval of the sale of real property located at 1620 Avenue E, identified by Parcel ID: 2404-816-0003-000-2, with a legal description of: HIGHLAND PARK RE-S/D BLK 1 LOT 3(OR 3675-2391) to Sunrise City Concrete Services, Inc.

RECOMMENDATION:

Award RFP 2024-012 for Disposal of Surplus Property, 1620 Avenue E, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager
Purchasing Department

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024

Account: N/A
Amount: 3,000
OTHER INFORMATION:
Purchase Price $3,000

Attachments

RFP No. 2024-2012 Bid Document
Sunrise City Concrete Services Inc Submittal
Journey Equity Partners LLC Submittal
Evaluation Matrix
Cumulative Evaluation Results
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/24/2024 03:27 PM
City Manager	Nick Mimms	01/24/2024 03:28 PM
Form Started By: Miriam Garcia		Started On: 01/18/2024 05:46 PM
Final Approval Date: 01/24/2024		

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-012**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1620 AVENUE E**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **2:30PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms:**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCITONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall

serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City

employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer’s authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Department. Proposers who obtain Proposal Documents from other sources

must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any

person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **2:30PM, Monday, November 13, 2023**.

2. SUBMISSIONS OF PROPOSALS

Electronic format only.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 2:30PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Manager:

TO
Miriam Garcia
Redevelopment Specialist
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
mgarcia@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.
Are as follows:

SECTION III

STATEMENT OF WORK

1. OBJECTIVE

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Request for Proposals (RFP).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the "Properties") owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the "FPRA"):

- **1620 Avenue E**

2. GENERAL PROPERTY CONDITIONS

The subject property is listed as follows:

1620 Avenue E – Parcel ID# 2404-816-0003-000-2

The subject property is located at 1620 Avenue E in the City of Fort Pierce, Florida. This property is situated at the corner of Avenue E and N. 17th Street. The lot is rectangular in shape and consists of +/- 0.10 acres or 4,383 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants and beaches.

The St. Lucie County Property Appraiser property detail for 2404-816-0003-000-2 is included as Exhibit "A".

The property is zoned Medium Density Residential R-4.

3. TERMS AND CONDITIONS

Sale of this property will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Proposer will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

4. **MANDATORY DEPOSIT**

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel, or reissue the solicitation.

The security deposit will be returned if the proposal is not accepted by the governing body within ninety (90) days. Should the proposal be accepted, the deposit will be applied to the purchase cost.

5. PROPOSAL SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following three (3) tabs:

TAB 1: PROPOSER SUMMARY

1. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In addition, developers and/or contractors shall provide images of previous work. OR
2. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
3. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

TAB 2: DEVELOPMENT PLAN

1. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
2. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
3. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
4. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?
5. Required Forms
    a. Request for Proposer Acknowledgement Page
    b. Offer to Purchase/Bid Response Form

6. SELECTION PROCESS/EVALUATION CRITERIA

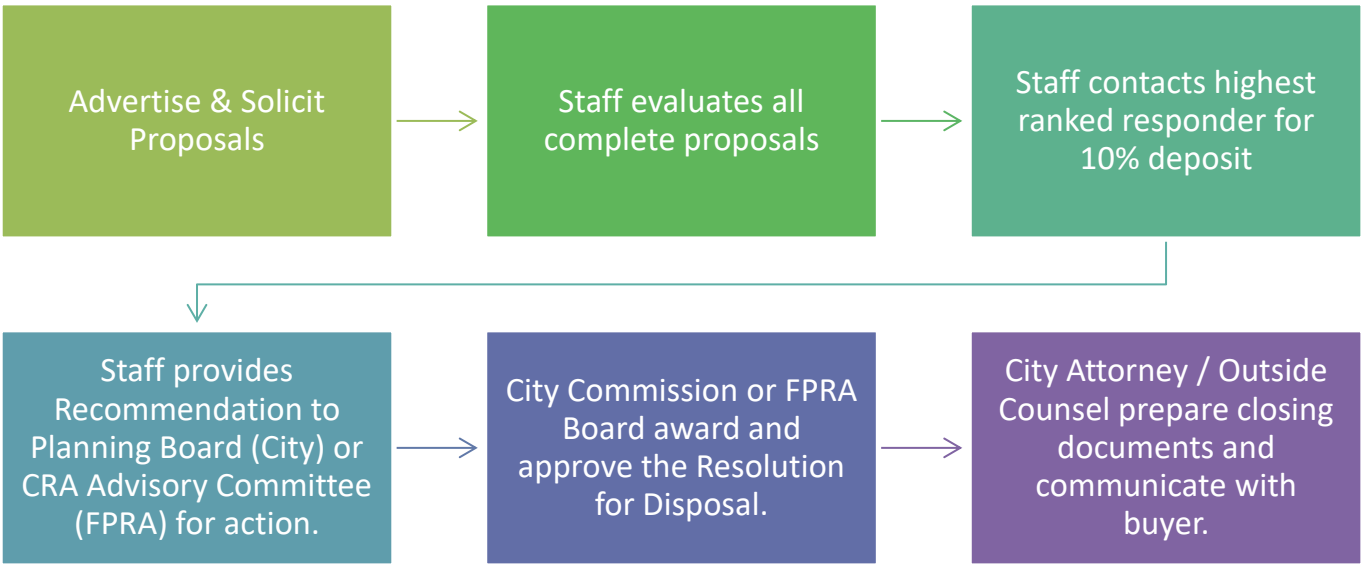
The City of Fort Pierce shall select the best responsive proposer/proposal based upon the evaluation criteria, see below.

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	**Possible Points**
Development Plan	**MAX 20**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)	**MAX 15**
Property Utilization - Developed for Residential Use	**MAX 20**
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

7. AWARD PROCESS



CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-012

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): _____

Address: _____

Day time Phone Number: _____ Mobile Number: _____

Email: _____

INTENDED USE:
I/we propose to use the property for:

_____

_____

_____

Will this property be your prime residence? _____ Yes _____ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

_____
_____
_____
_____
_____
_____
_____(Attach pages as needed)

Total value of all proposed improvements to the property: $_____

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $_____ for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_____Yes	____No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_____Yes	____No	**Timeline to complete construction project**
_____Yes	____No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_____Yes	____No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_____Yes	____No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_____Yes	____No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____

Bidder of Authorized Representative

_____

Typed Name

_____

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?		
Is the proof of Financial Ability/Letter from financial institution included?		
Does the Development Plan included:		
Preliminary building plans included		
Timeline to complete the construction project		
Construction cost estimates included		
Landscaping plans		
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?		
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBIT “A”

Property Information Card

1620 Avenue E
2404-816-0003-000-2



The subject property is located at 1620 Avenue E in the City of Fort Pierce, Florida. The lot is situated at the corner of Avenue E and N. 17th Street. The lot is rectangular in shape and consists of +/- 0.10 acres or 4,383 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants and beaches.

PARCEL ID:

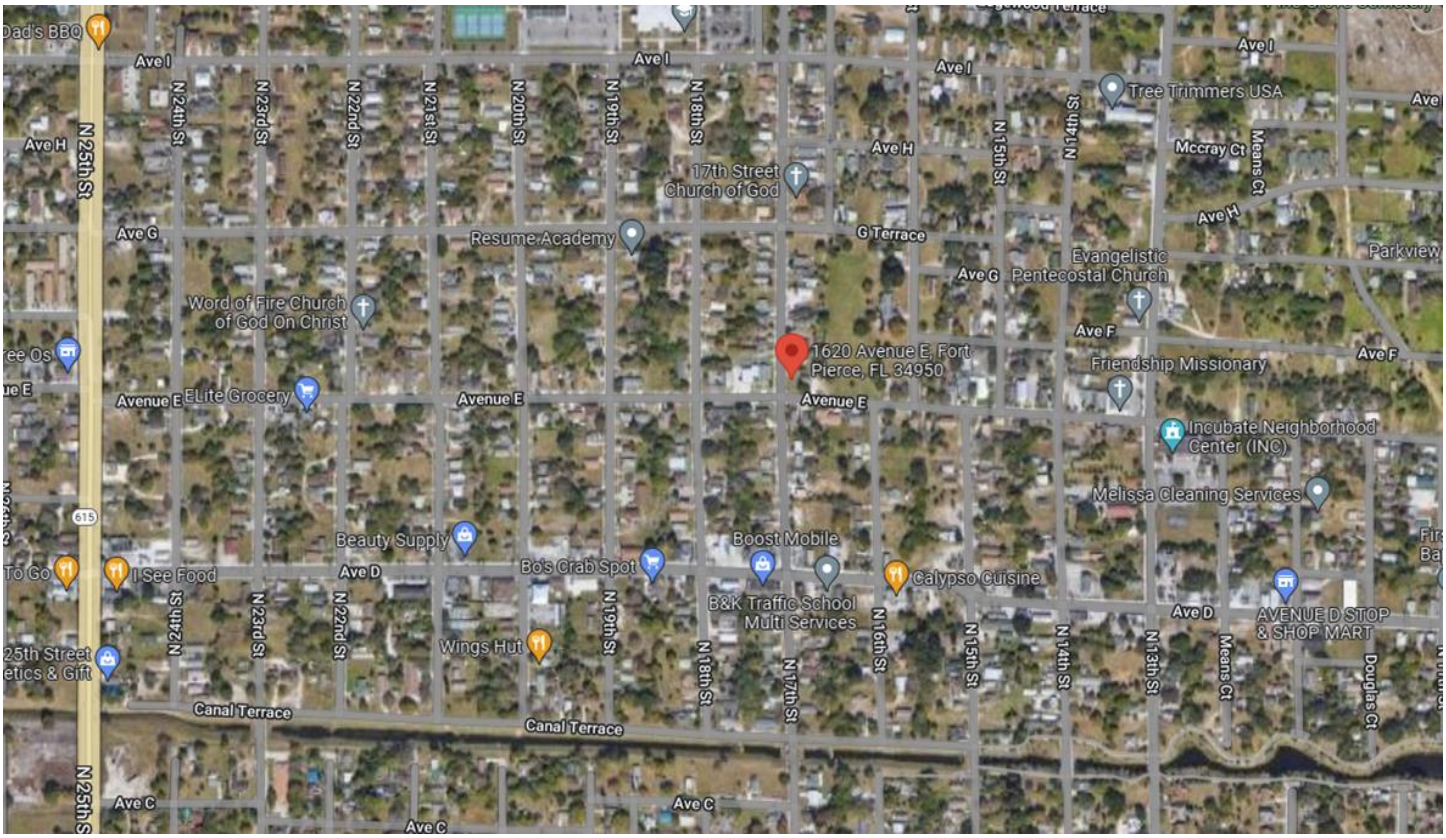
2404-816-0003-000-2

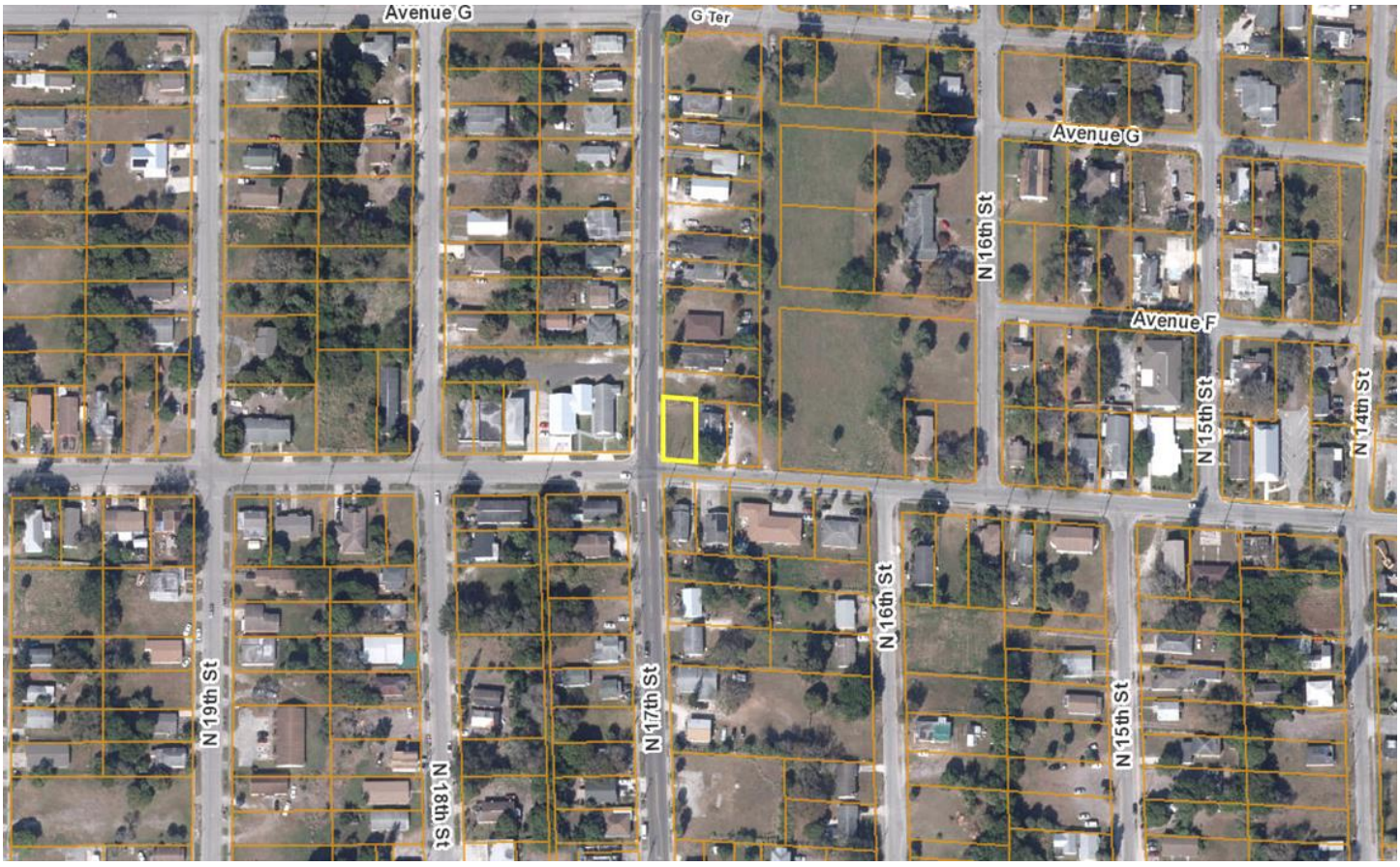
LOT SIZE:

0.10 ac or 4,383 sf

ZONING:

R3 – Medium Density Residential


Dad's BBQ
Ave I
N 25th St
N 24th St
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 18th St
Ave H
17th Street Church of God
Tree Trimmers USA
N 15th St
N 14th St
Mccray Ct
Means Ct
Ave G
Resume Academy
G Terrace
Evangelistic Pentecostal Church
Parkview
Word of Fire Church of God On Christ
Ave F
1620 Avenue E, Fort Pierce, FL 34950
Friendship Missionary
Avenue E
ELite Grocery
Incubate Neighborhood Center (INC)
Melissa Cleaning Services
615
Beauty Supply
Boost Mobile
Ave D
Bo's Crab Spot
Calypso Cuisine
I See Food
B&K Traffic School Multi Services
AVENUE D STOP & SHOP MART
Wings Hut
N 16th St
N 17th St
N 13th St
Douglas Ct
Canal Terrace
Ave C


Avenue G
G Ter
N 16th St
Avenue F
N 15th St
N 14th St
N 19th St
N 17th St
N 18th St

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 1620 AVENUE E
RFP NO. 2024-012

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: Roderick J Waller
Manual

Signature: _____
Typed or Printed

Company Name: Sunrise City Concrete Services Inc

Address: 130 S Indian River Drive Suite 202 Fort Pierce FL 34950

Date: 11/13/23

/lh

Attachment: **Sample Surplus Property Sale Agreement**

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-012**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1620 AVENUE E**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **2:30PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Sunrise City Concrete Services Inc **Mailing Address:** 130 S Indian River Drive Suite 202	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** X Roderick Waller **Authorized Signature (Manual)**
City, State, Zip Code: Fort Pierce FL 34950	**Typed or Printed Name:** Roderick Waller
Type of Entity (Select one): **Corporation** ☑ **Partnership** ☐ **Proprietorship** ☐	**Title:** CEO
Incorporated in the State of: Florida **Year:** 2017	**Delivery in** N/A **days, After Receipt Order**
Phone Number: 772-201-2850	**Payment Terms:** N/A
Fax Number: 772-907-0420	**FEIN or SS Number:**
E-Mail Address: rodwaller1@gmail.com	**Local Business:** ☑ Y ☐ N **MWBE:** ☑ Y ☐ N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-012

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): Sunrise City Concrete Services Inc

Address: 130 S Indian River Drive Suite 202 Fort Pierce FL 34950

Day time Phone Number: 772-201-2850 Mobile Number: 772-201-2850

Email: rodwaller1@gmail.com

INTENDED USE:
I/we propose to use the property for:

Build and sell of new single family home

Will this property be your prime residence? _____ Yes ___☑___ No

If not above, what do you intend to develop the property for : _____ Rental ___☑___ Resale ____
_____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

Build and sell of new single family home

(Attach pages as needed)

Total value of all proposed improvements to the property: $185,000.00

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $3,000.00 for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

☑ Yes ___ No **Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.

☑ Yes ___ No **Timeline to complete construction project**

☑ Yes ___ No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.

☑ Yes ___ No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

☑ Yes ___ No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

☑ Yes ___ No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Roderick J Waller

Bidder of Authorized Representative

Roderick Waller

Typed Name

11/13/23

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is the Proposer Narrative/Summary included?	☑	
Is the proof of Financial Ability/Letter from financial institution included?	☑	
Does the Development Plan included:		
Preliminary building plans included	☑	
Timeline to complete the construction project	☑	
Construction cost estimates included	☑	
Landscaping plans	☑	
Property development utilization	☑	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	☑	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	☑	
Proposal envelope is marked accordingly	☑	

PLEASE SIGN AND RETURN WITH PROPOSAL: Roderick J Wallen

Sunrise City Construction Inc.
130 S Indian River Drive Suite 202
Fort Pierce Florida 34950

Phone: 772-201-2850
Fax: 772-907-0420

New Construction Estimate

Owner: N/A

Lot 1620 Ave E Street Fort Pierce **Block** **Subdivision**

Builder: Sunrise City Conctruction **Phone 772-201-2850**

Items	Price	Subcontractor/Supplier
Temp Toilets	$1,254.00	Sunrise City Construction Inc.
Clearing Site / Fill	$4,000.00	Sunrise City Construction Inc.
Concrete Labor	$10,410.00	Sunrise City Construction Inc.
Footer	$5,100.00	Sunrise City Construction Inc.
Masonry	$11,750.00	Sunrise City Construction Inc.
Masonry Labor	$5,600.00	Sunrise City Construction Inc.
Plumbing	$8,600.00	Cavalier Plumbing
Trusses	$15,600.00	Sunrise City Construction Inc.
Framing Lumber	$6,200.00	Sunrise City Construction Inc.
Framing Labor	$5,000.00	Sunrise City Construction Inc.
Roofing Labor-Materials	$10,456.00	Sunrise City CHDO Inc.
Electrical & Fixtures	$7,850.00	Revolution Electric
Insulation	$2,000.00	Sunrise City Construction Inc.
Flooring - Tile/Carpet/Sills	$7,900.00	Sunrise City Construction Inc.
Windows and Sliding Glass door	$9,700.00	Sunrise City Construction Inc.
Stucco/Stone/Brick	$5,200.00	Sunrise City Construction Inc.
Air Conditioning/Heating	$6,000.00	Zero Degrees Heating and Cooling
Drywall/Plaster	$7,450.00	Sunrise City Construction Inc.
Trim Lumber and Doors	$6,600.00	Sunrise City Construction Inc.
Trim Labor	$1,500.00	Sunrise City Construction Inc.
Kitchen Cabinets and BathroomVanities	$8,700.00	Sunrise City Construction Inc.
Mirrors & Medicine Cabinet	$1,300.00	Sunrise City Construction Inc.
Shower and Tub Enc.	$3,900.00	Sunrise City Construction Inc.
Appliances	$5,200.00	Sunrise City Construction Inc.
Painting-Interior	$5,300.00	Sunrise City Construction Inc.
Painting-Exterior	$6,700.00	Sunrise City Construction Inc.
Hardware	$650.00	Sunrise City Construction Inc.
Gutters	$1,580.00	Sunrise City Construction Inc.
Driveway / Sidewalk	$7,100.00	Sunrise City Construction Inc.
Dumpster	$2,700.00	Sunrise City Construction Inc.
Final Clean Up	$400.00	Sunrise City Construction Inc.
Landscaping and Sod	$3,300.00	Sunrise City Construction Inc.
Grand Total	**$185,000.00**	

130 S. Indian River Dr. #202 Fort Pierce FL 34950
772-201-2850 EMAIL: Rodwaller1@gmail.com

PROPOSAL AS TO THE DISPOSITION OF FPRA SURPLUS PROPERTIES

11/13/2023

100 US HWY 1, 1st Floor

Fort Pierce, FL 34950

RE: **LOCATION: 604 S 6th STREET, FORT PIERCE, FL 34950**

DEVELOPMENT PLAN

Our company has a vision for the referenced property from an infill prospective. We propose, restoring said lot with a Single Family Home comprising of three (3) bedroom and two (2) bath. (See attached: Building Plans including Elevations, Floor Plans, Facades, Landscaping, Sketches of Plans to be developed and the above highlighted detailed description.)

TIMELINE TO COMPLETE THE CONSTRUCTION PROJECT

With our level of planning devoted to this project, we could have this project with the C O being received from the City in no more than 6 to 7 months.

CONSTRUCTION COST ESTIMATES

Kindly Find attached our detailed cost estimate from (us) the Licensed Contractor.

PROOF OF FINANCIAL ABILITY/LETTER FROM FINANCIAL INSTITUTION:

The attached record, will attest to our ability to purchase the lot and perform the above outlined construction.

PROPERTY UTILIZATION DEVELOPED FOR RESIDENTIAL USE.

Our main goal is to develop said property with an Owner Occupancy, through the approach of resale.

NARRATIVE / SUMMARY OF DEVELOPMENT

We view this project for development, as an approach to assist the City of Fort Pierce with ensuring its vital tax base is restored for future grow, in meeting the needs of its residents. The project reflects are approach for the area/address as noted, to further define a need in strengthening the neighborhood through the presence of family and unification.

We have seen what a project such as the one we are proposing can do for a neighborhood, we ask that you kindly reflect on the Zora Neal Hurston development we did off 29th street in Fort Pierce. This project comprised of a total of twenty (20) such homes. In addition, we just completed another home identical to one are proposing, at 710 22nd ST, Fort Fierce.

We believe in our client's satisfaction, combined with the City's vision for the various neighborhoods. We believe that the two vision combined, will help the city meet the need for affordable housing, in addition to strengthening the City's Tax base and beyond.

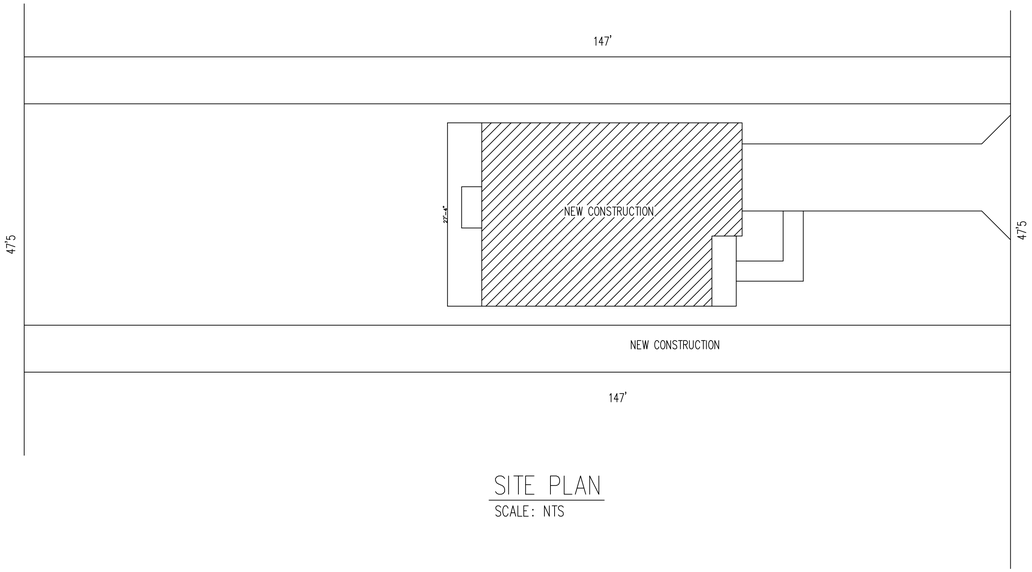
Respectfully submitted with thanks and anticipation,

Rodnick J Walker Date 11/13/23

Sunrise City CHDO, Inc.

Management.

"Helping Families…. To Help Themselves……"



SITE PLAN

SCALE: NTS



FRONT ELEVATION

SCALE: NTS

SITE AND SOIL PREPARATION STATEMENT

1. STRIPPING OF SITE:

ALL VEGETATION TOP SOILS, MARL, TREE STUMPS, ROOTS, ORGANIC ZONES, ASPHALT PAVEMENT (WITH LIMERICK BASE COURSE), AND OTHER DELETERIOUS MATERIALS MUST BE STRIPPED TO WHATEVER DEPTH IS NECESSARY, AND REMOVED FROM THE SITE. STRIPPING OF THE SITE WILL BE REQUIRED TO A DEPTH FOR COMPLETE REMOVAL OF ALL UNACCEPTABLE MATERIAL TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER. CONTACT SOIL ENGINEER FOR INSPECTION AND FINAL APPROVAL BEFORE CONTINUING.

2. COMPACTION AFTER STRIPPING:

THE COMPLETE COMPACTION PROCESS MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER. THIS COMPACTION IS TO BE TESTED WITH 8 FEET STANDARD PENETRATION TEST BORINGS. FREQUENCY OF TESTS TO BE AT EVERY 1500 SQ. FT. THE UPPER 12" MUST BE TESTED FOR 95% OF THE MODIFIED PROCTOR (ASTM D-1557). TESTS ARE TO BE OBSERVED AND APPROVED BY GEOTECHNICAL ENGINEER BEFORE CONTINUING WITH THE COMPACTION. GENERAL CONTRACTORS TO EXERCISE CAUTION DURING COMPACTION OPERATIONS TO AVOID DAMAGE TO ANY NEARBY EXISTING STRUCTURES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY OF THE EXISTING STRUCTURES.

3. STRUCTURAL FILLING AND BACKFILLING:

MADE IN LIFTS NOT EXCEEDING 12" IN DEPTH. COMPACTION WITH A VIBRATORY ROLLER TO ATTAIN 95 % COMPACTION OF MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). MUST BE COMPLETED UNIFORMLY. STRUCTURAL FILL TO CONSIST OF NON-ORGANIC, NON-PLASTIC, CLEAN, COARSE-GRAINED SAND/ROCK MATERIAL (ASTM D-1557). TESTS ARE TO BE OBSERVED AND APPROVED BY GEOTECHNICAL ENGINEER BEFORE CONTINUING. SAMPLES ARE TO BE SUBMITTED AND APPROVED BY THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER BEFORE COMMENCEMENT OF WORK. NO PARTICLE SIZE GREATER THAT THREE INCHES AND LESS THAN 10 % PASSING THROUGH THE #200 SIEVE. THE COMPACTION OF EACH LIFT MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.

4. FOUNDATION BEARING SURFACE PREPARATION:

THE UPPER 12" OF BEARING SOIL IN THE FOOTING EXCAVATION BOTTOM SURFACES (AFTER EXCAVATING FOR FOUNDATIONS) MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH THE WORK. AFTER APPROVAL ALL THE BEARING SURFACES MUST BE COMPACTED TO DENSITIES EQUIVALENT TO 98 % OF THE MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). SOILS WHICH ARE NOT APPROVED MUST BE REMOVED OR REPLACED, OR LOWERED TO A SATISFACTORY BEARING ELEVATION, OR FURTHER COMPACTED AS DETERMINED AND INSTRUCTED BY THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER. THE COMPACTION OF THESE AREAS MUST ALSO BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.

5. TESTING:

TESTING OF COMPACTED EXISTING SOIL, OR OF STRUCTURAL BACKFILL TO MEET OR EXCEED 95 % OF MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). FREQUENCY OF TESTS: ONE EACH 1500 SQ. FT. (OR A MINIMUM OF 3 IN ANY ONE BUILDING OR BUILDING ADDITION) AND AT EACH LIFT OF EXISTING OR BACKFILL, ONE OF EACH SPREAD FOOTING, AND ONE EACH 100 LIN. FT. OF CONTINUOUS FOOTINGS. GENERAL CONTRACTOR TO SUBMIT TESTING PLAN FOR APPROVAL BY ARCHITECT, GEOTECHNICAL ENGINEER, AND STRUCTURAL ENGINEER BEFORE COMMENCEMENT OF WORK.

SLAB ON FILL

1. FILL AND BACKFILL TO BE COMPACTED TO 95 % OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINE BY THE STANDARD PROCTER TEST.

2. COMPACTION LAYERS NOT TO EXCEED 8 INCHES, SLABS ON FILL TO BE PLACED ON A CHECKEREBOARD PATERN WITH CASTING LIMITED TO 600 SQUARE FEET OR 25 FEET IN ANY DIRECTIONARD PATTERN.

3. PROVIDE 6-MILL VAPOR BARRIER (VISQUEEN) BELOW ALL INTERRIOR SLABS ON FILL. SOIL MUST BE TREATED FOR TERMITE. TO BE PERFORMED BY APPROVED TERMITE SPECIALIST

SHEET INDEX

#	SHEET DESCRIPTION
A1	COVER SHEET
A2	FLOOR PLAN AND DETAIL
A3	ELEVATION
A4	FOUNDATION
A5	MECHANICAL PLAN & DETAILS
A6	PLUMBING PLAN
A7	ELECTRICAL PLAN & DETAILS
A8	FRAMING
A9	DETAILS SHEET
A10	

ENGINEERING NOTES: ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH.PLUMB.ENERGY.ACCESSIBILTY.LIFE SAFETY .FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED.2, BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O. INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33142
DESIGNWEST ASSOCIATE

Designwest hereby reserves his copyright and other property rights in these plans. These plans and drawings are not to be written Dimensions on these drawings shall have precedence over scale dimension. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variation from the dimensions and conditions shown by these drawings. These plans and drawings are the property of the Designer and are not to be assigned to any parties without first obtaining prior written permission and consent.must be notified of any variation from the dimensions and conditions shown by these drawings.

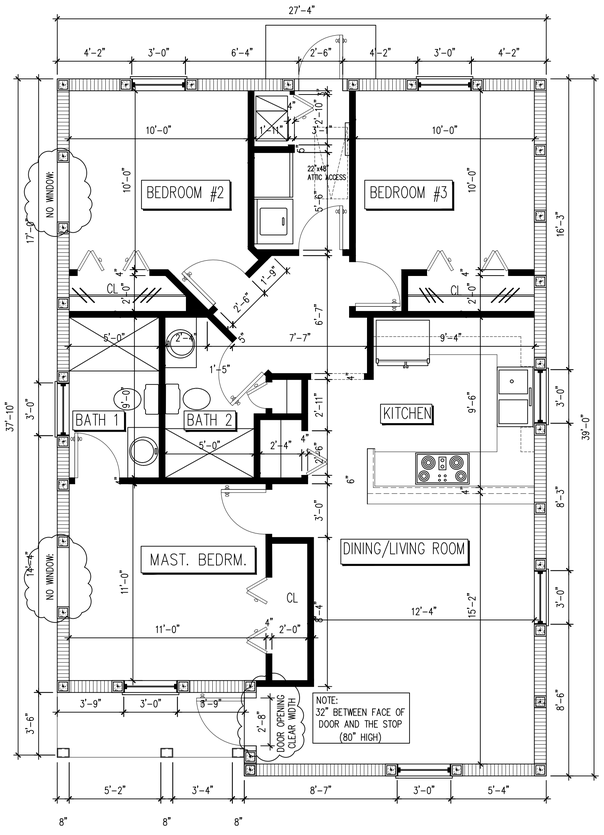
DESIGNWEST ASSOCIATES INC.

Fine Architectural Design
1510 E. COLONIAL DR.STE.230.ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	REVISIONS:
DATE: 01/27/2019	DRAWN BY F.R
SCALE AS SHOWN	CHK BY WG
SUBDIVISION:	

SHEET NO
A-1
OF_SHEETS

WAYNE GANDY
LICENSE
NO. 33134
STATE OF
FLORIDA
PROFESSIONAL ENGINEER



FLOOR PLAN

SCALE: 1/4" = 1'-0"

AREA BREAKDOWN	
LIVING AREA =	1,016 SQ. FT.
TOTAL	1,016 SQ. FT.
ENTRY AREA =	37 SQ. FT.
TOTAL AREA =	1,053 SQ. FT.

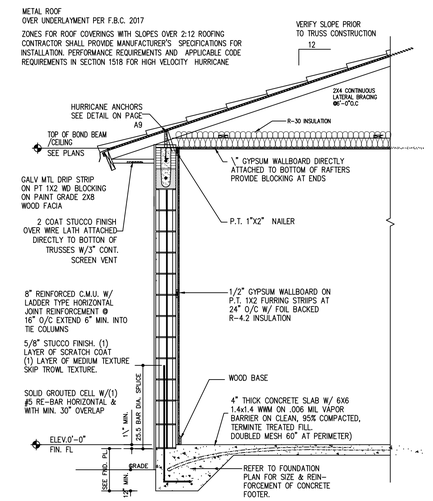
VENTILATION OF ATTIC SPACE PER 2017 FBC 2326.3.2	
RATIO OF NET FREE VENTILATION TO CEILING = 1/150	
ATTIC SPACE TO BE VENTILATED	1,050 SQ. FT.
NET AREA OF SCREEN VENTILATION REQUIRED 1,050 S.F. = 7.0 SQ. FT. 150	
SIZE AND SPACING OF SCREEN VENTS	7"x22" (1.06 S.F.) @ 8'-0" O.C.
MIN. NUMBER OF REQUIRED SCREEN VENTS	7.0 / 1.06 = 6 SCREEN VENTS
LINEAR FT OF EAVE (SOFFIT) AVAILABLE	132'-0" Ln. Ft.
NUMBER OF SCREEN VENTS PROVIDED	132' / 8' = 16 SCREEN VENTS
SEE "TYP. WALL SECTION" ON SAME SHT. FOR SREEN VENT LOCATION	

GENERAL NOTES:

1. ALL OPENINGS SHALL BE PROTECTED WITH APPROVED HURRICANE SHUTTERS. WITH THE EXCEPTION OF THE ENTRY DOOR AND THE GARAGE DOORS WHICH SHALL BE DESIGNED TO WITHSTAND HURRICANE IMPACT LOAD (APPLICABLE ONLY IF IMPACT GLASS IS NOT BEING USED)
2. EXTERIOR DOORS & FRAMES TO HAVE WEATHER STRIPPING
3. UNLESS OTHERWISE NOTED, ALL STRUCTURAL LUMBER SHALL BE #2 YELLOW PINE, OR S.P.F.
4. WINDOWS INDICATED WITH (E) MUST BE MANUFACTURED TO CONFORM TO THE BUILDING CODE WITH RESPECT TO MINIMUM EMERGENCY EGRESS REQUIREMENTS.- SEE SPECIFICATON REGARDING MEAN OF EGRESS BELOW.
5. ALL ATTIC OPENINGS SHALL BE FRAMED WITH 1" X 2" WOOD FRAMING.
16. PROVIDE OUTLET AND SWITCHED LIGHT AT ALL ATTIC ACCESS
7. ALL INTERIOR DOOR SHALL BE HOLLOW CORE
8. ALL SHOWER ENCLOSURE GLASS TO BE SAFETY GLAZING.
9. ALL WINDOW FRAMES TO BE SET IN CAULK BEDS.
10. EXTERIOR DOORS & FRAMES TO HAVE WEATHER STRIPPING.
11. ALL LINEN CLOSET SHALL HAVE 5 SHELVES
12. ALL INTERIOR NON BEARING WALL SHALL BE METAL STUDS WITH GAGE & INSTALLATION PROCEDURE AS SPECIFIED BY MANUFACTURER
13. EXTERIOR SOFFITS & CLG. SHALL BE CLAD WITH STUCCO OVER EXP. METAL LATH APPLIED PER FBC 2001 CHAPTER 25, SECTION 2508.
14. GENERAL CONTRACTOR SHALL VERIFY ALL MASONRY OPENINGS WITH MANUFACTURER'S LITERATURE

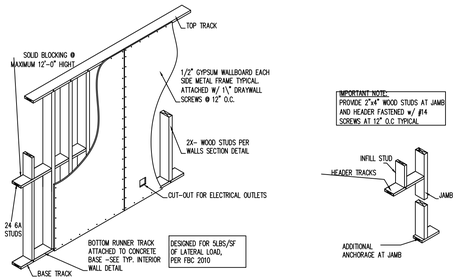
SPECIFICATIONS REGARDING MEANS OF EGRESS

THE MODE OF OPERATION OF EGRESS WINDOWS SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, 24" IN HEIGHT, 5.7 SQ. FT. THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" OFF THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.



WALL SECTION

SCALE: NTS



PRODUCT APPROVAL SUBMITTAL AFFIDAVIT

PRODUCT	NOA FL. PRODUCT	MANUFACTURER:	MODEL	ATTACHMENT METHOD:	BUILDING DESIGN PRESSURES PFS	PRODUCT DESIGN PRESSURES PFS
ROOFING	FL FL2346-R7	UNION CORRUGATING	-	INSTALLED PER MANIFACTURES SPECS.	N/A	N/A
SWING DOOR	FL 22513	MASONITE	GLAZED SWING DOOR	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 14" O.C.	+50.0 -50.0 PSF	+1 -67 PSF
WINDOWS	FL14911.5	ANDERSON	SERIES 7800 SH FLANGE/FIN FRAME IMPACT LOW-E	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACED MAX 13 3/4" O.C. FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 9 1/4" O.C. FRAME SILL - NONE	N/A	+60 -60 PSF
SOFFIT	STUCCO		VENTED DECORATICE CIMENTATIOUS FINISH	VAPOR BARRIER .... W/FELT BACKED HIGH RIB LATHE ATTACHED W/ 1 1/2" GALV. ROOF NAILS AT 4" O.C. ON HIGH RIB W/ STUCCO	N/A	N/A
GARAGE DOOR	-	-	-			

NOTE: ALL WINDOW & DOOR BUCKS: CAULKED & SEALED.
ALL WINDOW & DOOR TO FOLLOW MANUFACTURES SPECIFICATIONS AS WELL AS THOSE LISTED

I HAVE REVIEWED THE ABOVE COMPONENTS AND CLADDING, AND I HAVE APPROVED THEIR USE IN THE STRUCTURE TO TO PROVIDE ADEQUATE RESISTANCE TO THE WIND LOAD AND FORCES SPECIFIED BY THE CURRENT CODE PROVISIONS. AS SIGNED BELOW.

ENGINEERING NOTES ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECHANICAL LIVE LOADS ACCESSIBILITY TO LIFE SAFETY PER FBC 2014
CONSTRUCTION 160MPH WIND SPEED 2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

THE BISMARCK SPEC HOME
710 N 22ND STREET
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SUNRISE CITY
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(from conception to construction)
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LIC. # CG - C1515114
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CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33143
DESIGNWEST ASSOCIATE

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Written Dimensions on these drawings shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office

DESIGNWEST ASSOCIATES INC.

Fine Architectural Design
1510 E. COLONIAL DR.STE.230,ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY: F.R.	REVISIONS:
SUBDIVISION:	SCALE: AS SHOWN	CHK BY: WG	

SHEET NO
A-2
OF_SHEETS

REVISED 12/21/2020

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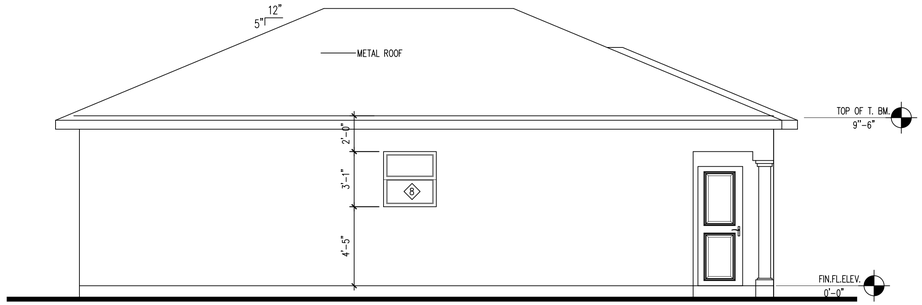
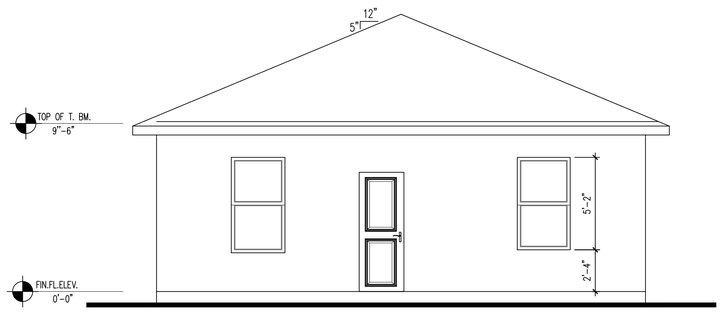
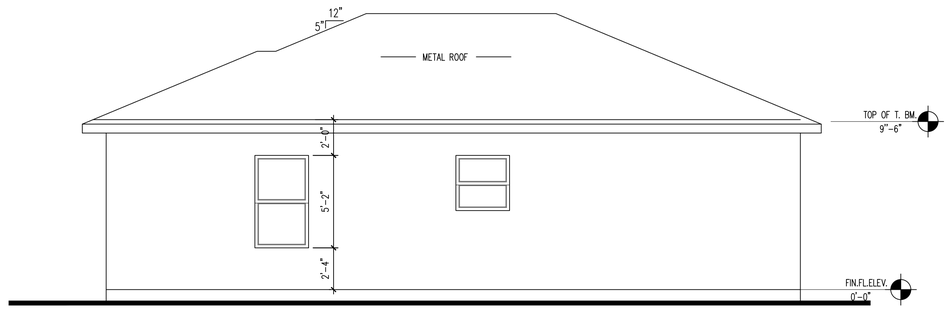
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH.PLUMB.ENERGY.ACCESSIBILTY.LIFE SAFETY.FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED 2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGN WEST ASSOCIATES, INC.

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O. INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

SUNRISE

CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33143
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SHEET NO
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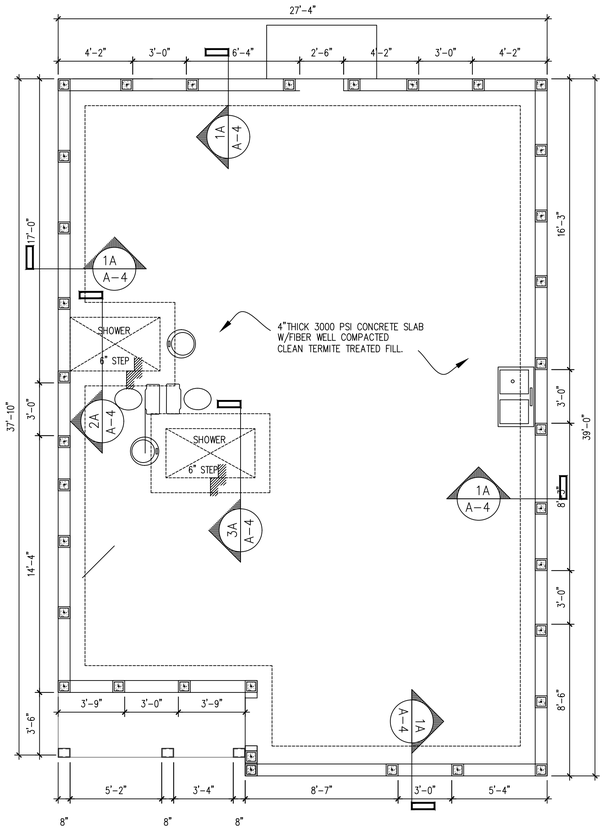
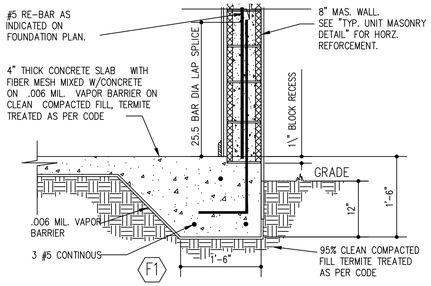
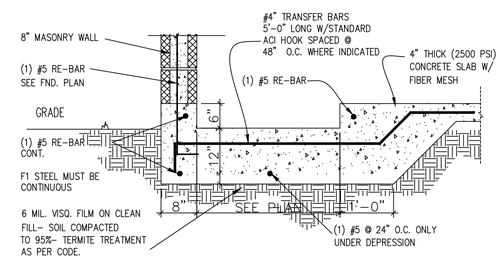


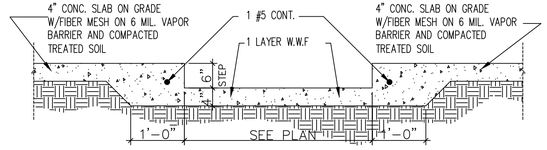
A4 FOUNDATION PLAN
SCALE : 1/4



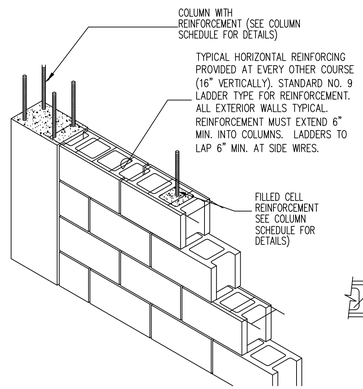
1 A4 SECTION 1/A4 – PERIMETER FOOTING
SCALE: 3/4" = 1'-0" TYPICAL AT ALL PERIMETER WALL (U.O.N.)

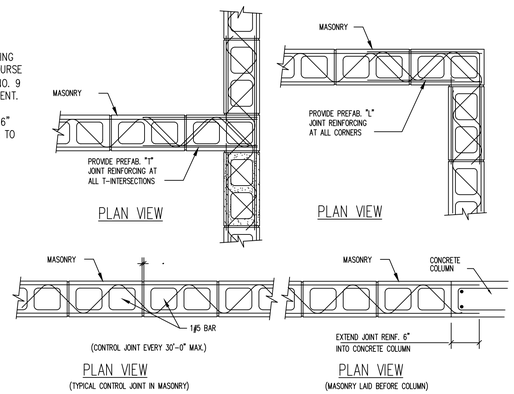


2 A4 SECTION 4/A4 – SLAB DEPRESSION AT SHOWER(S)



3 A4 SECTION 3/A4 – SLAB DEPRESSION AT SHOWER
SCALE: 3/4" = 1'-0"





COLUMN SCHEDULE

	TYPE	SIZE WIDTH	SIZE DEPTH	REINFORCING VERTICAL	REINFORCING HORIZONTAL	REMARKS
	C1	8"	8"	1 # 5	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM. MAX C.C. SPACING OF 48" (U.O.N.)
	C2	8"	16"	2 # 7	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C3	16"	16"	4 # 5	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C4	8"	12"	2 # 6	NONE	"O" BLOCK. REINF. LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C5			2 # 5	NONE	T994 RINKER BLOCK (45° ANGLE) w/ 2–#5 VERT.
	C6	T.S. 3\"x3\"x¼" COLUMN				CONC. FILLED STEEL COLUMN
	C7	16" DIA. ROUND COLUMN BLK.		4 # 5	#3 @ 12" O.C	RINKER BLK. (ROUND) 16" DIAM.

PROVIDE 8 X 8 FILL CELLS W/#5 @ MAX. 5'-0" O.C.

FOOTING SCHEDULE

	TYPE	SIZE LENGTH	SIZE DEPTH	REINFORCING LENGTHWISE NO.	REINFORCING LENGTHWISE SIZE	REINFORCING LENGTHWISE LENGTH	REINFORCING LENGTHWISE SPACE	TRANSVERSE BAR NO.	TRANSVERSE BAR SIZE	TRANSVERSE BAR LENGTH	TRANSVERSE BAR SPACE	TRANSFER BAR NO.	TRANSFER BAR SIZE	TRANSFER BAR LENGTH	TRANSFER BAR SPACE	REMARKS
	F1	18"	CONT.	3	#5	(1) CONT. ON TOP (2) CONT. ON BOT		1	#4		#48"	1	#4	60"	48"	MONOLITHIC
	TE	8"	CONT.	1	#5	CONT. ON BOT.										THICK EDGE
	TE	12"	CONT.	1	#5	CONT. ON BOT.										THICK EDGE
	F2	24"	24"	3	#5	EA. WAY										FND. PAD
	F3	36"	36"	4	#5	EA. WAY										FND. PAD
	F4	42"	42"	5	#5	EA. WAY										FND. PAD
	F5	36"	6'-8"	4	#5	LONG WAY			#5		96" O.C SHORT WAY					FND. PAD

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REVISIONS	DRAWN BY	CHK BY
	F.R	WG

DATE: 01/27/2019 SCALE AS SHOWN

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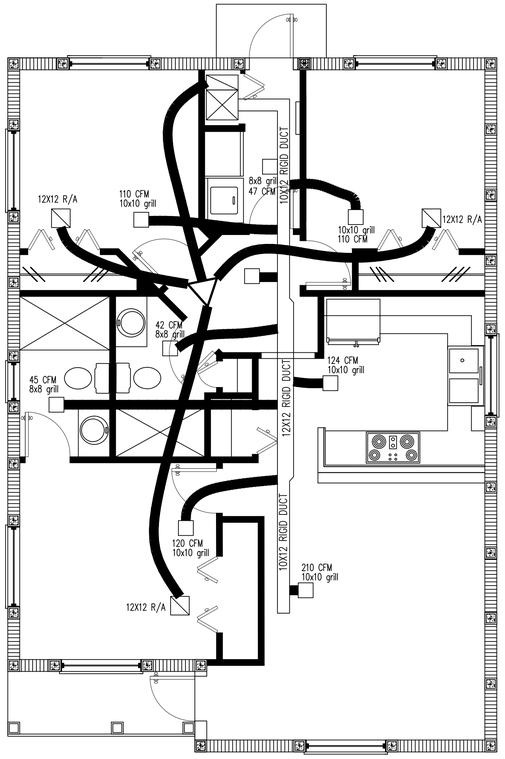


A/C PLAN
SCALE: 1/4" = 1'-0"

AIR CONDITIONING SPECIFICATION

GENERAL

* DRAWINGS ARE DIAGRAMATIC. DO NOT SCALE DRAWINGS FOR THE EXTACT LOCATION OF EQUIPMENT, PIPING, DUCTWORK, ETC.
* THESE DRAWINGS DO NOT SHOW EVERY MINOR DETAIL, BUT THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED FOR A COMPLETE, ACCEPTABLE WORKING INSTALLATION.
* ALL WORK SHALL BE PERFORMED BY A LICENSED CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTANCE BY ENGINEER/ARCHITECT MUST BE A CONDITION OF THE SUB-CONTRACT.
* CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.
* ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROCESS OF CONSTRUCTION.
*ALL REQUIRED INSURANCE SHALL BE PROVIDED BY THIS CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
* ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES, RULES, AND ORDINANCES.
* ALL MATERIALS SHALL BE NEW AND SHALL BEAR UNDERWRITERS LABEL WHERE APPLICABLE.
* THE MECHANICAL CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY THAT SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR ONE YEAR FROM THE DATE OF FINAL WORK ACCEPTANCE. EQUIPMENT SHALL BE U.L. APPROVED.
* ARCHITECURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR.

INSTALLATION

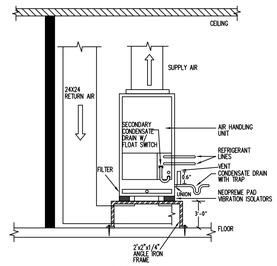
* THE MECHANICAL CONTRACTOR SHALL PROVIDE HVAC EQUIPMENT AS SCHEDULED WITH THE CAPACITIES SHOWN ON THE PLAN.
*SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
* THE MECHANICAL CONTRACTOR SHALL PROVIDE MOTOR STARTERS, RELAYS, CONTACTORS, SMOKE DUCT DETECTORS, ETC.
* THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SWITCHES AND INSTALL ALL CONTROL WIRING.
* A/C UNIT SUPPLY AND RETURN AIR DUCTS SHALL BE R-6 JOHNS MANVILLE MAT-FACED MICRO-AIRE FIBERGLASS DUCT BOARD, TYPE 800 (UL APPROVED) , INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
* ALL DUCTWORK SHALL CONFORM TO S.M.A.C.N.A. STANDARDS. ALL DUCTWORK SIZES ARE NET INSIDE DIMENSIONS.
* ALL A/C SUPPLY DUCT ELBOWS MUST BE FURNISHED WITH APPROVED TURNING VANES.
* BRANCH TAKEOFFS MUST BE PROVIDED WITH APPROVED, ADJUSTABLE, ACCESSIBLE AIR SPLITTER DAMPERS.
* ROUND DUCT ELBOWS SHALL HAVE AN INSIDE RADIUS NOT LESS THAN 1.5 TIMES THE WIDTH OF THE DUCT.
* CLAMP FLEXIBLE DUCTS TO COLLARS. MAXIMUM LENGTH SHALL BE 10 FEET.
* ALL EXHAUST AND OUTSIDE AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL.
* ANY DUCTWORK ABOVE THE ROOF TO BE SHEET METAL, WEATHERPROOFED AND PAINTED. INSULATION TO BE 2" THICK, RIGID ON INTERIOR AND INSTALLED IN AN APPROVED MANNER.
* INSTALL SMOKE DUCT DETECTORS IN THE SUPPLY DUCT OF ALL A/C UNITS EXCEEDING 1999 CFM (INTERLOCK WITH ON/OFF CONTROLS OF AIR HANDLER.
* AIR DISTRIBUTION ACCESSORIES SHALL BE PER SCHEDULE ON PLANS. REFRIGERANT PIPING TO BE TYPE "K" COPPER WITH SOLDER FITTINGS. INSULATE ALL REFRIGERANT SUCTION LINES WITHIN BUILDING SPACES WITH ½" ARMAFLEX OR APPROVED EQUAL, UNLESS OTHERWISE NOTED.
* CONNECT CONDENSATE DRAIN PIPING FROM UNIT THROUGH A TRAP TO CONDENSATE DRAIN PLUMBING CONTRACTOR MAY INSTALL DRAIN WITHIN 6 FEET OF UNIT IF CONTRACTED TO DO SO.
* SET AIR CONDITIONING HANDLER AND CONDENSATE UNITS ON APPROVED BASES WITH VIBRATION ISOLATORS.
* ALL OUTDOOR AIR INTAKES SHALL BE SCREENED WITH A CORROSION-RESISTANT MATERIAL NOT LARGER THAN ½" MESH.
* MOUNT THERMOSTATS 5'-6" ABOVE FLOOR, UNLESS NOTED OTHERWISE.
* THERMOSTATS FOR A/C UNIT SHALL BE HEAT/OFF/COOL AND FAN/AUTO/ON SWITCHED AND SHALL BE APPROVED BY EQUIPMENT MANUFACTURER.
* FURNISH AND INSTALL ALL TEMPERATURE CONTROLS UNDER THIS CONTRACT, INCLUDING HUMIDITY CONTROLS WHEN APPLICABLE.
* FIRE DAMPERS SHALL BE INSTALLED IN ALL DUCTS PENETRATING FIRE RATED ROOFS AND CEILINGS AND WHERE REQUIRED BY CODES. PROVIDE ACCESS DOORS AT EACH FIRE DAMPER LOCATION.

WARRANTIES

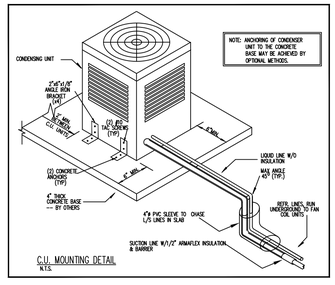
* CORRESTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENTS OR REPAIR OF ANY OTHER PHASE OF THE INSTALATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
* CONTRACTOR SHALL ADJUST, TEST AND BALANCE ALL SYSTEMS. BALANCED AIR FLOWS WITHIN 10 PERCENT OF THE DESIGN VALUES. SUBMIT COPY OF WORKSHEET TO ENGINEER/ARCHITECT.

NOTES TO A/C CONTRACTOR:

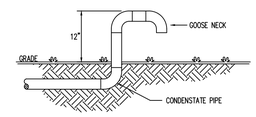
x DIGITAL, PROGRAMMABLE T-STATS TO BE INSTALLED FOR EACH AIR HANDLER UNIT.
x C.U.'S AREA TO BE LOCATED ON 4" THICK PADS ABOVE THE AREA FLOOD PLANE (FMC 301.14). CONTRACTOR SHALL VERIFY REQUIRED ELEVATIONS WITH CITY OFFICIALS.
x ALL AHU'S AREA TO HAVE ACCULIARY DRAIN PANS WITH A MINIMUM DEPTH OF 1-1/2", AND CONSTRUCTED OF A CORROSION RESISTANT MATERIAL APPROVED BY THE ENGINEER. A WATER LEVEL DETECTOR OR FLOAT SWITCH DEVICES SHALL BE LOCATED IN AUX. DRAIN PAN AND USED TO CONTROL OVERFLOW BY AUTOMATIC SHUTDOWN OF THE UNIT.
x ALL AHU'S SHALL HAVE A MINIMUM OF 4" CLEAR SPACE AROUND EACH UNIT.
x ALL R/A GRILLES TO BE LOCATED A MINIMUM OF 3'-0" FROM SMOKE DETECTORS.
x ALL AHU'S LOCATED IN ATTIC SPACE SHALL BE PROVIDED ACCESS WITH AN OPENING AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW THE REMOVAL OF THE AHU WITHIN 5'-0" OF THE UNIT (FMC 306.3).
x EXHAUST DUCTS SHALL BE A MIN. OF 4"ø AND 26 GAGE SHEET METAL PIPE.
x DRYER DUCTS SHALL HAVE A SMOOTH INTERIOR SURFACE AND MUST NOT EXCEED THE MAXIMUM ALLOWABLE LENGTH PER CODE.
x TRANSITION DUCTS SHALL NOT BE CONCEALED WITHIN CONSTRUCTION.



AIR HANDLING UNIT DETAIL
N.T.S.



C.U. MOUNTING DETAIL
N.T.S.



CONDENSATE DISCHARGE DETAIL
N.T.S.

SCOPE OF WORK

INSTALL COMPLETE NEW AIR CONDITIONING UNITS
INSTALL NEW AIR DUCTS
INSTALL NEW RETURNS
PROVIDE NEW CONC. PAD FOR EXTERIOR UNIT

SEE ATTACHED ENERGY AND HEAT LOAD CALCS.

VENTILATION PER F.B.C. 403.3

VENTILATION PER TABLE 403.3
OCCUPANCY: RESIDENCE
OF PEOPLE: 10
CFM/PERSON: 15

O/A REQUIRED: 10 x 15 = 150 CFM

AIR CONDITIONING LEGEND

▽	SUPPLY LINE MIXING BOX SEE PLAN ON THIS SHT. FOR NECK SIZE, LOCATION AND AIR FLOW	SUPLIED BY G.C.
▨	CEILING RETURN AIR GRILL SEE PLAN ON THIS SHT FOR NECK SIZE AND LOCATION	SUPLIED BY G.C.
⊠	CEILING DIFUSER AT DRYWALL CLG. SEE PLAN ON THIS SHT FOR NECK SIZE AND LOCATION	SUPLIED BY G.C.
☢	EXHAUST FAN	SUPLIED BY G.C.
▬	INSULATED FRESH AIR SUPLY DUCT SEE PLAN FOR SIZE.	SUPLIED BY G.C.

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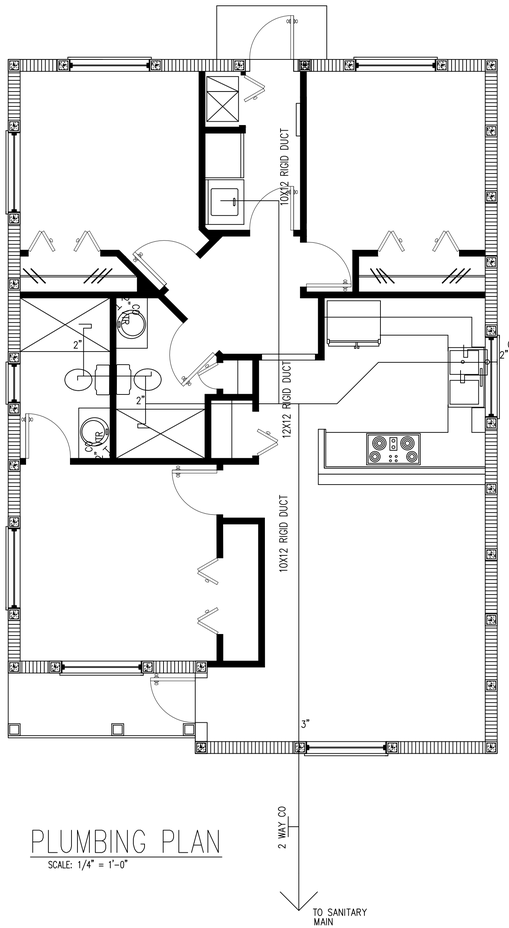
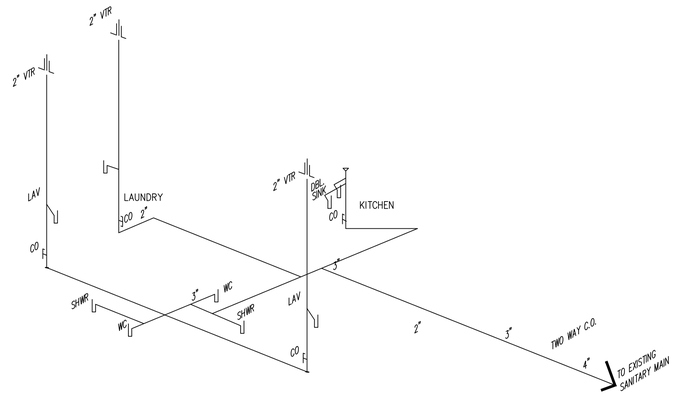


PLUMBING PLAN

SCALE: 1/4" = 1'-0"



GENERAL NOTES – PLUMBING

1. CONTROL VALVES REQUIRED AT TUBS AND SHOWERS
2. PLUMBING CONTRACTOR SHALL SUBMIT "AS BUILT" RISER DIAGRAM TO THE BUILDING DEPARTMENT. AS REQUIRED
3. ALL CLEANOUTS SHALL BE INSTALLED AS PER CODE.
4. ANTI-SCALD VALVE REQUIRED AT SHOWERS. (120 DEGREE MAX.)

FIXTURE COUNT

FIXTURE	NO.
W.C	3
BIDET	0
LAV.	4
WASH MACH.	1
L.T.	0
KIT. SK.	2
VEGGIE SK.	0
SHOWER	1
TUB	3
TOTAL	14

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FPE 33143
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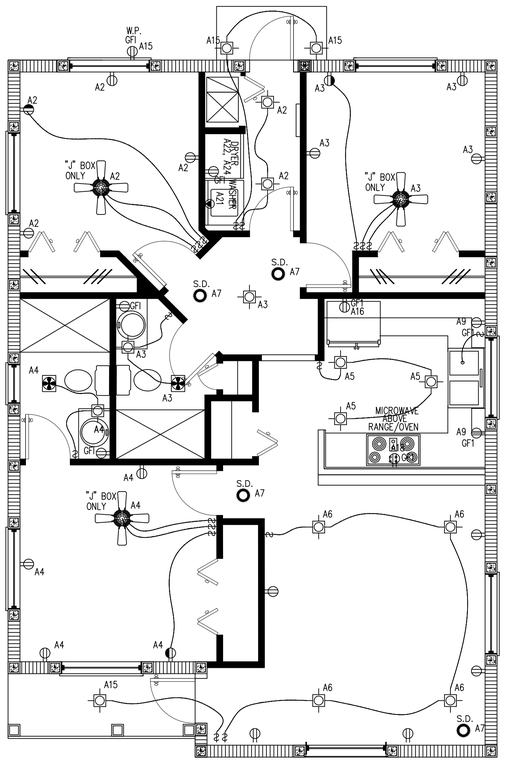


ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

TYPE: :SQUARE D OR APPROVED EQUAL
SERVICE 200 AMPS
VOLTAGE : 240 /120V – 3 WIRE (SINGLE PHASE)
MOUNTING: :FLUSH

PANEL SCHEDULE "A"

MAIN BUS. 200 AMPS
NEUTRAL
MAINS LUGS ONLY
LOCATION SHOWN

BRKS	PO-LE	TOTAL V.A.	CON-DUIT	WIRE		CKT NO.	CKT NO.	REMARKS	WIRE	CON-DUIT	TOTAL V.A.	PO-LE	BRKS
15	1	3,371		#14	GEN. LIGHT & RECEPT.	1	2	GEN. LIGHT & RECEPT	#14		3,371	1	15
						3	4						
						5	6						
					KITCHEN LIGHT. & SMOKE DET.	7	8						
20	1	1,500		#12	BATH GFI	9	10	GEN. LT. GAR. & EXTERIOR GFI					
					SPARE	11	12	SPARE					
					SPARE	13	14	SPARE					
20	1	1,200		#12	EXT LIGHT & GFI	15	16	KITCHEN SMALL APPL. GFI	#12		1,500	1	20
20	1	1,200		#12	MICROWAVE	17	18	KITCHEN SMALL APPL. GFI					
20	1	1,200		#12	REFRIGERATOR	19	20	DINING RM. SMALL APPL.					
20	1	1,500		#12	WASHER	21	22	DRYER	#10		5,000	2	30
20	1	1,200		#12	DISPOSAL	23	24						
50	2	8,000		#8	RANGE	25	26	DISHWASHER	#12		1,200	1	20
						27	28	A/C #1*	#10		5,000	2	30
30	2	4,500		#10	WATER HEATER	29	30						
						31	32	A/C #2*	#10		5,000	2	30
45	2	7,500 *		#8	AHU #1	33	34						
						35	36						
45	2	7,500 *		#8	AHU #2	37	38						
						39	40						
					SPACE	41	42						
		22,118									9,537		

CONNECTED LOAD LESS A/C= 31,655 WATTS

* = NON-CONCURENT LOAD

FIRST 10000 WATTS @ 100%=	10000	WATTS
REMAINDER @ 40%=	8,662.0	WATTS
TOTAL DEMAND LESS AC	18,862.0	WATTS
GREATER OF AHU @65% OR A/C @ 100 % =	15,000	WATTS
	33,862.0	WATTS
TOTAL DEMAND LOAD =	33,862.0	WATTS /240V=141.09 AMPS ⇨ 200 AMPS

FEEDER: 3 #2/0 THHN & 1# 6 C.U. BOND IN 2" PVC COND.

FED FROM: SERVICE

GENERAL LIGHTING CALCULATION

GENERAL LIGHTING TOTAL LOAD SHALL INCLUDE:

1 – THE TOTAL A/C SQUARE FOOTAGE MULTIPLY BY 3 VOLT/AMP.

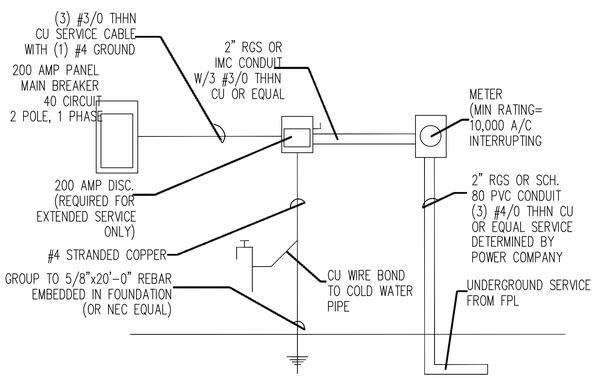
2 – MOTOR OPERATED APPLIANCE, SUCH AS PADDLE FAN AS PER N.E.C. 210-11, AND 220-3

GENERAL LIGHTING LOAD CALCULATION

TOTAL A/C AREA * 3	1,013 *3	= 3,039 WATTS
FAN LOAD * QUANTITY	200 * 3	= 600 WATTS
TOTAL GN.LT. LOAD		= 3,639 WATTS

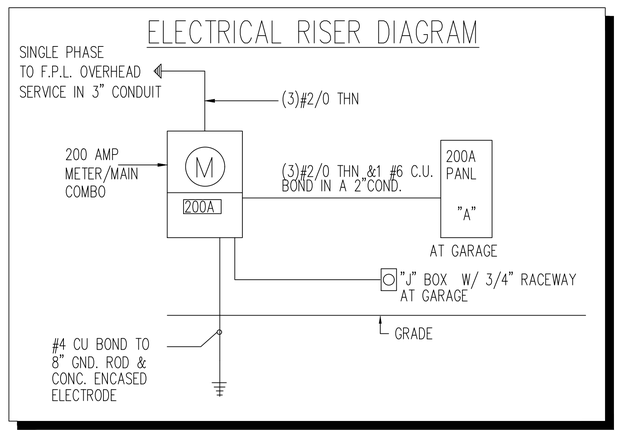
ELECTRICAL LEGEND

- DUPLEX RECEPTACLE OUTLET
- CEILING LIGHT FIXTURE
- RECESS LIGHT (HI-HAT)
- CEILING EXHAUST FAN W/LIGHT
- $ SINGLE POLE SWITCH
- GFI GFI DUPLEX RECEPTACLE OUTLET
- SPLIT-WIRED DUPLEX RECEPTACLE OUTLET
- CEILING FAN (J BOX ONLY)



UNDERGROUND ELECTRICAL RISER
120/240 V, 1 PHASE, 3 WIRE SERVICE NOT TO SCALE

ELECTRICAL RISER DIAGRAM



ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH-PLUMB-ENERGY-ACCESSIBILITY-LIFE SAFETY-FIRE CODE AND NEC 2014
CONSTRUCTION FOR MWFRS-COMPONENTS AND CLADDING-RISK CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGN WEST ASSOCIATES, INC.

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O., INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33143
DESIGNWEST ASSOCIATE

Written Dimensions on these drawings shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings.

Designs and ideas incorporated on these plans (as an instrument of service) is the property of the designer whether the project for which they are made is executed or not. They are not to be used by the owner or others on extensions of this project or any other project except by agreement in writing and with appropriate compensation to the designer. Visual contact with these plans shall constitute prima facie evidence of the acceptance of these restrictions. Reproduction, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the designer is prohibited. Any infringement will be subject to legal action including compensation for any and all damages incurred by the designer.

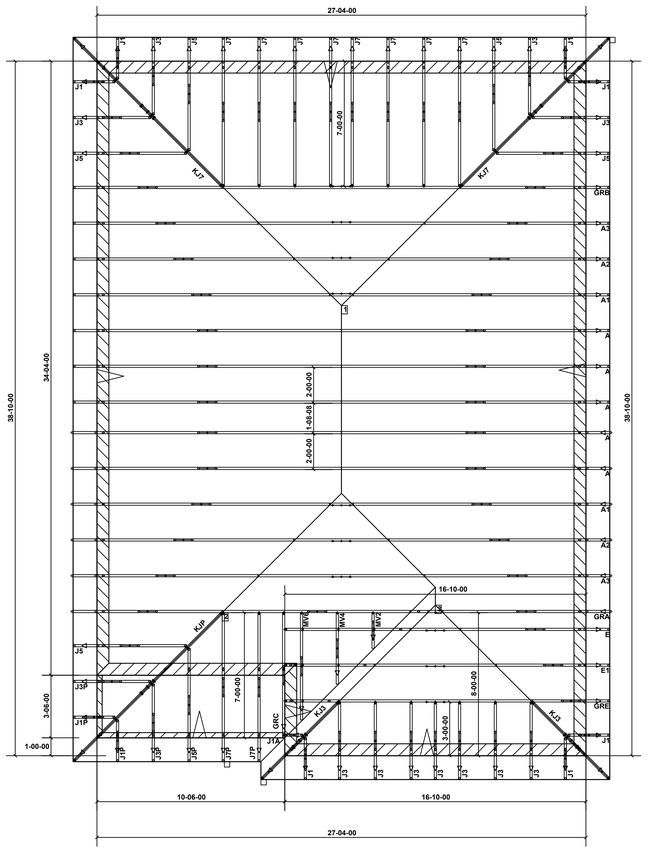
DESIGNWEST ASSOCIATES INC.
Fine Architectural Design
1510 E. COLONIAL DR.STE.230,ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

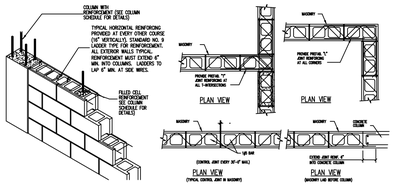
BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY: F.R	REVISIONS:
SUBDIVISION:	SCALE: AS SHOWN	CHK BY: WG	

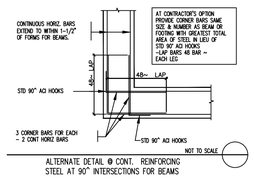
SHEET NO
A-7
OF _SHEETS

WAYNE GANDY LICENSE NO. 33134 STATE OF FLORIDA PROFESSIONAL ENGINEER

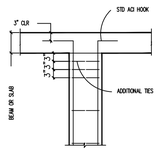
Hatch Legend
BRG WALL @ 9'- 6"



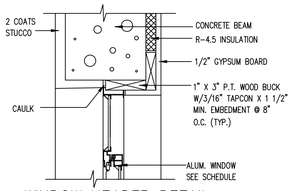




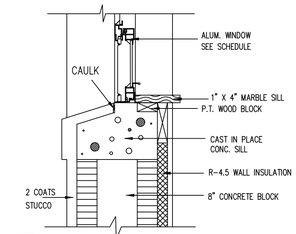
ALTERNATE DETAIL @ CONT. REINFORCING STEEL AT 90° INTERSECTIONS FOR BEAMS



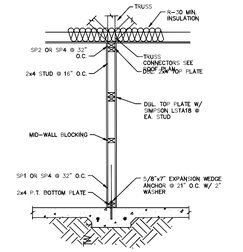
3 / A-9 TYPICAL COLUMN DETAIL @ BEAM OR SLAB
NOT TO SCALE



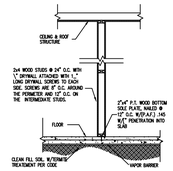
WINDOW HEADER DETAIL
N.T.S.



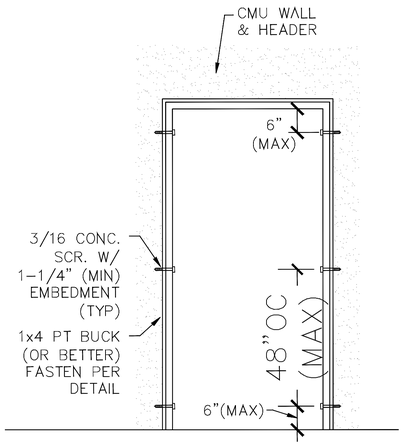
2 / A-9 WINDOW SILL DETAIL
N.T.S.



1 / A-9 TYPICAL EXT/INT KNEE WALL DETAIL
SCALE : 3/4"=1'-0" (FRAME EXTERIOR WALL SIMILAR - USE J-BOLTS)

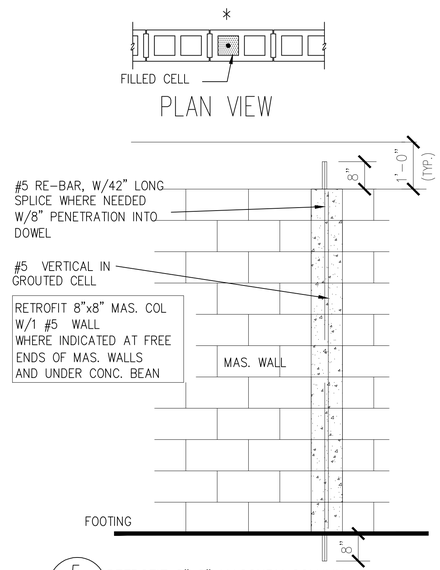


TYP. INTERIOR NON-BRG WALL DETAIL
SCALE: NTS

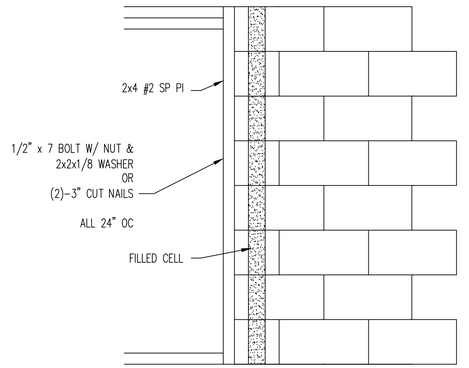


FASTENING FOR DOORS UP TO 3080

4 / A-9 DOOR FASTING DETAIL CONCRETE BLOCK WAL L
SCALE: NOT TO SCALE



5 / A-9 RETROFIT 8"x8" MASONRY COLUMN
N.T.S.



6 / A-9 FRAME WALL TO BLOCK WALL CONNECTION
SCALE : NONE

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH,PLUMB,ENERGY,ACCESSIBILTY,LIFE SAFETY ,FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED,2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

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SUNRISE CUSTOM HOMES

CONSULTING ENGINEERS
WAYNE G. GANDY, P.E.
FL. LIC. 33134
DESIGNWEST ASSOCIATE

Designwest hereby reserves its copyright and other property rights in these plans. These plans and drawings are not to be written. Dimensions on these drawings shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job site and this office must be notified of any variations from the dimensions and conditions shown by these drawings. These plans and specifications are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any parties without first obtaining written permission and consent.must be notified of any variation from the dimensions and conditions shown by these drawings. the designer, "not" are they to be assigned to any parties without first obtaining written permission and consent.must be notified of any variation from the dimensions and conditions shown by these drawings.

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Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY F.R	REVISIONS:
SUBDIVISION:	SCALE AS SHOWN	CHK BY WG	

SHEET NO
A-9
OF_SHEETS

WAYNE GANDY LICENSE NO. 33134 STATE OF FLORIDA PROFESSIONAL ENGINEER

Charter Mortgage L.L.C.

15155 NW 7th Avenue Suite 102 • Miami, FL. 33169 or don@CharterML.com

www.CharterML.com

201 E. Abram St. Arlington, TX. 76010

Cell Phone (786) 379-0868 • Fax (888) 388-2194

NMLS ID 1414207

Friday, November 10th, 2023

To Whom it may concern,

We are pleased to inform you that Sunrise City Concrete Services is pre-approved for the purchase price of up to $600,000.00 that they requested for the acquisition and development of Single family homes in the City of Fort Pierce FL.

We have verified assets, cash reserves, personal and business credit, and income. This pre-approval is based on verified information provided.

If you have any questions regarding this loan pre-approval, please feel free to contact me at any time.

Thank you,

Don

Donald D. Forrester
President
NMLS ID# 842745

***Buyer's **credit, assets, and income has been examined within the past 14 days** ***

JOURNEY

EQUITY PARTNERS, LLC.

RFP No. 2024-012

DISPOSITION OF CITY SURPLUS PROPERTIES

1620 AVENUE E

DUE NOVEMBER 13, 2023 2:30 PM

FORT PIERCE, FL · THE SUNRISE CITY ·

FPRA FORT PIERCE REDEVELOPMENT AGENCY

JOURNEY
EQUITY PARTNERS, LLC.

Table of Contents

Invitation to bid and bidder acknowledgement
Offer to purchase/Bid response
Required Information
Bidders Acknowledgment
Bidders Checklist
Addendum Acknowledgment
Development Plan
Preliminary building plans
Renderings of buildings
Detailed Description with no drawings
Timeline to complete the construction.
Detailed Cost Estimate from our internal estimating division
Estimated Total Cost
Landscaping Plans
Proof of Financial Ability/Letter from Financial
Property Development Utilization
Summary/Narrative of Development
Company Profile
(Includes Florida General Contractors License, Resumes, Bond Info, and Further info)



DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2024-12**
Mandatory Site-Visit: **N/A**	**Bid Title: DISPOSITION OF CITY SURPLUS PROPERTIES – 1620 AVENUE E**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time **2:30PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: Journey Equity Partners, LLC. **Mailing Address:** 1147 NE 7th Avenue	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Fort Lauderdale, FL 33304	**Typed or Printed Name:** Jarad Wahl
Type of Entity (Select one): **Corporation** LLC. **Partnership** _____ **Proprietorship** _____	**Title:** Principal
Incorporated in the State of: Florida **Year:** 2020	**Delivery in _____days, After Receipt Order**
Phone Number: (954) 368-7700	**Payment Terms:**
Fax Number: n/a	**FEIN or SS Number:** 82-2027969
E-Mail Address: jwahl@journeycdg.com	**Local Business:** ___Y ✓N **MWBE:** ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE
OFFER TO PURCHASE/BID RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
Bid No. 2023-027

Date: November 7, 2023

I/we propose to purchase property located at: 1620 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): Journey Equity Partners LLC.

Address: 1147 NE 7th Avenue Fort Lauderdale, FL 33304

Day-time Phone Number: (954) 368-7700 Mobile Number: _____

Email: jwahl@journeycdg.com, cmoore@journeycdg.com

INTENDED USE

I/we propose to use the property for:

Development of (1) steel manufactured energy efficient duplex featuring a modern design.

Will this property be your primary residence? _____ Yes ✓ No

If not above, what do you intend to develop the property for: ✓ Rental _____ Resale ____ Other

IMPROVEMENTS

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

New construction of modern designed multi-family residential duplex, concrete block construction and built to Miami-Dade Storm Code. Property will feature new landscaping, updated plumbing/irrigation, exterior lighting,and hardscapes. Duplexes will be rented out to families on the City of Fort Pierce's Affordable housing program's list.

(*Attach pages as needed*)

Total value of all proposed improvements to the property: $328,493.55

BID/BID AMOUNT

I/we offer to pay the City of Fort Pierce **$7,505.00** for the property.

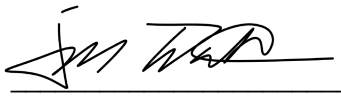
REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

✓ Yes	___ No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
✓ Yes	___ No	**Timeline to complete construction project**
✓ Yes	___ No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
✓ Yes	___ No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
✓ Yes	___ No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
✓ Yes	___ No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.



Bidder of Authorized Representative

Jarad Wahl

Typed Name

November 7, 2023

Date

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is the Bidder's Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Is the Development Plan included:	✓	
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 14-16) completed, signed and attached?	✓	
Bid envelope is marked accordingly.	n/a	

PLEASE SIGN AND RETURN WITH BID: _____

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 1620 AVENUE E
RFP NO. 2024-012

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Jarad Wahl
Typed or Printed

Company Name: Journey Equity Partners LLC.

Address: 1147 NE 7th Avenue, Fort Lauderdale, FL 33304

Date: 11/07/2023

/lh

Attachment: **Sample Surplus Property Sale Agreement**

JOURNEY

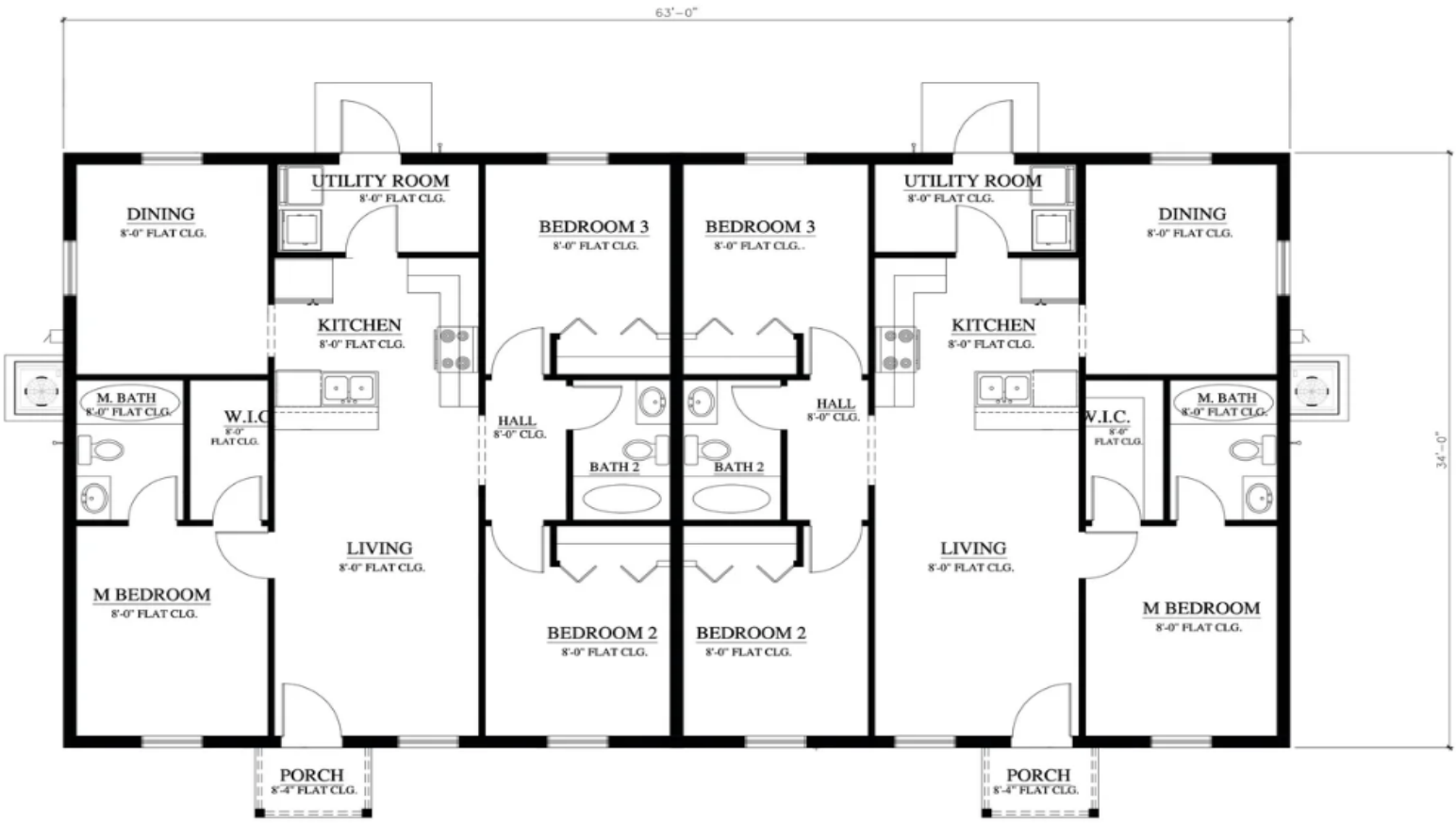
1620 Avenue E
2404-816-0003-000-2



DEVELOPMENT PLAN



Preliminary building plans



Renderings of buildings



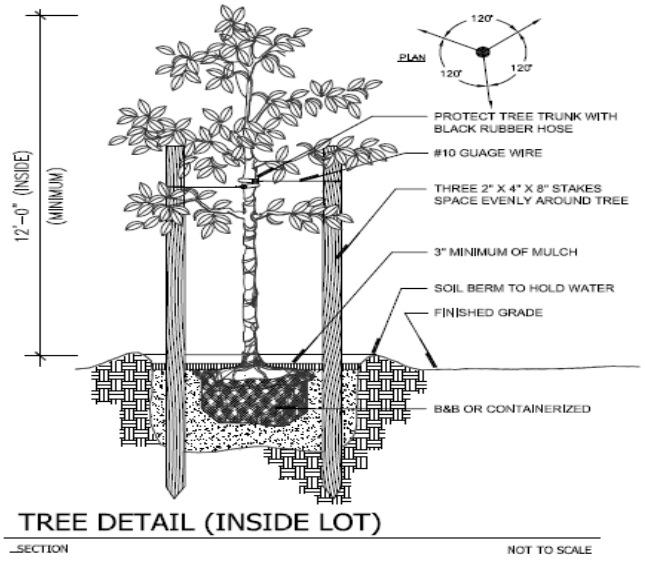


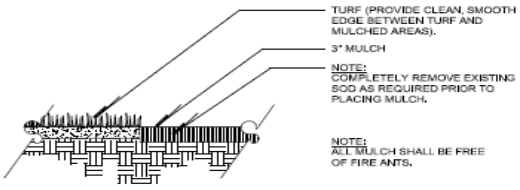


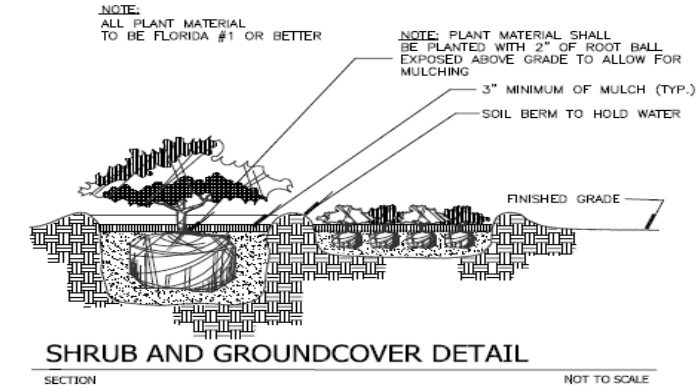


Landscaping Plans

The landscape plans for this project will meet the requirements set forth in SEC 123-36.









Our landscaping deign will feature native plants to the treasure coast region of Florida. We will focus on installing species such as culusia, bromeliads, fountain grasses, and palm trees.









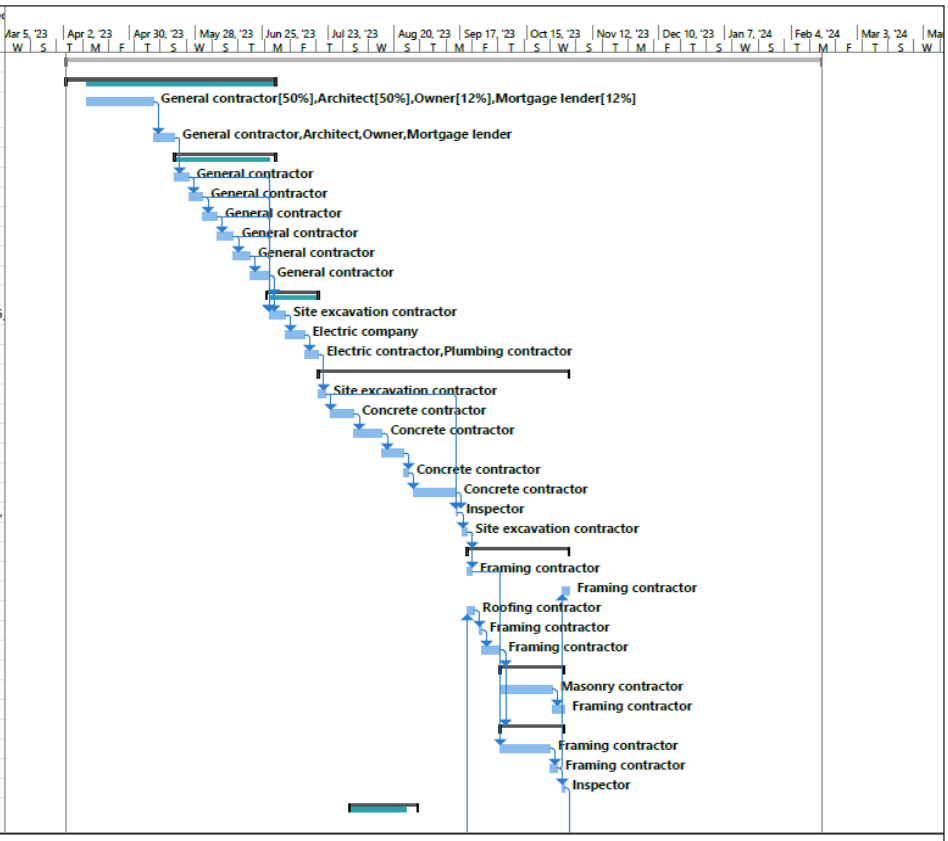
Detailed Description

The duplex model we will build is just at 2,142 square feet and will consist of the following:

- Modern front with large windows
- 3 Bedrooms 2 Full Baths
- Full Kitchen
- Impact Doors and Windows
- Concrete Block structure
- Central A/C Duct system
- Tankless water heater
- Utility Room
- Connection for washer and dryer
- LED Lights
- Hurricane resistant (178 MPH Winds)
- State of Florida Building Council Approved

Timeline to complete the construction

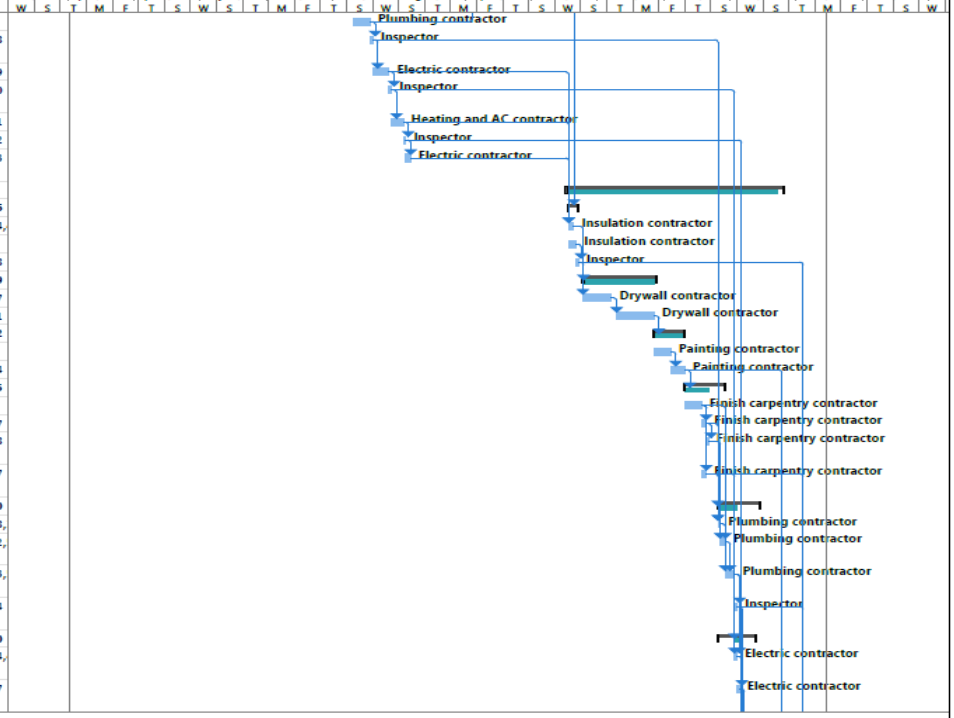
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
0		**Residential Construction**	**230 days**	**Mon 4/3/23**	**Fri 2/16/24**	
1		**General Conditions**	**65 days**	**Mon 4/3/23**	**Fri 6/30/23**	
2		Finalize plans and develop estimate with owner, architect	20 days	Wed 4/12/23	Tue 5/9/23	
3		Sign contract and notice to proceed	7 days	Wed 5/10/23	Thu 5/18/23	2
4		**Apply for Permits**	**31 days**	**Thu 5/18/23**	**Fri 6/30/23**	
5		Secure foundation permit	4 days	Fri 5/19/23	Wed 5/24/23	3
6		Secure framing permit	4 days	Thu 5/25/23	Tue 5/30/23	5
7		Secure electrical permit	4 days	Wed 5/31/23	Mon 6/5/23	6
8		Secure plumbing permit	5 days	Tue 6/6/23	Mon 6/12/23	7
9		Secure HVAC permit	5 days	Tue 6/13/23	Mon 6/19/23	8
10		Secure miscellaneous permits	6 days	Tue 6/20/23	Tue 6/27/23	9
11		**Site Work**	**16 days**	**Tue 6/27/23**	**Tue 7/18/23**	10
12		Clear and grub lot	5 days	Wed 6/28/23	Tue 7/4/23	5,6,
13		Install temporary power service	6 days	Wed 7/5/23	Wed 7/12/23	12
14		Install underground utilities	4 days	Thu 7/13/23	Tue 7/18/23	13
15		**Foundation/CMU**	**76 days**	**Wed 7/19/23**	**Wed 11/1/23**	
16		Excavate for foundations	3 days	Wed 7/19/23	Fri 7/21/23	14
17		Form footings	8 days	Mon 7/24/23	Wed 8/2/23	16
18		Place concrete for foundations	8 days	Thu 8/3/23	Mon 8/14/23	17
19		Cure footings for 7 days	7 days	Tue 8/15/23	Wed 8/23/23	18
20		Strip forms	2 days	Thu 8/24/23	Fri 8/25/23	19
21		Install CMU walls	14 days	Mon 8/28/23	Thu 9/14/23	20
22		Perform foundation inspection	1 day	Fri 9/15/23	Fri 9/15/23	21,
23		Backfill foundation	2 days	Mon 9/18/23	Tue 9/19/23	22
24		**Dry In**	**31 days**	**Wed 9/20/23**	**Wed 11/1/23**	23
25		Fly Truss and Install	2 days	Wed 9/20/23	Thu 9/21/23	23
26		Install roof decking	3 days	Mon 10/30/23	Wed 11/1/23	35
27		Install felt, flashing and shingles	3 days	Wed 9/20/23	Fri 9/22/23	38
28		Hang exterior doors	1 day	Mon 9/25/23	Mon 9/25/23	27
29		Install windows	6 days	Tue 9/26/23	Tue 10/3/23	28
30		**Exterior Finishes**	**19 days**	**Wed 10/4/23**	**Mon 10/30/23**	29
31		Complete Lathe	16 days	Wed 10/4/23	Wed 10/25/2	
32		Complete Stucco	3 days	Thu 10/26/23	Mon 10/30/23	31
33		**Framing**	**19 days**	**Wed 10/4/23**	**Mon 10/30/23**	29
34		Install metal interior studs	15 days	Wed 10/4/23	Tue 10/24/23	25
35		Complete roof framing	3 days	Wed 10/25/23	Fri 10/27/23	34
36		Conduct framing inspection	1 day	Mon 10/30/23	Mon 10/30/23	35
37		**Utility Rough-B97Ins and Complete Concrete**	**21 days**	**Tue 8/1/23**	**Tue 8/29/23**	



Project: Residential Constructio
Date: Thu 2/23/23

Task | Project Summary | Manual Task | Start-only | Deadline
Split | Inactive Task | Duration-only | Finish-only | Progress
Milestone | Inactive Milestone | Manual Summary Rollup | External Tasks | Manual Progress
Summary | Inactive Summary | Manual Summary | External Milestone

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
38		Rough-in plumbing	5 days	Tue 8/1/23	Mon 8/7/23	
39		Conduct rough-in plumbing inspection	1 day	Tue 8/8/23	Tue 8/8/23	38
40		Rough-in electrical	5 days	Wed 8/9/23	Tue 8/15/23	39
41		Conduct rough-in electrical inspection	1 day	Wed 8/16/23	Wed 8/16/23	40
42		Rough-in HVAC	3 days	Thu 8/17/23	Mon 8/21/23	41
43		Conduct rough-in HVAC inspection	1 day	Tue 8/22/23	Tue 8/22/23	42
44		Rough-in communication - phone, cable, computer, alarm	2 days	Wed 8/23/23	Thu 8/24/23	43
45		**Interior Finishes**	**66 days**	**Mon 10/30/2**	**Mon 1/29/24**	
46		**Insulation**	**4 days**	**Tue 10/31/2**	**Fri 11/3/23**	36
47		Place wall insulation	2 days	Tue 10/31/2	Wed 11/1/23	44,
48		Place ceiling insulation -	3 days	Tue 10/31/2	Thu 11/2/23	
49		Conduct insulation inspection	1 day	Fri 11/3/23	Fri 11/3/23	48
50		**Drywall**	**23 days**	**Mon 11/6/2**	**Wed 12/6/2**	49
51		Install drywall walls	10 days	Mon 11/6/23	Fri 11/17/23	47
52		Tape and float drywall	12 days	Mon 11/20/2	Tue 12/5/23	51
53		**Paint and Wallpaper**	**9 days**	**Wed 12/6/2**	**Mon 12/18/**	52
54		Paint all except entry and kitchen	5 days	Wed 12/6/23	Tue 12/12/2	
55		Paint exterior siding & trim work	4 days	Wed 12/13/2	Mon 12/18/2	54
56		**Cabinets**	**13 days**	**Tue 12/19/2**	**Thu 1/4/24**	55
57		Fabricate Cabinets	5 days	Tue 12/19/2	Mon 12/25/2	
58		Install 1st floor - kitchen cabinets	2 days	Tue 12/26/2	Wed 12/27/2	57
59		Install 1st floor - master bath and guest cabinets	1 day	Thu 12/28/23	Thu 12/28/23	58
60		Install chair rails, crown moldings, trim	2 days	Tue 12/26/23	Wed 12/27/23	57
61		**Finish Plumbing**	**14 days**	**Tue 1/2/24**	**Fri 1/19/24**	60
62		Complete- kitchen plumbing	1 day	Tue 1/2/24	Tue 1/2/24	58,
63		Complete master bath and guest plumbing	2 days	Wed 1/3/24	Thu 1/4/24	62,
64		Complete hall bath and private bath plumbing	2 days	Fri 1/5/24	Mon 1/8/24	63,
65		Conduct finish plumbing inspection	1 day	Tue 1/9/24	Tue 1/9/24	64
66		**Finish Electrical**	**12 days**	**Tue 1/2/24**	**Wed 1/17/24**	60
67		Complete 1st floor circuits to service panel	1 day	Tue 1/9/24	Tue 1/9/24	64,
68		Complete 2nd floor circuits to service panel	1 day	Wed 1/10/24	Wed 1/10/24	67



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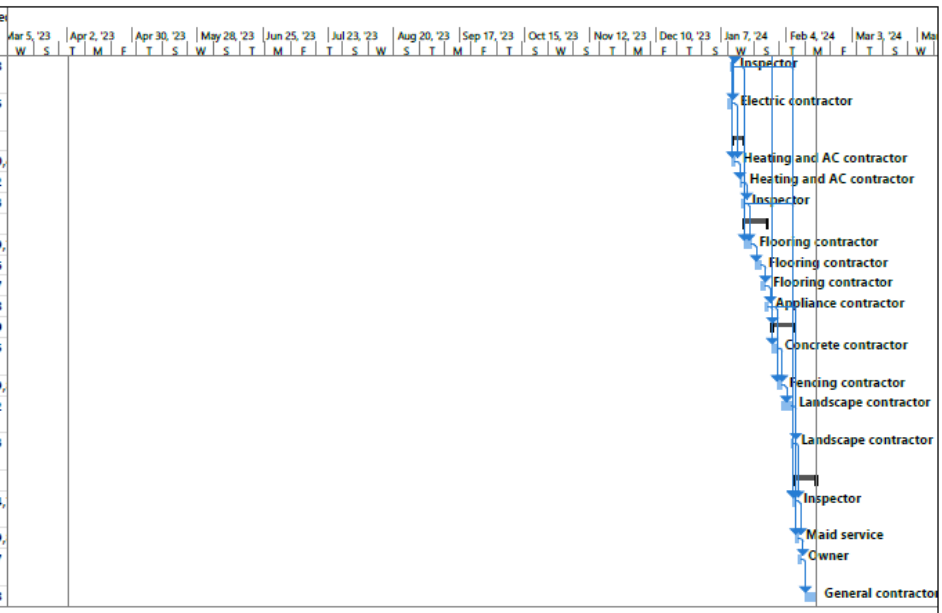
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
69		Conduct finish electrical inspection	1 day	Thu 1/11/24	Thu 1/11/24	68
70		Complete communications wiring - phone, cable, computer, alarm	2 days	Wed 1/10/24	Thu 1/11/24	65
71		**Finish HVAC**	**3 days**	**Fri 1/12/24**	**Tue 1/16/24**	
72		Complete 1st floor - zone 1 HVAC	1 day	Fri 1/12/24	Fri 1/12/24	70,
73		Complete 2nd floor - zone 2 HVAC	1 day	Mon 1/15/24	Mon 1/15/24	72
74		Conduct HVAC inspection	1 day	Tue 1/16/24	Tue 1/16/24	73
75		**Carpet, Tile and Appliances**	**8 days**	**Wed 1/17/24**	**Fri 1/26/24**	
76		Tile entry, kitchen and baths	3 days	Wed 1/17/24	Fri 1/19/24	69,
77		Carpet 1st floor	2 days	Mon 1/22/24	Tue 1/23/24	76
78		Carpet 2nd floor	2 days	Wed 1/24/24	Thu 1/25/24	77
79		Install appliances	1 day	Fri 1/26/24	Fri 1/26/24	78
80		**Landscaping and Grounds Work**	**7 days**	**Mon 1/29/24**	**Tue 2/6/24**	**79**
81		Pour concrete driveway and sidewalks	2 days	Mon 1/29/24	Tue 1/30/24	55
82		Install backyard fence	2 days	Wed 1/31/24	Thu 2/1/24	79,
83		Sod and complete plantings - front yard	2 days	Fri 2/2/24	Mon 2/5/24	82
84		Sod and complete plantings - backyard	1 day	Tue 2/6/24	Tue 2/6/24	83
85		**Final Acceptance**	**8 days**	**Wed 2/7/24**	**Fri 2/16/24**	
86		Complete final inspection for certificate of occupancy	1 day	Wed 2/7/24	Wed 2/7/24	84,
87		Cleanup for occupancy	1 day	Thu 2/8/24	Thu 2/8/24	79,
88		Perform final walk-through inspection	1 day	Fri 2/9/24	Fri 2/9/24	87
89		Complete punch list items	5 days	Mon 2/12/24	Fri 2/16/24	88



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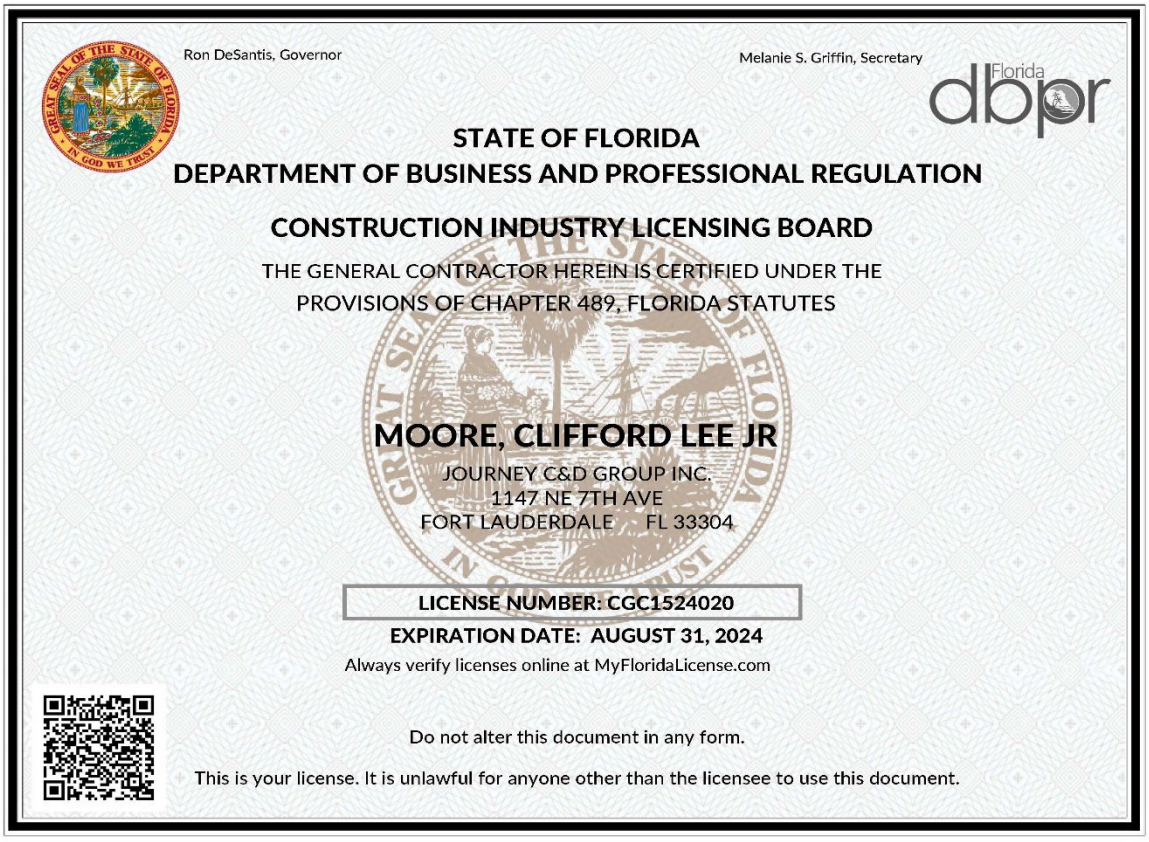
Summary	Inactive Summary	Manual Summary	External Milestone

Detailed Cost Estimate by a Licensed General Contractor

As a fully Licensed and State Certified construction firm, we have our own internal estimating division that allows us to be more precise and efficient when cost estimating on all our all projects.

Our internal estimating team has put together a cost estimate to complete construction that we as an organization believe is current to the market trends and not comprising material quality for cost.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MOORE, CLIFFORD LEE JR

JOURNEY C&D GROUP INC.
1147 NE 7TH AVE
FORT LAUDERDALE FL 33304

LICENSE NUMBER: CGC1524020
EXPIRATION DATE: AUGUST 31, 2024

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Detailed Cost Estimate

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

COST ESTIMATE

2210002 - Fort Pierce Duplex Development

Manager: Clifford Moore

As of 2/23/2023

Original Scope

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
01300	County Impact Fees	1.00	l/s	0.00	0.00	6,500.00	0.00	0.00	6,500.00
	Duplex	1.00	ea	Subcontract @	6,500.00 =				6,500.00
01500	Temporary Facilities and Controls - Electrical and Plumbing	1.00	l/s	0.00	0.00	2,000.00	0.00	0.00	2,000.00
	Temporary Facilities and Controls	1.00	l/s	Subcontract @	2,000.00 =				2,000.00
02300	Earthwork	1.00	l/s	0.00	0.00	21,146.00	0.00	0.00	21,146.00
	Earthwork	1.00	l/s	Subcontract @	21,146.00 =				21,146.00
05500	Metal Fabrications	1.00	l/s	0.00	0.00	500.00	0.00	0.00	500.00
	Metal Fabrications	1.00	l/s	Subcontract @	500.00 =				500.00
07400	Roofing Flashing and Seam	1.00	l/s	0.00	0.00	2,500.00	0.00	0.00	2,500.00
	Roofing Flashing and Seam	1.00	l/s	Subcontract @	2,500.00 =				2,500.00
09500	Ceilings	1.00	l/s	0.00	0.00	4,000.00	0.00	0.00	4,000.00
	Ceilings - Plaster at Seam	2.00	l/s	Subcontract @	2,000.00 =				4,000.00
09600	Flooring	1.00	l/s	0.00	0.00	12,000.00	0.00	0.00	12,000.00
	Flooring Tile Allowance	2,400.00	sf	Subcontract @	2.00 =				4,800.00
	Floor Setting Materials and Grout	2,400.00	sf	Subcontract @	0.50 =				1,200.00
	Flooring Labor Installation	2,400.00	sf	Subcontract @	2.50 =				6,000.00
010000	General Conditions	1.00	l/s	0.00	0.00	400.00	0.00	2,050.00	2,450.00
	Porta Potty	1.00	mths	Subcontract @	400.00 =				400.00
	Office Supplies, Water, Ice, Small Hand Tools	1.00	l/s	Other @	1,500.00 =				1,500.00
	Office Space/Trailer	1.00	mths	Other @	550.00 =				550.00
010000	Permitting and Builders Risk	1.00	l/s	0.00	0.00	9,900.00	0.00	0.00	9,900.00
	Builders Risk	1.00	l/s	Subcontract @	2,100.00 =				2,100.00
	Permitting	1.00	l/s	Subcontract @	7,800.00 =				7,800.00
013100	Project Management and Coordination	1.00	l/s	20,500.00	0.00	0.00	0.00	0.00	20,500.00
	Part Time Project Manager	2.00	mon	Labor @	5,000.00 =				10,000.00
	General Superintendent	1.50	mths	Labor @	7,000.00 =				10,500.00
13120	Concrete Shell, drywall and Roofing	1.00	l/s	0.00	0.00	150,580.00	0.00	6,000.00	156,580.00
	Duplex (2 Units)	1.00	ea	Subcontract @	147,080.00 =				147,080.00
	Appliances (Stove, Refrig, Microwave, Washer and Dryer, and Garbage Disposal, Dishwer.	2.00	ea	Other @	3,000.00 =				6,000.00
	Crane	1.00	ea	Subcontract @	3,500.00 =				3,500.00
15400	Plumbing Underground Rough and Connection	1.00	l/s	0.00	0.00	6,050.00	0.00	0.00	6,050.00
	Underground Rough and Connection	2.00	l/s	Subcontract @	3,025.00 =				6,050.00
15700	Heating, Ventilating, and Air Conditioning Equipment & Installation	1.00	l/s	0.00	0.00	10,000.00	0.00	0.00	10,000.00
	Heating, Ventilating, and Air Conditioning Equipment & Installation	2.00	l/s	Subcontract @	5,000.00 =				10,000.00
16200	Electrical Power	1.00	l/s	0.00	0.00	7,000.00	0.00	0.00	7,000.00
	Electrical Power	2.00	l/s	Subcontract @	3,500.00 =				7,000.00
017400	Cleaning and Waste Management	1.00	l/s	0.00	0.00	3,125.00	0.00	0.00	3,125.00
	Dumpster	1.00	l/s	Subcontract @	725.00 =				725.00
	Final Interior Clean	2.00	ea	Subcontract @	1,200.00 =				2,400.00
022100	Surveys, Elevation Certificate, Tests	1.00	l/s	0.00	0.00	1,900.00	0.00	0.00	1,900.00
	Surveys - Elevation, 4-Corner, Setback	1.00	l/s	Subcontract @	1,200.00 =				1,200.00
	Soil Test	1.00	ea	Subcontract @	350.00 =				350.00
	Concrete Test	1.00	ea	Subcontract @	350.00 =				350.00
024100	Landscape and Irrigation	1.00	l/s	0.00	0.00	8,700.00	0.00	0.00	8,700.00
	Landscape Per Lot	1.00	ea	Subcontract @	5,200.00 =				5,200.00

Detailed Cost Estimate and Final Cost

	Irrigation	1.00	ea	Subcontract @	3,500.00	=			3,500.00
070000	Stucco - Thermal and Moisture Protection	1.00	l/s	0.00	0.00	15,000.00	0.00	0.00	15,000.00
	Stucco Entire House - Smooth	2.00	l/s	Subcontract @	7,500.00	=			15,000.00
099100	Exterior Painting	1.00	l/s	0.00	0.00	9,500.00	0.00	0.00	9,500.00
	Exterior Painting	2.00	l/s	Subcontract @	4,750.00	=			9,500.00
102800	Shower Glass Door Allowance	1.00	l/s	0.00	0.00	3,000.00	0.00	0.00	3,000.00
	Shower Glass Door Allowance	2.00	l/s	Subcontract @	1,500.00	=			3,000.00

SUBTOTAL DIRECT COSTS	**20,500.00**	**0.00**	**284,301.00**	**0.00**	**8,050.00**	**312,851.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**20,500.00**	**0.00**	**284,301.00**	**0.00**	**8,050.00**	**312,851.00**
Profit Margin					4.76%	15,642.55

Supplemental Markups:

TOTAL PRICE	**328,493.55**

Proof of Financial Ability

11/08/2023

Re: Approval of Credit

To Whom It May Concern:

Journey C&D Group, Inc. Has been approved for Kiavi Funding Corporation's Bridge Pro Lending program. This program entails a funding commitment of $500,000.00 in aggregate loans outstanding, available for the acquisition and renovation of residential properties. Before approval of each loan, Kiavi will require an acceptable valuation supporting the property value and all conditions to be met.

If you have any questions or would like additional information, please feel free to contact me via the information provided below.

Respectfully,

Lorena Diaz

Regional Director, Strategic Accounts

Lorenaa.diaz@kiavi.com

315 Montgomery St, Floor 15, San Francisco, CA 94104

P: 954-398-4285 | NMLS:1314639 | Company NMLS ID:1125207

Property Development Utilization

Growing up in Fort Pierce makes this project truly hit home (pun intended). We understand the commitment and responsibility to come back and build a development that is a part of a bigger picture revitalizing and transforming Fort Pierce. While reviewing the sites we wanted to ensure that we could maximize its potential and utilization. We believe four modern multifamily units will add to this changing community.

We are committed to hire only subcontractors such as electricians, plumbers, air conditioning, concrete, and roofers for this project that are from the immediate local area of Fort Pierce. By hiring local subcontractors, an immediate economic impact to the area can be made. As a Minority-Owned Business Enterprise, we value seeking and partnering with those other local firms who are also disadvantaged.

While construction of the development is underway, our management team will focus on communicating with the Fort Pierce Affordable Housing program, to get those who are qualified and in need of a quality residence, identified and ready for a move in date. Affordable housing is a national issue in the United States and our commitment is to find opportunities by utilizing our resources to develop sustainable affordable housing. Whether it be a single parent or a family of six, we will provide an affordable solution that is energy efficient and sustainable to the environment.

Once construction is complete, our management team will employ a property management firm local to Fort Pierce to ensure there is immediate service and assistance available to our tenants. Our goal is to have this development built by the community for the community. We strongly believe in supporting the local area businesses and by utilizing their services, we can provide a better overall footprint as a sustainable housing developer.





Development Narrative

Fort Pierce is one of Florida's historic cities poised with opportunity in the eyes of our team.

Our multi-family duplex development would bring in a multitude of positive take aways for the city and our end-user Tenants. Those features this development focuses on, are the following:

- Two Additional affordable housing alternative units within the immediate area.
- Modern design Duplex with modern luxuries
- Restore the urban landscape and add trees to along the sidewalks.
- Connect local small business and minority/disadvantage business for concentrated economic growth.
- *Assist* in the vision of the city by their enabling private sector development of new residential units to update existing development patterns.

Our plan for 1620 Avenue E. is to deliver an atheistically modern multi-family duplex that is for those local families in need of affordable housing while striving to be a contributor of the future of Fort Pierce.

We are committed to ensuring those families in that are in need of housing in the City of Fort Pierce, can be provided a quality place to live at an affordable cost.

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

JOURNEY C&D GROUP INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

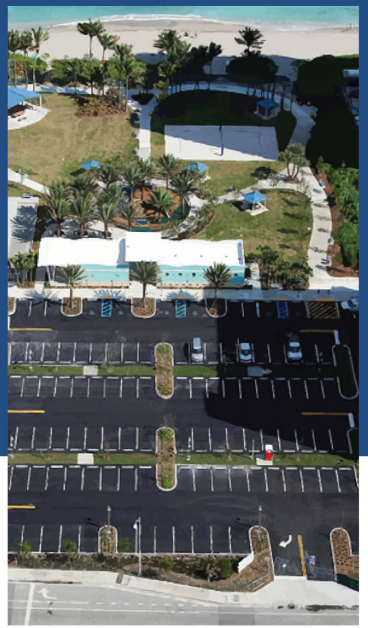
APPROVED NAICS CODES:

236220

Dwayne Moore

DBE & Small Business Development Manager

Florida Department of Transportation



ABOUT US

The life we are blessed with is not so much about the beginning or the end, but more about the **"Journey"** between. In the same way when you are developing or building, you can get any reputable construction management firm to build your project, but the difference maker is the Journey. The **Journey** will dictate the future.

MESSAGES FROM CEO

Dear Valued Member,

Journey C+D Group, Inc. is pleased to present our qualifications. We bring a team of accomplished leaders with a demonstrated record of successfully leading design and construction projects. Our experience gives us the best practices in construction that will strongly benefit your organization in safety, quality, on-time delivery and cost. We pride ourselves on cost effective, on-time and minimally disruptive project delivery-we will partner with you to ensure your operational goals are exceeded.

Journey C+D Group, Inc. emphasizes accountability and transparency in all of our engagements. We will uphold the highest standards of professionalism delivering elite level services, leveraging experience, expertise, and knowledge in a manner that mitigates risk and enhances return. We aim to be your trusted partner, supporting your construction needs in the highest professional manner at all times.

-Clifford L. Moore Jr. / Chief Executive Officer

OUR SERVICES

Founded in 2018, Journey C+D Group, Inc. is a construction management firm based out of South Florida.

From planning, design, and engineering to consulting and construction management, we deliver professional services throughout the project life cycle.

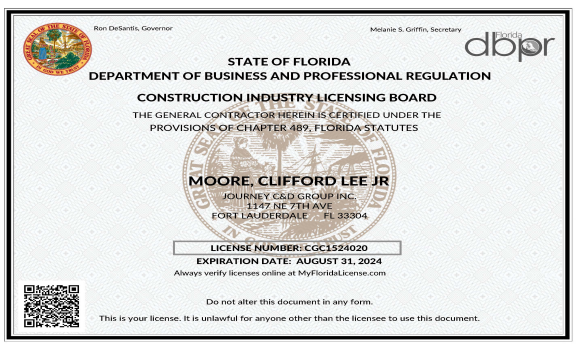


PRE-CONSTRUCTION SERVICES

CONSTRUCTION MANAGEMENT

SITE SAFETY MANAGEMENT

PROFESSIONAL LICENSES AND CERTIFICATIONS



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State of Florida Certified General Contractor

State of Florida Minority Certified Business

Palm Beach County SMBE
The School Board of Palm Beach SMBE
City of West Palm Beach SMBE
Broward County SMBE
The School Board of Broward County SMBE

Miami Dade County SMBE
The City of Miami SMBE

Florida Department of Transportation
South Florida Water Management District S/MBE
Miami Dade Public Schools MBE & Vendor

OUR COMPANY

Journey C+D Group, Inc. is a fully integrated construction management firm. Our core components are Construction Management/Development and EHS Services,. Our clients trust our team to help deliver their most complex projects, as we understand every assignment presents unique goals and challenges.



"The highest form of recommendation comes when you hire the contractor you want to keep working with and Brooks + Scarpa could think of no one better than Journey C+D Group Inc. when we decided to build our new South Florida studio. They are easy to work with, honest and always available."

Jeff Huber, Principal, Brooks + Scarpa Architects

OUR CORE VALUES

- Commitment
- Loyalty
- Communication
- Trust

OUR SAFETY RECORD

Zero Reported injuries since our inception.







BONDING CAPACITY

NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

February 10, 2023

Re: **Journey C&D Group Inc.**

To Whom It May Concern:

This is to advise you that Nielson, Wojtowicz, Neu and Associates provides bid, performance, and payment bonds for **Journey C&D Group Inc.** The name of their surety is **American Contractors Indemnity Company**, which carries an A.M. Best Rating of **A++ XV,** and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **American Contractors Indemnity Company** should be in a position to provide **Journey C&D Group Inc.** Performance and Payment Bonds for single projects in the amount of **$3,000,000** and aggregate support in the amount of **$6,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Journey C&D Group Inc. is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz
Producer

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
www.nielsonbonds.com

SMART, UNCOMPROMISING, TIMELY EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

Single Limit $3,000,000
Aggregate $6,000,0000

*Ability for higher bonding capacity based on project specifics/Clients Needs.

OUR **PRIORITIES**

Journey C+D Group is passionate about giving back to the communities we build in. We constantly look for opportunities to help, uplift, and support organizations that can make a lasting impact.

Humane Society

5000 Role Models of Excellence Project

St. Jude Children's Hospital – Active Volunteer

American Red Cross – Community Volunteer



OUR APPROACH

We believe having qualified teams of professionals that lead reputable subcontractors throughout a project life cycle is key. By combining talented teams and state of the art software, we are able to efficiently and succussfully build projects.

TECHNOLOGY

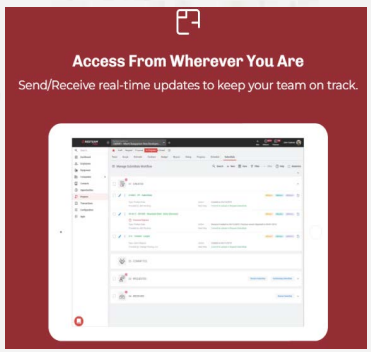
Reduce risk, control cost and increase predictability.

RedTeam is a highly customizable construction management solution trusted by many construction professionals. Designed to help mid to enterprise-level contractors, RedTeam Flex helps you manage your construction projects from start to finish:

- **Maximize communication, performance and productivity in the field**
- **Improve your overall administration, estimating, and bid solicitation**
- **Annotate, publish and share drawing files on web or mobile**
- **Share the project's financial status with clients in an easy, understandable format.**

JOURNEY DISPLAYS THE MOST NEEDED TRAITS IN A CONSTRUCTION COMPANY, WHICH IS HONESTY AND ACCOUNTIBILITY ABOVE ALL.

-CONTIN DESIGN & ARCHITECTURE



OUR LEADERSHIP

Our team is comprised of knowledgeable, professional and honest leadership.



Clifford Moore Jr.
Chief Executive Officer

Clifford L. Moore Jr. is the CEO of Journey C+D Group Inc. headquartered in South Florida. As a general contractor Clifford has been instrumental in building and maintaining the company's growth, and focus on providing professional construction management, quality service and craftsmanship. Clifford understands the importance of establishing partnerships and strategic alliances, also engaging local workforces in a collaborative effort to construct community centers and community projects. Clifford has taken his experiences and real-time education and applied it to every development and project.



Jarad Wahl
Chief Operating Officer

As Journey C+D Group's COO, Jarad is committed to collaborating with clients, employees and the community to promoting a transparent and positive culture that allows us to build with the experience in mind. He developed strategies and cultivated partnerships that have grown the company into multiple domestic markets and various development projects. His focus on corporate culture, building leaders within, and relationships with the community have combined for several successful project experiences for the end users. He is a certified general contractor in the State of Florida.

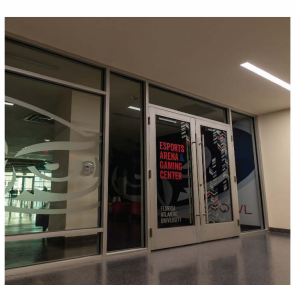
OUR PROJECTS

1 FLORIDA ATLANTIC UNIVERSITY STUDENT UNION RENOVATIONS

Boca Raton,FL











2 BROOKS SCARPA ARCHITECTS

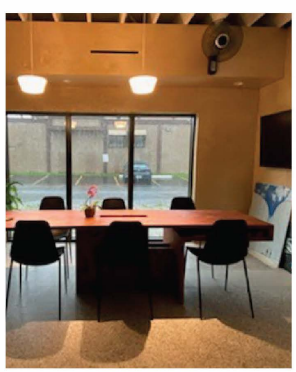
SOUTH FLORIDA STUDIO

Fort Lauderdale, FL

Brooks + Scarpa is a collective of architects, designers and creative thinkers dedicated to enhancing the human experience. Honored with the Smithsonian Cooper- Hewitt National Design Award, the firm is a multi-disciplinary practice that includes architecture, landscape architecture, planning, environmental design, materials research, graphic, furniture and interior design services that produces innovative, sustainable iconic buildings and urban environments.

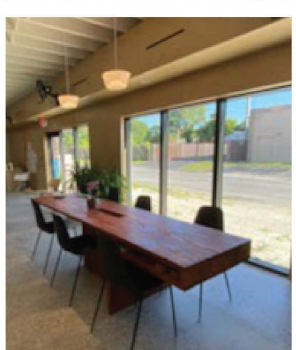
Ranked 2nd Overall top Architecture Firm in the USA by Architect Magazine and 333rd worldwide by Design Intelligence, Brooks + Scarpa is considered one the premier design firms in architecture, having been recognized with some of the most prestigious honors in the profession.

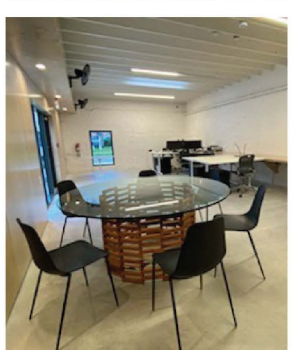
The firm's work has been exhibited worldwide including venues such as The Museum of Contemporary Art Los Angeles, The National Building Museum, Portland Museum of Art, the Kwangju Bienale and has also appeared on The Oprah Winfrey Show.

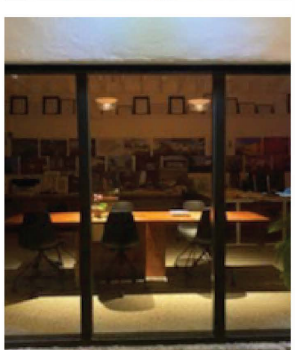












3 Palm Beach County: Wellington Library

West Palm Beach, FL



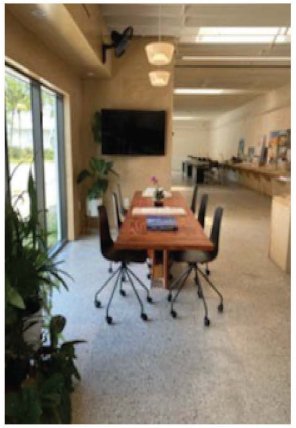




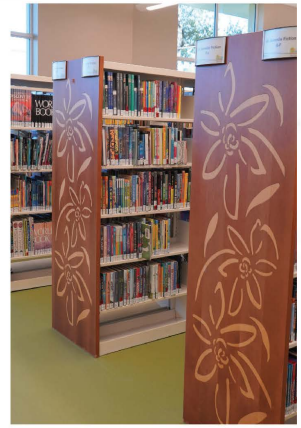


4 Palm Beach County: Lantana Library

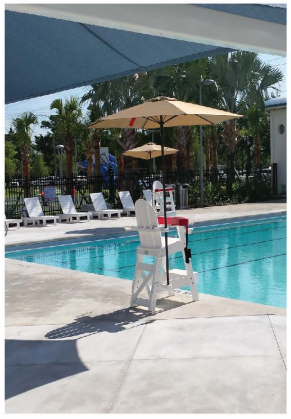
Lake Worth, FL













NOTABLE PARTNERS

BROOKS + SCARPA

CONTIN ARCHITECTURE + DESIGN

PL

STUART ARCHITECTURE

Song + Associates, Inc. Architecture • Planning • Interior Design

Professional Bank

PGAL

invesis investors and experts in sustainable infrastructure

COLLECTIVE EMPOWERMENT GROUP, Inc. of SOUTH FLORIDA

NOTABLE CLIENTS

THE SCHOOL DISTRICT PALM BEACH COUNTY

Palm Beach INTERNATIONAL AIRPORT

SEMINOLE TRIBE OF FLORIDA Tribal Council IN GOD WE TRUST

WELLSPRING community

PALM BEACH COUNTY FLORIDA

HEALTHTRUST Workforce Solutions | HCA Healthcare

Hallandale Beach

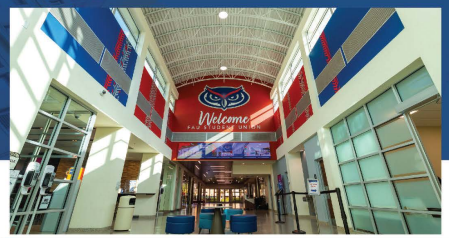
Hallandale Beach COMMUNITY REDEVELOPMENT AGENCY

FLORIDA ATLANTIC UNIVERSITY EST. 1961

Integral

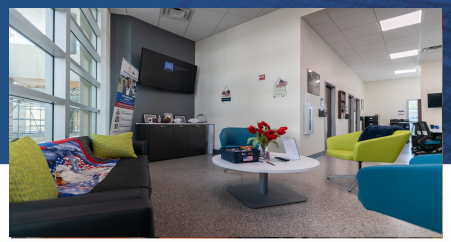
STEELHOMES MODULAR

OUR PROJECTS



Florida Atlantic University Student Union

Boca Raton, FL



FAU Veterans Affairs Office Renovations

Boca Raton, FL



Brooks + Scarpa South Florida Studio

Fort Lauderdale, FL



Health Trust Workforce Solutions Lobby Renovations

Sunrise, FL,



Wellington Library

Lorem ipsum dolor sit amet, consectetuer adipiscing elit, sed



Lantana Library

Lorem ipsum dolor sit amet, consectetuer adipiscing elit, sed



Sugar Sand Park

Boca Raton, FL



Joseph Scavo Park

Hallandale Beach, FL



Prince Field Park

Miami Springs, FL



B.F. James Park

Hallandale Beach, FL



South City Beach Park

Hallandale Beach, FL



West Riviera Beach Elementary School (2024)

Riviera Beach, FL



The Florida Highwayman Museum

Fort Pierce, FL (In-progress)



Wellspring Health Medical Center

Miami, FL (2024)



Miami Beach Police HQ Renovations

Miami Beach,FL (In progress)



The Historic Barclay Apartments

Miami,Beach, FL (In Progress)



Hallandale Beach Affordable Housing Development

Hallandale Beach, FL (In-Progress)



PBC Water Treatment Plant No. 2 Renovations

Boynton Beach, FL (In-progress)



Ahfachkee Lower School, and Gym

Clewiston, FL



Exotic Optical Eyewear

Fort Lauderdale, FL



PBIA Fire-Rescue Station #81 Renovations

Palm Beach, FL

EVALUATION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - 1620 AVENUE E
RFP NO. 2024-012

CRITERIA		RESPONDENTS	
		Sunrise City Concrete Svc., Inc. Ft. Pierce, FL	**Journey Equity Partners, LLC.** Ft. Lauderdale, FL
DEVELOPMENT PLAN - MAX 20			
Preliminary bulding plans including elevations, floor plans, facades landscaping plan	20		
Sketches of plans to be developed	15		
Detailed description with no drawings	5		
TIMELINE TO COMPLETE CONSTRUCTION - MAX 20			
Within one year	20		
Between 1 to 2 years	15		
More than 2 years but less than 3 years	5		
PROOF OF FINANCIAL ABILITY - MAX 15			
Letter from Financial institution, proof of financial ability to purchase lot & construct			
CONSTRUCTION COST ESTIMATES - MAX 10			
Detailed cost estimate from licensed contractor	10		
Proposer estimated cost with no 3rd party backup	5		
PROPERTY UTILIZATION - RESIDENTIAL USE - MAX 20			
Owner Occupied	20		
Develop for Resale	15		
Neighboring property owner	10		
Develop as Rental Property	5		
NARRATIVE/SUMARY OF DEVELOPMENT - MAX 15			
TOTAL		0	0

RFP 2024-012
DISPOSITION OF CITY SURPLUS
PROPERTY – 1620 AVENUE E
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	72.5	95	**344.5**
Journey Equity Partners, LLC	85	84	65	77	311

CRITERIA	Points
Development Plan	**20**
Timeline to Complete Construction	**20**
Proof of Financial Ability	**15**
Construction Cost Estimates	**10**
Property Utilization - Residential Use	**20**
Narrative/Summary of Development	**15**

THE SUNRISE CITY

FORT PIERCE

Florida

DISPOSITION OF SURPLUS PROPERTY
1620 AVENUE E

EVALUATION CRITERIA

- Development Plan (20 points)
- Timeline (20 points)
- Construction Cost Estimates (10 points)
- Proof of Financial Ability (15 points)
- Property Utilization (20 points)
- Summary of Development (15 points)





1620 AVENUE E

EVALUATION RESULTS

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	72.5	95	**344.5**
Journey Equity Partners, LLC	85	84	65	77	311

SUNRISE CITY CONCRETE SERVICES INC.



Purchase Price
$3K

3BR/2Bath
Single Family
Home

Construction
Cost Estimates
$185K

Complete
Construction
within 7
months of
closing

RECOMMENDATION



AWARD RFP 2024-012 TO THE HIGHEST RANKED RESPONDENT, SUNRISE CITY CONCRETE SERVICES, LLC., AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS FOR THE SALE OF THE PROPERTY.



QUESTIONS

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

Meeting Date: 02/05/2024

Re: RFP 2024-011 - Disposal of Surplus Property – 1204 Avenue E

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Award RFP 2024-011 for Disposal of Surplus Property, 1204 Avenue E, to the highest ranked responsive bidder, Telco Investments, LLC., and authorize staff to enter into negotiations for the sale of the property.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 1204 Avenue E, identified by Parcel ID: 2404-823-0007-050-7, with a legal description of: WALLACE`S S/D E 86 FT OF LOT 8-LESS N 150 FT AND LESS S 5 FT- (OR 4080-2366). The property was declared surplus by the Fort Pierce City Commission on January 19, 2021, via Resolution 21-R10. Request for Proposal (RFP) number 2024-011 was issued on October 27, 2023. The invitation was sent to 455 vendors. Ten (10) vendors requested specifications with three (3) responding.

City staff evaluated the responses cumulatively as follows:

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Progression Properties, LLC	70	41	70	65	246
Vincent Marcellino	72	65	82.5	85	304.5
Telco Investments, LLC	87	67	80	85	**319**

In accordance with the Fort Pierce Code of Ordinances, Section 101-23 (4), the Planning Board reviewed the request and forwarded a recommendation to the City Commission for approval of the sale of real property located 1204 Avenue E, identified by Parcel ID: 2404-823-0007-050-7, with a legal description of: WALLACE`S S/D E 86 FT OF LOT 8-LESS N 150 FT AND LESS S 5 FT- (OR 4080-2366) to Telco Investments, LLC.

RECOMMENDATION:

Award RFP 2024-011 for Disposal of Surplus Property, 1204 Avenue E, to the highest ranked responsive bidder, Telco Investments, LLC., and authorize staff to enter into negotiations for the sale of the property.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager
Purchasing Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: 25,000
OTHER INFORMATION:
Purchase price $25,000

Attachments

RFP No. 2024-2011 Bid Document
Progression Properties, LLC Submittal
Vincent Marcellino Submittal
Telco Investments LLC Submittal
Evaluation Matrix
Cumulative Evaluation Results
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/24/2024 03:27 PM
City Manager	Nick Mimms	01/24/2024 03:27 PM
Form Started By: Miriam Garcia		Started On: 01/18/2024 05:18 PM
Final Approval Date: 01/24/2024		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-011**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1204 AVENUE E**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **2:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X_____ _____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms:**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCITONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at

the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the

City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by

individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **2:00PM, Monday, November 13, 2023**.

2. SUBMISSIONS OF PROPOSALS

Electronic format only.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 2:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Manager:

TO
Miriam Garcia
Redevelopment Specialist
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
mgarcia@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.
Are as follows:

SECTION III

STATEMENT OF WORK

1. OBJECTIVE

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Request for Proposals (RFP).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the "Properties") owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the "FPRA"):

- **1204 Avenue E**

2. GENERAL PROPERTY CONDITIONS

The subject property is listed as follows:

1204 Avenue E – Parcel ID# 2404-823-0007-050-7

The subject property is located at 1204 Avenue E in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.29 acres or 12,470 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants and beaches.

The St. Lucie County Property Appraiser property detail for 2404-823-0007-050-7 is included as Exhibit "A".

The property is zoned Medium Density Residential R-4.

3.

TERMS AND CONDITIONS

Sale of this property will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Proposer will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

4. **MANDATORY DEPOSIT**

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel, or reissue the solicitation.

The security deposit will be returned if the proposal is not accepted by the governing body within ninety (90) days. Should the proposal be accepted, the deposit will be applied to the purchase cost.

5. PROPOSAL SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following three (3) tabs:

TAB 1: PROPOSER SUMMARY

1. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In addition, developers and/or contractors shall provide images of previous work. OR
2. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
3. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

TAB 2: DEVELOPMENT PLAN

1. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
2. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
3. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
4. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?
5. Required Forms
    a. Request for Proposer Acknowledgement Page
    b. Offer to Purchase/Bid Response Form

6. SELECTION PROCESS/EVALUATION CRITERIA

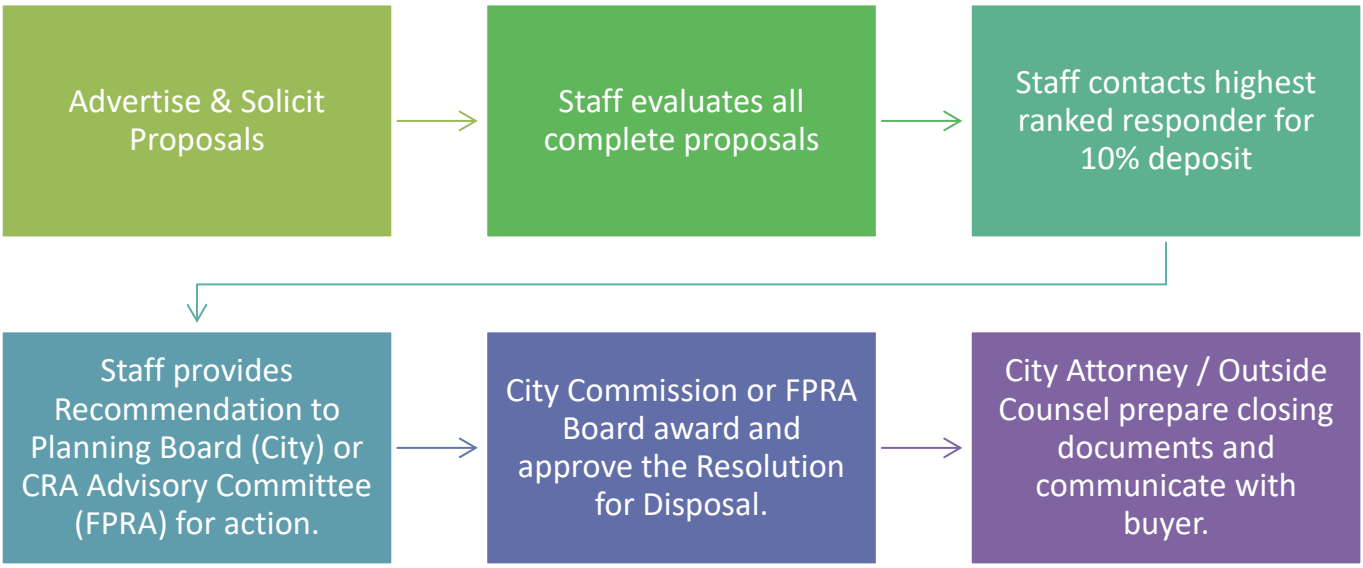
The City of Fort Pierce shall select the best responsive proposer/proposal based upon the evaluation criteria, see below.

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	**Possible Points**
Development Plan	**MAX 20**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)	**MAX 15**
Property Utilization - Developed for Residential Use	**MAX 20**
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

7. AWARD PROCESS



CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-011

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): _____

Address: _____

Day time Phone Number: _____ Mobile Number: _____

Email: _____

INTENDED USE:
I/we propose to use the property for:

_____

_____

_____

Will this property be your prime residence? _____ Yes _____ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

_____
_____
_____
_____
_____
_____
_____(Attach pages as needed)

Total value of all proposed improvements to the property: $_____

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $_____ for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_____Yes	___No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_____Yes	___No	**Timeline to complete construction project**
_____Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_____Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_____Yes	___No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_____Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____

Bidder of Authorized Representative

_____

Typed Name

_____

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?		
Is the proof of Financial Ability/Letter from financial institution included?		
Does the Development Plan included:		
Preliminary building plans included		
Timeline to complete the construction project		
Construction cost estimates included		
Landscaping plans		
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?		
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBIT “A”

Property Information Card

1204 Avenue E
2404-823-0007-050-7



The subject property is located at 1204 Avenue E in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.29 acres or 12,470 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants and beaches.

PARCEL ID:

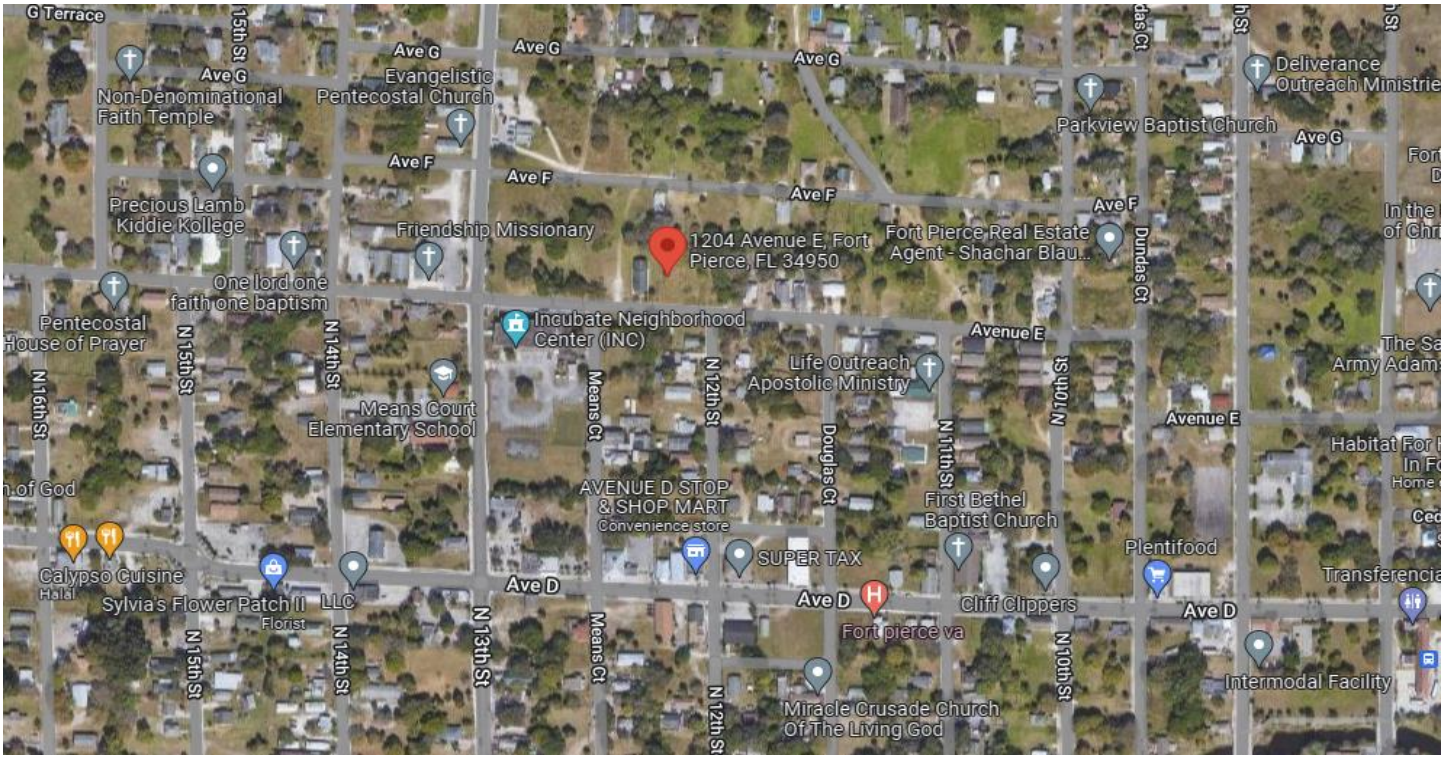
2404-823-0007-050-7

LOT SIZE:

0.29 ac or 12,470 sf

ZONING:

R3 – Medium Density Residential


G Terrace
15th St
Ave G
Non-Denominational Faith Temple
Evangelistic Pentecostal Church
Deliverance Outreach Ministrie
Parkview Baptist Church
Ave F
Precious Lamb Kiddie Kollege
Friendship Missionary
1204 Avenue E, Fort Pierce, FL 34950
Fort Pierce Real Estate Agent - Shachar Blau...
Dundas Ct
One lord one faith one baptism
Pentecostal House of Prayer
Incubate Neighborhood Center (INC)
Avenue E
N 16th St
N 15th St
N 14th St
Means Court Elementary School
Means Ct
N 12th St
Life Outreach Apostolic Ministry
N 10th St
N 11th St
Douglas Ct
AVENUE D STOP & SHOP MART
Convenience store
First Bethel Baptist Church
SUPER TAX
Plentifood
Calypso Cuisine
Halal
Sylvia's Flower Patch II
Florist
LLC
Ave D
Cliff Clippers
Fort pierce va
N 13th St
Intermodal Facility
Miracle Crusade Church Of The Living God


Avenue G
N 10th St
N 12th St
Avenue F
N 14th St
Avenue E
N 13th St
Means Ct
N 12th St
Douglas Ct
N 11th St

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	RFP No: 2024-011
Mandatory Site-Visit: N/A	RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1204 AVENUE E
Mandatory Site-Visit Location: N/A	Proposal/Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time 2:00PM, MONDAY, NOVEMBER 13, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Progression Properties LLC Mailing Address: 2415 Lake Ibis Lane SW	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Vero Beach, FL 32962	Typed or Printed Name: Pamela C Wright
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Managing Partner
Incorporated in the State of: Nevada Year: 2016	Delivery in _____ days, After Receipt Order
Phone Number: 407-257-1678	Payment Terms:
Fax Number: 772-257-6908	FEIN or SS Number: 81-4752136
E-Mail Address: progressionproperties llc@gmail.com	Local Business: ✓Y ___N MWBE: ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-011

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): Progression Properties LLC

Address: 2415 Lake Ibis Lane sw Vero Beach FL

Day time Phone Number: 407-257-1678 Mobile Number: 407-257-1678

Email: Progressionproperties llc @ gmail. com

INTENDED USE:
I/we propose to use the property for:

New Construction Single-Family Residence

Will this property be your prime residence? _____ Yes ___✓___ No

If not above, what do you intend to develop the property for : _____ Rental ___✓___ Resale _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

New construction of single-family residence. See details in cover letter.

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 165,000

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $ 5,500- for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

✓ Yes ___ No **Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.

✓ Yes ___ No **Timeline to complete construction project**

✓ Yes ___ No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.

✓ Yes ___ No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

✓ Yes ___ No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

✓ Yes ___ No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Bidder of Authorized Representative

Pamela C. Wright

Typed Name

11/12/2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is the Proposer Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Does the Development Plan included:		
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization	✓	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	✓	
Proposal envelope is marked accordingly	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL: P.L. Cuppett

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 1204 AVENUE E
RFP NO. 2024-011

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pamela C. Wright
Typed or Printed

Company Name: Progression Properties LLC

Address: 2415 Lake Ibis Lane SW
Vero Beach, FL 32962

Date: 11/12/2023

/lh

Attachment: **Sample Surplus Property Sale Agreement**

Progression Properties, LLC

Progressive Real Estate Development Co.

2415 Lake Ibis Lane sw, Vero Beach, FL 32962

Phone: 407-257-1678; Fax: 772-257-6908

Email: progressionpropertiesllc@gmail.com

www.progressionproperties.net

11/12/2023

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 34950

Dear Selection Committee,

I am pleased to present this proposal for the purchase of the property located at 1204 Avenue E, Parcel Identification 2404-823-0007-050-7 Fort Pierce, Florida. I am very familiar with the location of this property and the intimately knowledgeable of the City's proposed revitalization plans for the Lincoln Park community. I believe the proposed development plans presented in this offer for purchase further the mission of the City's revitalization vision for Lincoln Park and addresses the need of the community for affordable housing.

I am a veteran, woman owned minority business since 2016. I am uniquely in tune with the cultural and heritage of Lincoln Park and view the development and workable housing infill through the lens of the community. The current entry-level housing market is in need of single-family homes that will complement the existing infrastructure, in line with future growth and development for the surrounding area while increasing property values.

The current trend in building materials and supplies has increased on average some 60% since the onset of the pandemic. The increase in prices are a direct result of the pandemic and the trend in higher costs for materials has remained steady over the past 24 months. This trend has created a financial bubble for builders, contractors, suppliers and transport companies and the cost of business is passed on to the end consumer. It is predicted that by the end of the year, supply will catch up with the market and costs will decrease to pricing that will make building less expensive. This will be timely for our project as permits will be obtained and land clearing will take place.

Our team is excited about the opportunity to build single-family residential homes for working families to make memories and support the local economy at the same time.

I look forward to presenting our vision to your committee.

Sincerely,

Pamela E. Carithers
Managing Partner

Intended Use of Property

The intended use of the subject property is to construct a single family 3-bedroom 2-bath one car garage with two parking spaces. The proposed construction will be consistent with the existing single-family residential building codes. It is our goal to provide access to entry-level homes that are workable and affordable to the community while maintaining the historical integrity of the area. This intended use of the property will improve the availability of affordable housing and home ownership. The intended use will create equity in the neighborhood and support various uses associated with the neighboring redevelopment plan of the City of Fort Pierce.

Minority Participation and Outreach Plan

Progression Properties is owned and operated by a Veteran, Woman Owned, African American Minority Business Enterprise located in Vero Beach, Florida. Our policy is to make a concerted effort to contract with minority and women owned businesses in Fort Pierce and St. Lucie County. The local projects have been contracted with the same General Contractor, which is a minority; the Electrical, Plumbing, A/C subcontractors are all minorities; and the crews consists of members of the minority group. This team is the same team that moves from one house to the next for all local projects. This model ensures a consistent, professional work product and contributes to the local economy. Our outreach program is to continue to contract with minority vendors in the Fort Pierce and St. Lucie County area in every phase of the project. This approach bridges the generational investment in the local workforce and levels the playing field in the contracts awarded to minority/women owned business enterprises (M/WBE).

Proposed Commitment Date

The proposed commencing date is within six months after the sale of the property to develop a full set of plans and apply for permits. Upon approval of permits, we will break ground and commence to land clearing and building the single-family home. Anticipated project completion 18-24 months.

Value of Improvements:

Total cost of construction is $153,600.00. ***See attached as attachment A.***
This figure is based on contractor grade materials and supplies and estimated labor at a rate of $120.00 per square foot for a 1200 square foot single family home. Landscape improvements will be living trees, and shrubs planted for purposes of enhancing the aesthetic value of the property.

Proof of Financial Ability

Bader's Financial Center, 359 Lanternback Island Drive, Satellite Beach, FL has provided a proof of funds by an approval letter. ***See attached as attachment B.***

Summary of Experience:

Developer/Investor

Progression Properties LLC, is a real estate investment firm specializing in the acquisition of properties both residential and commercial at a discount since 2016. Pamela Carithers, managing partner, holds an MBA in Marketing and a B.S. in Computer Information Systems. She has more than 25 years of corporate; architectural, engineering and construction; nonprofit and real estate investing experience.

Progression Properties portfolio of properties includes four renovated properties that were sold to the open market, two properties in the middle of renovations; and two new construction build breaking ground. Of the remaining properties, one is a multi-family triplex and the other is a single-family residence. Progression Properties has redeveloped four properties in Fort Pierce, one multi-family and three single family residences. The property in Boynton Beach will be sold upon completion of renovations.

Contractor

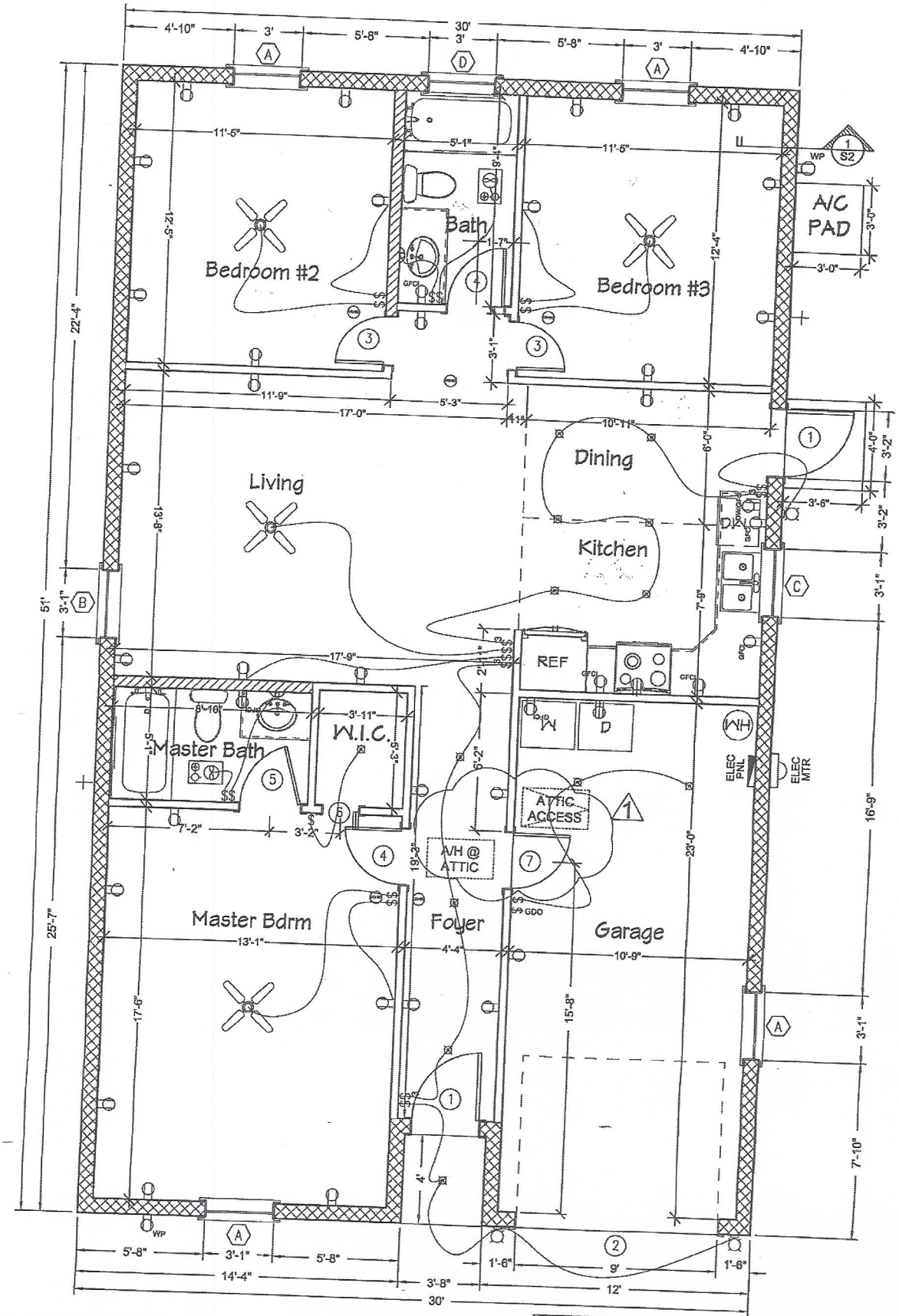
Andros Construction and Andros Roofing, is a general contractor and roofing contractor with more than 18 years of experience in the construction. Andros Construction specializes in commercial and residential roofing and foundations. The company started in 2000. And while they perform all types of building structural projects, they specialize in both roofing and foundations, projects requiring all phases of low-slope roofing, architectural sheet metal, and specialized steep slope applications. They offer help, education and advise to their customers when their customers are making decisions about material and specification choices.

They have 18 years of experience in the roofing industry and 20 years of experience in foundation work. They have a team of hard-working professionals who bring skill and "attention to detail," to every project. In 2018, they opened up our larger office on Frist Blvd in Fort Pierce to meet the rising demand for qualified roofers in this area. There sales have increased each year in business, and have completed projects of all sizes.

Andros construction has established a reputation as one of St. Lucie County's leading roofing contractors. We strive to consistently deliver high-end results at an affordable price. Our customers trust us to protect their families and investments with quality craftsmanship, and courteous, reliable service. A copy of the license and liability insurance is included as ***Attachment C.***

ATTACHMENTS

ATTACHMENT A
VALUE OF IMPROVEMENTS/COSTS



FLOOR PLAN

SCALE: 1/4" = 1'-0"

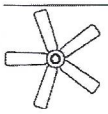
EXTERIOR 8" CMU WALLS

INTERIOR 6" FRAME WALLS

INTERIOR 4" FRAME WALLS

NOTE: AIR HANDLER MUST HAVE A SECONDARY DRAIN PAN WITH AN AUTOMATIC SHUTOFF FOR OVERFLOW.

ELECTRICAL LEGEND



CEILING FAN
W/ LIGHT FIXTURE

CEILING MOUNTED
RECESSED LIGHT

WALL MOUNTED SCONCE



CEILING MOUNTED
EXHAUST FAN/LIGHT COMBO

LIGHT SWITCH

3-WAY LIGHT SWITCH

GDO
GARAGE DOOR OPENER SWITCH

ELEC PNL
ELECTRICAL PANEL

ELECTRICAL METER

HOSE BIB

WIRE INDICATION

110 V. RECEPTACLE

SWITCHED RECEPTACLE

GFI
GROUND FAULT
INTERRUPTER RECEPTACLE

WP
WEATHER PROOF/GFI
RECEPTACLE

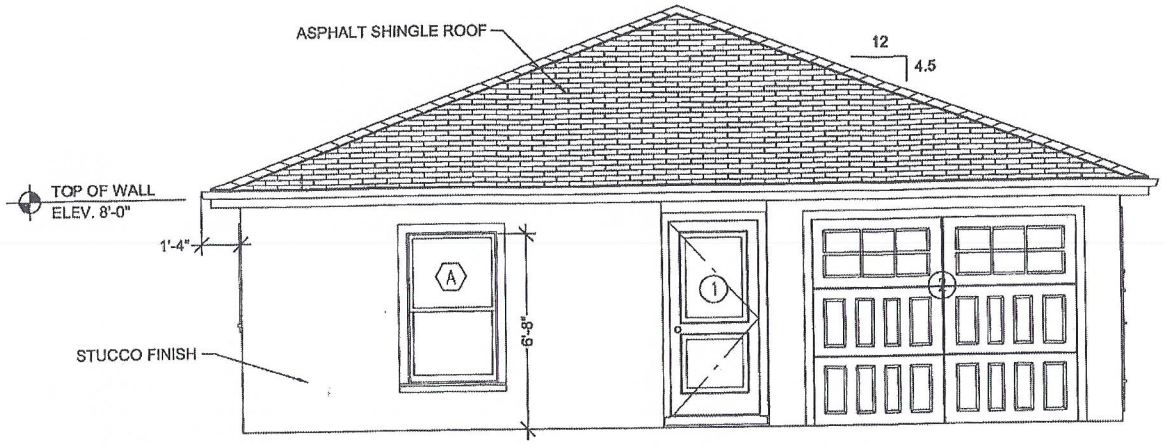
COMBO CARBON MONOXIDE
/SMOKE DETECTOR

1.5 IN MIN SIZE CONDUIT
2/0 CU UNDERGROUND CONDUCTOR
4 CU NEUTRAL (MIN)

GROUNDING ELECTRODE SHALL COMPLY W/ NEC 250-66.12
CONDUCTOR TO BE #4 COPPEI
5/8" X 10' CU. CLAD GROUND RO

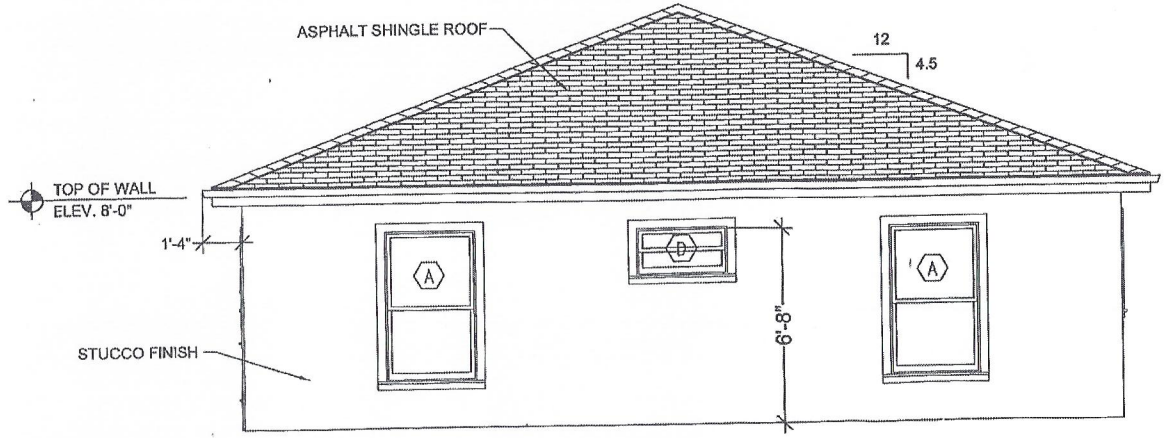
GROUND TO WATER PIPE & BUILDING STE

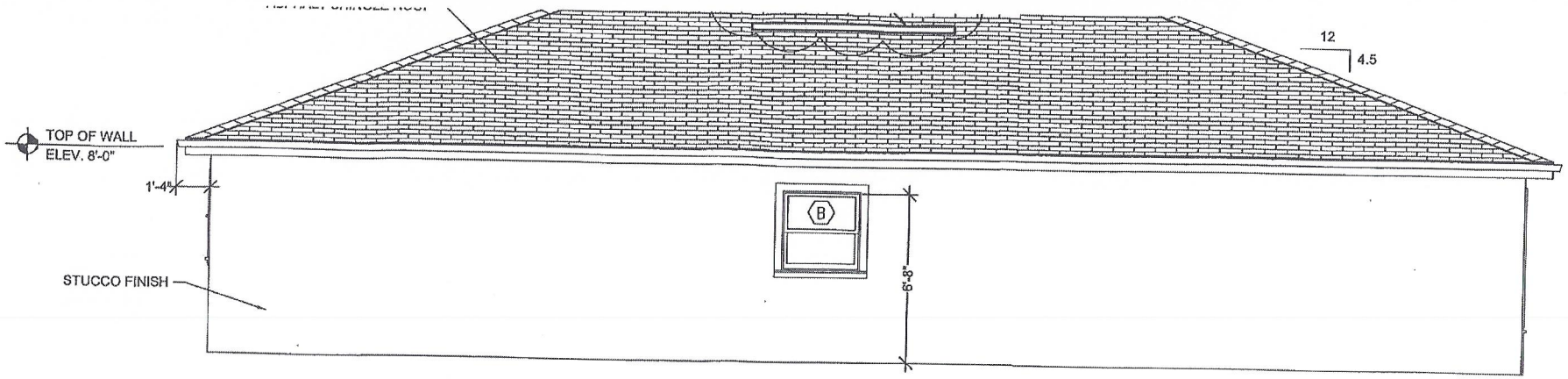
E



FRONT ELEVATION

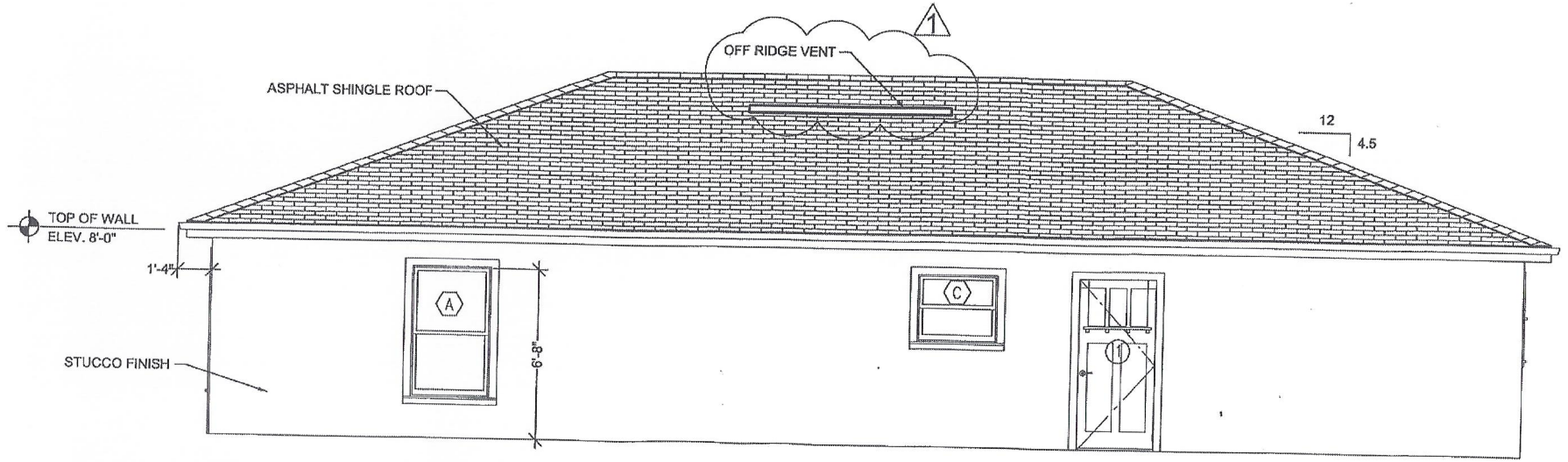
SCALE: 1/4" = 1'-0"





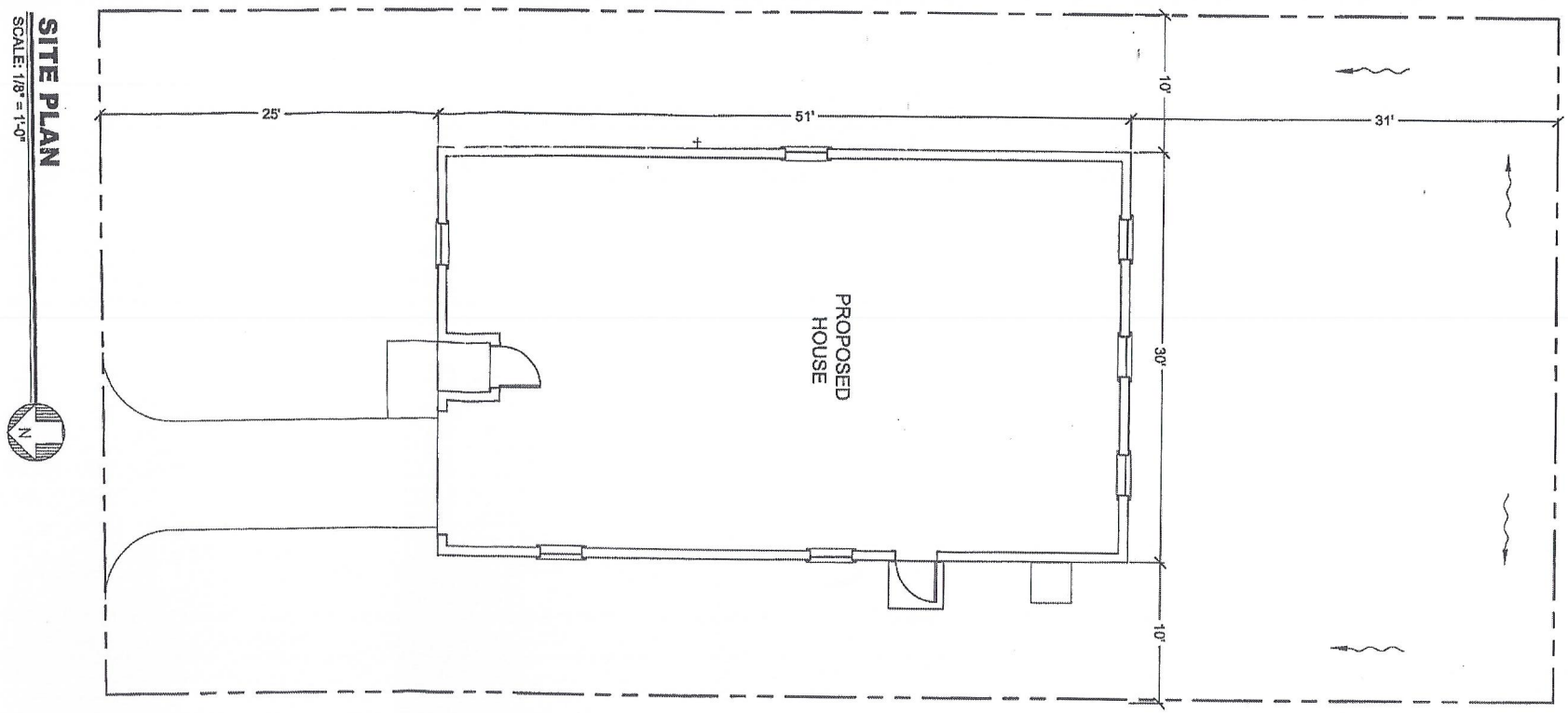
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



ELEVATIONS

MBV
ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728

1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617

MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

JOB NO.	19-0007
DESIGNED	CJW
DRAWN	AER
DATE	DEC 2018
CHECKED	RV
DATE ISSUED	12-20-2018
SCALE	AS NOTED

△	REVISIONS	DATE
1	PER BLDG DEPT.	09-17-18
2		
3		
4		
5		
6		
7		

ATTACHMENT B
PROOF OF FINANCIAL ABILITY

BADER'S FINANCIAL CENTER INC.

359 Lanternback Island Drive, Satellite Beach, Fl. 32937
305-310-1018 baderfinancial@gmail.com

November 10, 2023

Buyer: 1204 Avenue E Land Trust, Common Wealth Trust Services, LLC, Andrea Hosch, Esq. as Trustee and Progression Properties, Beneficiary
(Andrea Hosch, Esq. (407) 755-1010, 122 E. Lake Avenue, Longwood FL 32750)

Subject: $ 5,500.00 and The Purchase of:

Property: 1204 Avenue E, Fort Pierce, Fl. 34950

Legal description: Parcel ID # 2404-823-0007-050-7 Legal Description: WALLACE'S S/D E 86 FT OF LOT 8-LESS N 150 FT AND LESS S 5 FT- (OR 4080-2366)

Seller: Fort Pierce Redevelopment Agency 100 N. US Highway 1, Ft. Pierce, Fl. 34950

To Whom It May Concern: (City of Fort Pierce – 100 N. US Hwy 1, Ft. Pierce, Fl.31950,

This is to confirm the above borrower has been pre-qualified and approved by our Private Lending Company for a First Mortgage in an amount sufficient to purchase the above-mentioned property.

This letter is issued on their behalf, after thorough analyses of their credit, income, savings and the required cash to close.

We have also received all documents as requested and in a timely manner.

Please feel free to call me if you have any questions whatsoever.

Yours truly,

Omer S. Bader *(Signature on file as of 11/10/2023)*

President NMLS 393590

Bader's Financial Center Inc.

ATTACHMENT C
PHOTOS OF PAST PROJECTS (PROGRESSION PROPERTIES)

1908 Avenue G, Fort Pierce

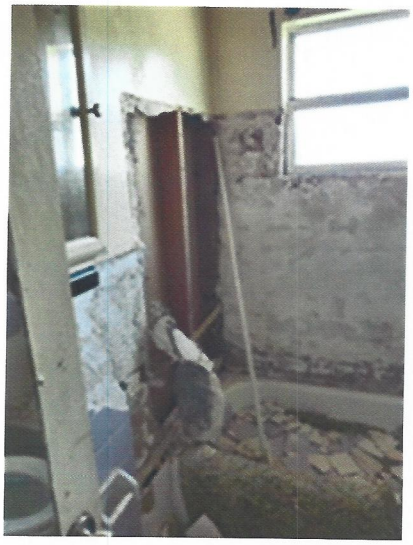
Before and After Pics













1902 N. 16th Street, Fort Pierce

Before and After









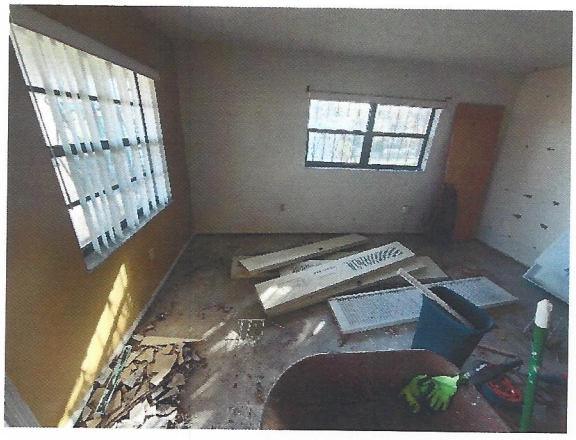




2903 Avenue R, Fort Pierce













ATTACHMENT D
CONTRACTORS LICENSE & INSURANCE

Licensee Details

Licensee Information

Name:	CONSTANT, LLOYD MITCHELL (Primary Name) ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)
Main Address:	2706 ATLANTIC AVE FORT PIERCE Florida 34947
County:	ST. LUCIE
License Mailing:	2706 ATLANTIC AV FORT PIERCE FL 34947
County:	ST. LUCIE
LicenseLocation:	

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1516095
Status:	Current,Active
Licensure Date:	09/08/2008
Expires:	08/31/2022

Special Qualifications	Qualification Effective
Construction Business	09/08/2008

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee Details

Licensee Information

Name:	**CONSTANT, LLOYD MITCHELL (Primary Name)** **ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified Roofing Contractor**
Rank:	**Cert Roofing**
License Number:	**CCC1327225**
Status:	**Current,Active**
Licensure Date:	**03/28/2006**
Expires:	**08/31/2022**

Special Qualifications	Qualification Effective
Construction Business	**03/28/2006**

Alternate Names

View Related License Information

View License Complaint

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Licensee Details

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**ANDROS ROOFING*CONSTRUCTION LLC (Primary Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Construction Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**03/28/2006**
Expires:	

Special Qualifications — **Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2020

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

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

PRODUCER

IMPACT INSURANCE SERVICES LLC
18064 SW 33 Court
Miramar, FL 33029

CONTACT NAME: PAULETTE BROWN
PHONE (A/C, No, Ext): (954)885-3884 FAX (A/C, No): (954)885-3885
E-MAIL ADDRESS: impactserv@msn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAUTILUS INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ANDROS ROOFING CONSTRUCTION LLC
2706 ATLANTIC AVENUE
FORT PIERCE, FL 34947

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NN1181292	10/10/2020	10/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

GENERAL CONTRACTOR - ROOFING CONSTRUCTION

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
BUILDING DEPT
121 SW PORT ST LUCIE BLVD.
BUILDING B
PORT ST LUCIE, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paulette Brown

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ATTACHMENT E
PROJECT SCHEDULE/TIMELINE

Project Timeline
Progression Properties LLC

Start Week	1-Jul-24

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Starting	1-Jul	24-Jul	10-Sep	5-Nov	12-Nov	12-Jan	15-Jan		6-Feb	24-Feb	15-Mar	25-Mar	30-Mar	1-Apr	20-Apr	1-May	15-May	28-May	Jun	July	
Phase One	Meeting with Contractor Team																				
		Meet with Design Team																			
			Develop New Contruction Drawings																		
				Submit Permit for Clearing Land																	
					Submit Permit Application																
Phase Two						Sign Subcontractor Agreements															
							Plans Review w/Planning & Building Dept														
							Present Plans to CRA Advisory Board														
									Present Design Plans to City Commission												
										Clearing land and grounds for site											
										Lay Foundation											
										Complete Rough Framing											
										Complete Rough Plumbing, Electrical, HVAC											
Phase Three											Install Insulation										
												Complete Drywall and Interior Fixtures									
													Start Exterior Finishes								
													Finish Interior Trim, Install Exterior Walkway								
														Install Hard Surface Flooring, Countertops							
														Complete Exteropr Grading							
														Finish Mechanical Trims, Install Bathroom Fixtures							
Phase Four																Install Mirrors, Shower Doors, Finish Flooring					
																	Exterior Landscaping				
																	Final Walk-Through				
																		Prsentation To City			

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	RFP No: 2024-011
Mandatory Site-Visit: N/A	RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1204 AVENUE E
Mandatory Site-Visit Location: N/A	Proposal/Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time 2:00PM, MONDAY, NOVEMBER 13, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Vincent Marcellino Mailing Address: 8015 Plantation Lakes Dr	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Port St. Lucie, FL 34986	Typed or Printed Name: Vincent Marcellino
Type of Entity (Select one): Corporation _____ Partnership N/A _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in 2 days, After Receipt Order
Phone Number: 954-914-5090	Payment Terms: Cash
Fax Number:	FEIN or SS Number:
E-Mail Address: Horizon-palms@hotmail.com	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-011

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): Vincent Marcellino

Address: 8015 Plantation Lakes Drive Port St. Lucie , FL 34986

Day time Phone Number: 954-914-5090 Mobile Number: 954-914-5090

Email: Horizon-palms@hotmail.com

INTENDED USE:
I/we propose to use the property for:

Purpose use for the above referenced property is a ground up new construction spacious two bedroom/two bath duplex with Lush landscaping

Will this property be your prime residence? _____ Yes __x__ No

If not above, what do you intend to develop the property for : __x__ Rental _____ Resale _____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

Proposed development for the above referenced site is a new construction spacious two bedroom/ 2 bath duplex with lush Landscaping

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 520,000.00

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $ 21,000.00 for the property.

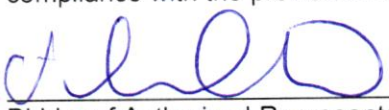
REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_X_ Yes ___ No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_X_ Yes ___ No	**Timeline to complete construction project**
_X_ Yes ___ No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_X_ Yes ___ No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_X_ Yes ___ No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_X_ Yes ___ No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.



Bidder of Authorized Representative

Vincent Marcellino

Typed Name

11/08/2023

Date

SYNOVUS
the bank of here

Customer Information Sheet

Customer Name	VINCENT MARCELLINO III				
Email	HORIZON-PALMS@HOTMAIL.COM				
Address	8015 PLANTATION LAKES DR				
City	PORT SAINT LUCIE	**State**	FL	**Zip**	34986-0000
Customer Since	07/26/2013				

The Account Information Displayed Below Was Current As Of: 11/10/2023

Related Accounts

Product	Account Number	Relationship	Balance	Maturity Date	Interest Rate
Checking and Now Accounts					
Inspire Checking	[redacted]	Sole Owner	$ 2,005.88	N/A	0.050%
Savings and Money Markets					
Personal Savings	[redacted]	Joint	$ 1,598.75	N/A	0.150%
Signature Personal Savings	[redacted]	Sole Owner	$ 983.98	N/A	0.005%
Time Deposit CDs and IRAs					
CD 1 Year	[redacted]	Sole Owner	$ 26,363.59	02/17/2024	4.495%
CD 1 Year	[redacted]	Sole Owner	$ 247,259.79	03/17/2024	4.495%
CD 1 Year	[redacted]	Sole Owner	$ 38,063.94	02/17/2024	4.495%
CD 1 Year	[redacted]	Sole Owner	$ 166,488.26	03/17/2024	4.495%
CD 1 Year	[redacted]	Sole Owner	$ 248,451.58	02/17/2024	4.495%
Other Relationships					
Platinum Rewards	4764250009939504	CC Related	N/A	N/A	N/A
Household	2001300007489280	HH Related	N/A	N/A	N/A

All account balances listed are accurate as of the reporting date. The reporting date may vary by account types.
If you have questions about your account or any of the services we offer, please call me.

Sincerely,
Costa,Jeannie
Fort Pierce
1-800-334-9007

Member FDIC

SYNOVUS®

11/10/2023

Fort Pierce
2500 Virginia Ave
Fort Pierce, FL 34981

Vincent Marcellino

8015 Plantation Lakes Dr

Port Saint Lucie, FL 34986

To Whom It May Concern:

I, Juan Osejo, Universal Banker, am writing this reference letter for Vincent Marcellino, who is a trustworthy client. He has maintained a banking relation with Synovus Bank since 2013 and has a clear record of banking terms and relations.

With this letter, I confirm that all transaction made by Vincent Marcellino is up to our satisfaction and he has been a loyal customer of our bank since the time of his joining.

If you require any further information or have any additional questions, please do not hesitate to contact me at your convenience. You can reach me at 772-398-1388.

Sincerely,

Juan Osejo

Universal Banker

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Does the Development Plan included:		
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization	✓	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	✓	
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 1204 AVENUE E
RFP NO. 2024-011

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Vincent Marcellino
Typed or Printed

Company Name: N/A

Address: 8015 Plantation Lakes Dr

Port St. Lucie, FL 34986

Date: 11/08/2023

/lh

Attachment: **Sample Surplus Property Sale Agreement**

From Desk of Vincent Marcellino

November 08,,2023

Summary

I Vincent Marcellino, have been a real estate investor for more than twenty years. During that time, I have bought, rehabbed, and managed a large portfolio of multifamily units in the Miami and Fort Lauderdale area. Since then, I have relocated to the treasure coast and now call St. Lucie County home.

Initially upon moving here I had no knowledge of the opportunity this area affords the natives as wells as an investor like myself. In the 5 plus years I have lived on the treasure coast I have been investing, networking, collaborating, and building a team of the best professionals the City of Fort Pierce has to offer. Now that the team is in place, we can begin the next phase of the Marcellino project.

The next phase of the Marcellino project includes acquiring additional lots as well as building duplex, Triplexes and Fourplexes with the intention of assisting the city and county in decreasing the number of housing units it currently lacks.

Regards,

Vincent Marcellino

CHDO BY SUNRISE CITY, INC.

5115 NORTH DIXIE HIGHWAY
PompanoBeach,Florida 33069
(561)702-6557 Cell
sunrisechdo@gmail.com

Residence:1204 Ave E

Toby T. Philpart -President
License# CRC1332466

Bid Proposal:

Date: November 06, 2023
Estimate: 2023-82
Expiration Date: December 10, 2023

Owner: **Vincent Marcellino**
Address: 1204 Ave E
City/State: Fort Pierce, FL 34950
Project: New Duplex

Scope of Work:

Plans, Architect, Engineer	$12,717.00
Permits	$20,000.00
Site Prep, Clearing, Grading, Demolition	$15,000.00
Foundation/Structural, Concrete, Walls	$20,000.00
Framing, Trusses, Sheathing	$23,000.00
Roof	$15,000.00
Exterior Windows & Doors	$. 8,787.00
Plumbing Rough-In	$18,000.00
Electrical Rough-In	$20,000.00
HVAC Rough-In	$18,000.00
Exterior Finish (Sliding, Veneer, Paint)	$16,000.00
Insulation (Walls & Ceiling)	$ 6,000.00
Interior Walls & Ceiling (Includes wall tile)	$10,000.00
Cabinets/Vanities (Countertops)	$10,000.00
Interior Trim, Doors, Mirrors	$ 9,000.00
Interior Paint	$ 8,000.00

HVAC: Finish (Furnace, condenser)	$ 6,500.00
Floor covering (carpet, vinyl, wood, tile)	$ 8,000.00
Plumbing: Fixture	$ 7,500.00
Electrical: Fixture	$ 5,000.00
Appliances	$10,000.00
Concrete (garage, driveway, walks)	$ 10,000.00
Water/Sewer (includes well, septic and city): Connections Rough-in	$ 8,000.00
Deck/Patio/Pool/Other Exterior Structures	$ 3,000.00
Landscaping	$ 7,000.00
Property Budget	$ 246,497.00
Contractors Fee	$ 24,649.70
Contingency Fee	$ 24,649.70
Total	$ 313,796.40

All proposals are guaranteed to be specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders , and will become an extra charge over and above the proposal. All agreement contingent upon strikes, accidents, or delays beyond our control. This proposal will need to be accepted no later than (5) calendar days after bid submitted or it is void thereafter at the option of the Undersigned.

Authorized Signature:_____ Date:_____

CHDO BY Sunrise City, Inc.

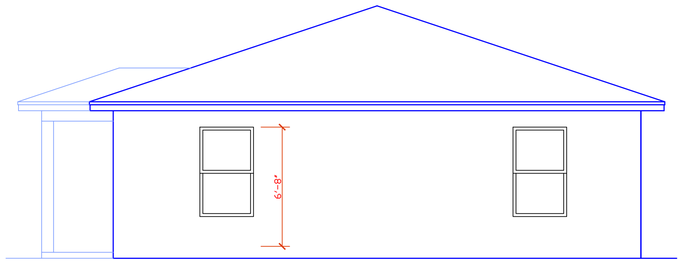
Accepted Signature:_____ Date:_____

Vincent Marcellino

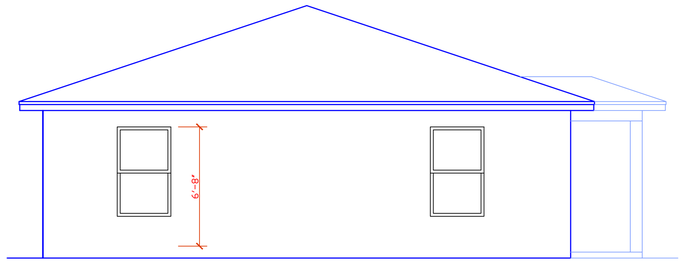
1204 AVE E CONSTRUCTION TIME LINE

PERMITING 3 MONTHS
FROM PERMITTING TO C.O. 6 TO 9 MONTHS

TOTAL ESTIMATED TIMELINE 12 MONTHS



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

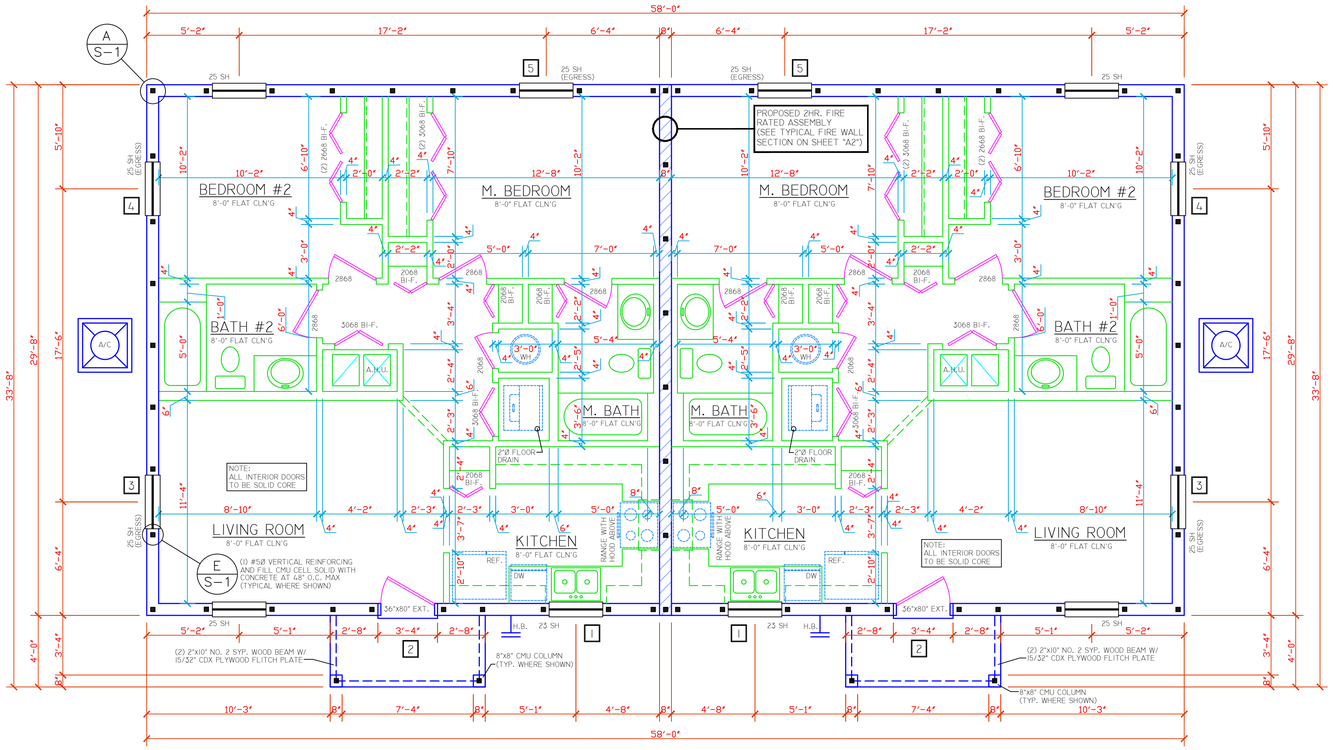
THE MAIN WIND RESISTANCE FOR THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION AND LATEST ADOPTED SUPPLEMENTS TO WITHSTAND THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 170 MILES PER HOUR, EXPOSURE " B" STRUCTURE.

THE COMPONENTS AND CLADDING HAVE BEEN SELECTED AND THEIR USE INCORPORATED INTO THE DESIGN AND SPECIFICATIONS IN ACCORDANCE WITH THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION AND LATEST ADOPTED SUPPLEMENTS TO WITHSTAND THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 170 MILES PER HOUR, EXPOSURE " B" STRUCTURE

1. ULTIMATE WIND SPEED = 170 MILES PER HOUR/NOMINAL WIND SPEED = 132 MILES PER HOUR
2. WIND IMPORTANCE FACTOR = 1 / BUILDING CATEGORY = 2 / ENCLOSED (FULLY)
3. WIND EXPOSURE = EXPOSURE " B"
4. INTERNAL PRESSURE COEFFICIENT: + 0.18 / - 0.18
5. COMPONENTS & CLADDING: + 24.3 PSF / - 32.5 PSF

ALL DOOR AND WINDOW UNITS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS (WHERE APPLICABLE)

THIS STRUCTURE HAS BEEN DESIGNED AS A FULLY ENCLOSED STRUCTURE. THIS STRUCTURE IS LOCATED IN A WIND-BORNE DEBRIS ZONE PER FLORIDA BUILDING CODE. GLAZING PROTECTION (IMPACT GLASS AND/OR HURRICANE SHUTTERS) IS REQUIRED TO BE INSTALLED.



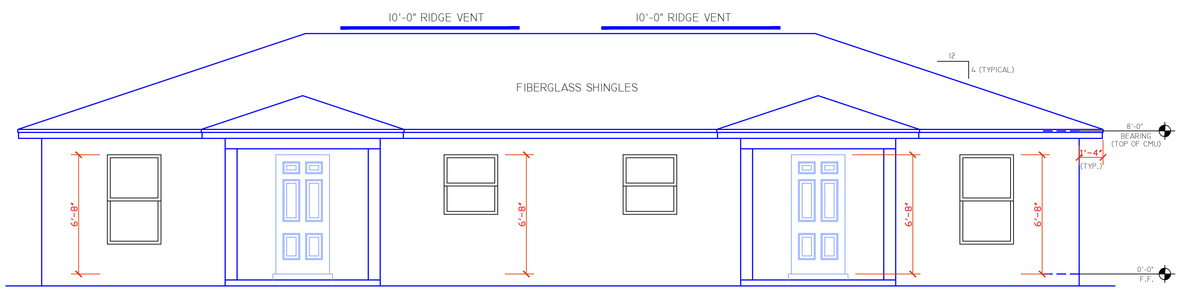
FLOOR PLAN
SCALE: 1/4" = 1'-0"

AREA TABULATION (12-10-20)	
LIVING	860 SQ.FT.
ENTRY	35 SQ.FT.
TOTAL	895 SQ.FT.

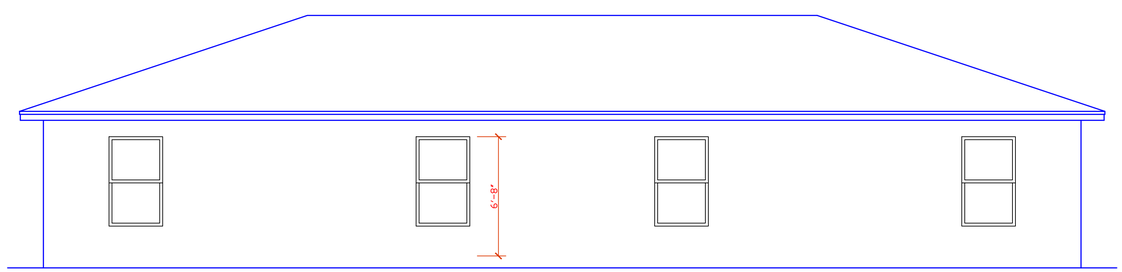
UNIT "102"

UNIT "101"

AREA TABULATION (12-10-20)	
LIVING	860 SQ.FT.
ENTRY	35 SQ.FT.
TOTAL	895 SQ.FT.



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

BUILDING INFORMATION	
Design Wind Speed	Nominal
Wind Velocity (mph)	170
Exposure	B
Internal Pressure	Enclosed
Height above ground (z) -(ft.)	0.0
Standard Wall Height - (ft.)	8.0
Mean Roof Height (h) - (ft.)	15.0
Building Width (ft.)	58.0
Building Length (ft.)	33.7
Roof Slope (x:12)	4.0
Roof Angle (degrees)	18.43
(a) Edge Strip (ft.)	3.37
End Zone (ft.)	6.73

ASCE 7-16

Wall Openings
(all wall openings: windows, doors, shutters, etc.)

Wind Load Program
2001 - 2018 ©

Windloadcalc.com
Your Window to Success

WIND LOAD DESIGN INFORMATION

INFO.	APPLYING WIND LOAD FOR:	ZONE	OPENING ELEVATION (ft.)	WIDTH (ft.)	LENGTH (ft.)	EFFECTIVE WIND AREA (sq.ft.)	Nominal Wind Load Pressures: MAXIMUM POSITIVE PRESSURE (psf)	Nominal Wind Load Pressures: MAXIMUM NEGATIVE PRESSURE (psf)
WALL OPENING INFORMATION	1	4	4	3.2	3.3	10.6	31.1	-33.7
	2	4	4	3.0	6.7	20.0	29.8	-32.4
	3	4	4	3.2	5.2	16.6	30.2	-32.8
	4	4	4	3.2	5.2	16.6	30.2	-32.8

ATTIC VENTILATION CALCULATION UNIT "A" AND "B"

REQUIRED ATTIC VENTILATION IS 1/150 SQ. FT. OF THE TOTAL CEILING SQUARE FOOTAGE. BASED ON AN APPROXIMATE CEILING SQUARE FOOTAGE OF 895 SQ. FT. A TOTAL OF 5.9 SQ. FT. OF ATTIC VENTILATION IS REQUIRED. OWNER/ BUILDER SHALL INSTALL A CONTINUOUS VENT STRIP IN STUCCO SOFFIT PROVIDING 6.8 +/- SQ. FT. OF VENTILATION. OWNER/ BUILDER SHALL ALSO INSTALL 10'-0" OF RIDGE VENTS PROVIDING +/- 1.2 SQ. FT. OF VENTILATION.

TOTAL PROVIDED VENTILATION = 8.0 SQ. FT. EXCEEDS THE REQUIRED 5.9 SQ. FT. OF VENTILATION REQUIRED.

NOTE:
CALCULATIONS FOR CONTINUOUS VENT IS BASED ON A VENT PROVIDING 9 SQ. IN OF VENTILATION PER LINEAR. FT.

NOTE:
CALCULATIONS FOR OFF-RIDGE VENTS IS BASED ON AN OFF-RIDGE VENT PROVIDING .12 SQ. FT. OF VENTILATION PER VENT.

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOLLOWING PLANS COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION AND LATEST ADOPTED SUPPLEMENTS

SHEET INDEX

A1	ELEVATIONS, WINDLOAD DESIGN CRITERIA, ATTIC VENT CALCULATIONS, AND FLOOR PLANS
A2	NOTES, AND WALL SECTIONS
A3	LINTEL SCHEDULE, AND WALL SECTIONS
A4	FOUNDATION PLAN, AND FOOTING DETAILS
A5	TRUSS LAYOUT, CONNECTOR SCHEDULE, REACTION SUMMARY, AND CONNECTOR DETAILS
S1	DETAILS, NOTES, AND ROOF SHEATHING NAILS SCHEDULE
EP1	ELECTRICAL LAYOUT, ELECTRICAL LOAD CALCULATIONS, AND ELECTRICAL RISER DIAGRAM
EP2	PLUMBING RISE DIAGRAMS, WATER SUPPLY DIAGRAMS, AND PLUMBING NOTES

DESIGN CRITERIA	
FULLY ENCLOSED	
WIND SPEED	170 MPH
EXPOSURE	B
BUILDING CATEGORY	TWO (2)

GENERAL NOTES
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD F. SHINSKIE, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

ENGINEER OF RECORD
EDWARD F. SHINSKIE, PE
4707 WILD TURKEY ROAD
MIMS, FLORIDA 32754
FLORIDA PE# 47515
PH. 321-863-3223

REVISIONS
ISSUED: 3-9-23
1 10-5-23
2 ***
3 ***

215 PALM BAY ROAD STE. 6
PALM BAY, FL. 32905
TEL. (321) 724-0740
FAX. (321) 914-4206
EMAIL:
DANIEL@ETTE1350
@CFL.RR.COM

EDC
ENGINEERING AND DESIGN CONCEPTS, INC.

-DUPLEX FOR- MARCELLINO

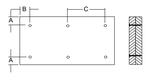
BUILDING I
508 N. 16TH ST. FORT PIERCE, FL 34950

A1
SHEET 1 OF 8

DRAWN BY
DANIEL FRECHETTE

NOTE:
COORDINATE ALL ROUGH PLUMBING LOCATIONS WITH OWNER SELECTED FIXTURES PRIOR TO CONSTRUCTION.

NOTE:
COORDINATE ALL ROUGH OPENINGS FOR EXTERIOR DOORS AND WINDOWS WITH MANUFACTURER'S SPECS.



A = MINIMUM = 2" C = 16"
B = MINIMUM = 3"

CONNECTORS ARE: 3-1/4" PNEUMATIC GUN NAILS

2-PLY 2"x12" WOOD BEAM

WOOD BEAM CONNECTION DIAGRAM
N.T.S

CABINETRY NOTE:

CABINET LAYOUT SHOWN AT KITCHEN, BATHROOMS, AND ANY OTHER LOCATIONS ARE DIAGRAMMATIC ONLY. COORDINATE FINAL CABINET DESIGN W/OWNER/BUILDER PRIOR TO ANY FABRICATION/INSTALLATION

NOTE:
DRAWINGS INDICATES APPLIED EXTERIOR FINISH OVER APPROVED WATER BARRIER OVER WOOD FRAMING MEMBERS. OWNER IS RESPONSIBLE TO INSTALL ALL REQUIRED SEALANT, FLASHING, ETC TO MAINTAIN WATERPROOF BARRIER TO PREVENT MOISTURE INFILTRATION INTO STRUCTURE. OWNER IS RESPONSIBLE FOR PERIODIC MAINTAINANCE AND UPKEEP OF EXTERIOR APPLIED FINISH TO MAINTAIN WATERPROOF INTEGRITY TO PREVENT DAMAGE TO INTERIOR COMPONENTS

WINDOW AND DOOR BUCK INSTALLATION (MASONRY)

MASONRY	TAP-CONS	PAF'S	PIN'S
ROUGH OP'NG.	BUCK TO HEAD AND JAMB		
UP TO 8'-0"	3/16" @ 16" O.C.	.145 @ 8" O.C.	.120 @ 6" O.C.
8'-1" TO 10'-0"	3/16" @ 12" O.C.	.145 @ 6" O.C.	.120 @ 6" O.C.
10'-1" TO 12'-0"	3/16" @ 8" O.C.	.145 @ 4" O.C.	.120 @ 4" O.C.
12'-1" AND BEYOND	BY DESIGN	BY DESIGN	BY DESIGN

LEGEND:
PAF = POWDER ACTUATED FASTENERS
PIN = PNEUMATICALLY DRIVEN FASTENERS

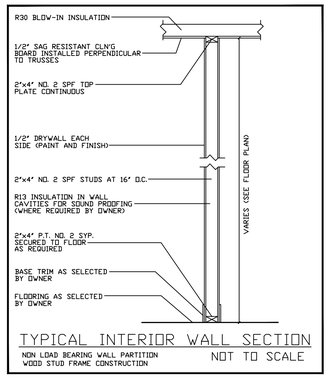
NOTES:
* MAINTAIN 3" EDGE CLEARANCE FOR PAF'S
* EMBED PAF'S 1.25" MIN. INTO CMU OR CONC.
* EMBED TAP-CONS 1.50" MIN. INTO CMU OR CONC.

NOTE:
FOAM SEAL AT ALL BUCKS, WINDOWS AND DOORS

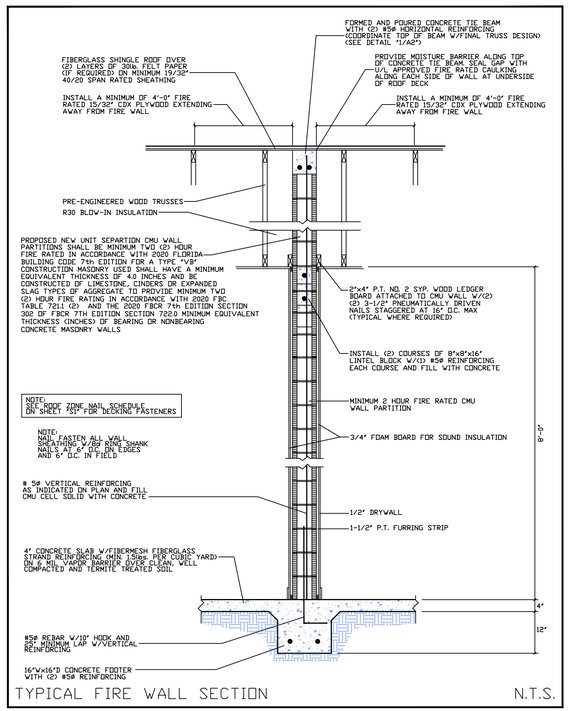


NOTE: IF DOOR/WINDOW BUCK IS LESS THAN 1-1/2" DOOR/WINDOW MUST BE ANCHORED THROUGH JAMB INTO THE STRUCTURAL SUBSTRATE

NOTE: WINDOWS AND DOORS SHALL BE ANCHORED PER MANUFACTURERS SPECIFICATIONS



TYPICAL INTERIOR WALL SECTION
NON LOAD BEARING WALL PARTITION
WOOD STUD FRAME CONSTRUCTION
NOT TO SCALE

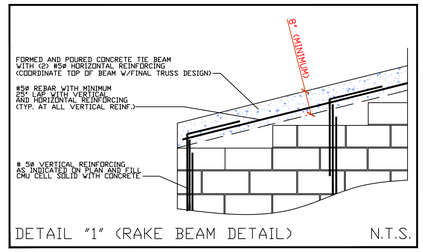


TYPICAL FIRE WALL SECTION N.T.S.

TABLE R301.6 MINIMUM ROOF LIVE LOADS IN POUNDS-FORCE PER SQUARE FOOT OF HORIZONTAL PROJECTION			
ROOF SLOPE	TRIBUTARY LOADED AREA IN SQUARE FEET FOR ANY STRUCTURAL MEMBER		
	0 TO 200	201 TO 600	OVER 600
FLAT OR RISE LESS THAN 4 INCHES PER FOOT (1:3)	20	16	12
RISE 4 INCHES PER FOOT (1:3) TO LESS THAN 12 INCHES PER FOOT (1:1)	16	14	12
RISE 12 INCHES PER FOOT (1:1) AND GREATER	12	12	12

FOR SI: 1 SQUARE FOOT = 0.0929 M², 1 POUND PER SQUARE FOOT = 0.0479 KPA, 1 INCH PER FOOT = 83.3 MM/M.

TABLE R903.2.1 METAL FLASHING MATERIAL			
MATERIAL	GAGE MINIMUM THICKNESS (INCHES)	GAGE	WEIGHT (LBS. PER SQ. FT.)
COPPER	0.024		1 (16 OZ)
ALUMINUM	0.024		
STAINLESS STEEL		28	
GALVANIZED STEEL	0.0179	26 (ZINC COATED G90)	26 (ZINC COATED G90)
ALUMINUM ZINC COATED STEEL	0.0179	26 (AZ50 ALUM ZINC)	26 (AZ50 ALUM ZINC)
ZINC ALLOY	0.027		
LEAD			2.5 (40 OZ)
PAINTED TERNE			1.25 (20 OZ)



DETAIL "1" (RAKE BEAM DETAIL) N.T.S.

TABLE R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA										
GROUND SNOW LOAD	WIND DESIGN SPEED[D] (MPH)	WIND DESIGN TOPOGRAPHIC EFFECTS[I]	SEISMIC DESIGN CATEGORY[F]	SUBJECT TO DAMAGE FROM WEATHERING[A]	SUBJECT TO DAMAGE FROM FROST LINE DEPTH[B]	SUBJECT TO DAMAGE FROM TERMITE[C]	WINTER DESIGN TEMP[E]	ICE BARRIER UNDERLAYMENT REQUIRED[H]	FLOOD HAZARDS[G]	AIR FREEZING INDEX	MEAN ANNUAL TEMP[J]
NA	SEE FIG. R301.2(4)	NA	NEGLIGIBLE	NA	VERY HEAVY		NA		NA	NA

FOR SI: 1 POUND PER SQUARE FOOT = 0.0479 KPA, 1 MILE PER HOUR = 0.447 M/S.

A. WEATHERING MAY REQUIRE A HIGHER STRENGTH CONCRETE OR GRADE OF MASONRY THAN NECESSARY TO SATISFY THE STRUCTURAL REQUIREMENTS OF THIS CODE. THE WEATHERING COLUMN SHALL BE FILLED IN WITH THE WEATHERING INDEX, " NEGLIGIBLE," " MODERATE" OR " SEVERE" FOR CONCRETE AS DETERMINED FROM FIGURE R301.2(5). THE GRADE OF MASONRY UNITS SHALL BE DETERMINED FROM ASTM C34, C55, C62, C73, C90, C129, C145, C216 OR C652.

B. RESERVED.

C. TERMITE INFESTATION PER FIGURE R301.2(6) IS " VERY HEAVY."

D. WIND SPEED SHALL BE FROM THE BASIC WIND SPEED MAP [FIGURE R301.2(4)]. WIND EXPOSURE CATEGORY SHALL BE DETERMINED ON A SITE-SPECIFIC BASIS IN ACCORDANCE WITH SECTION R301.2.1.4.

E. THE OUTDOOR DESIGN DRY-BULB TEMPERATURE SHALL BE SELECTED FROM THE COLUMNS OF 97 1/2-PERCENT VALUES FOR WINTER FROM APPENDIX D OF THE FLORIDA BUILDING CODE, PLUMBING. DEVIATIONS FROM THE APPENDIX D TEMPERATURES SHALL BE PERMITTED TO REFLECT LOCAL CLIMATES OR LOCAL WEATHER EXPERIENCE AS DETERMINED BY THE BUILDING OFFICIAL.

F. RESERVED.

G. THE APPLICABLE GOVERNING BODY SHALL, BY LOCAL FLOODPLAIN MANAGEMENT ORDINANCE, SPECIFY (A) THE DATE OF THE JURISDICTION'S ENTRY INTO THE NATIONAL FLOOD INSURANCE PROGRAM (DATE OF ADOPTION OF THE FIRST CODE OR ORDINANCE FOR MANAGEMENT OF FLOOD HAZARD AREAS), (B) THE DATE(S) OF THE FLOOD INSURANCE STUDY AND (C) THE PANEL NUMBERS AND DATES OF THE CURRENTLY EFFECTIVE FIRMS AND FBFMS OR OTHER FLOOD HAZARD MAP ADOPTED BY THE AUTHORITY HAVING JURISDICTION, AS AMENDED.

H. RESERVED.

I. RESERVED.

J. RESERVED.

K. RESERVED.

L. RESERVED.

M. RESERVED.

TABLE R301.5 MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS (IN POUNDS PER SQUARE FOOT)	
USE	LIVE LOAD
UNINHABITABLE ATTICS WITHOUT STORAGE	10
UNINHABITABLE ATTICS WITH LIMITED STORAGE[G,I]	20
HABITABLE ATTICS AND ATTICS SERVED WITH FIXED STAIRS	30
BALCONIES (EXTERIOR) AND DECKS[L]	40
FIRE ESCAPES	40
GUARDS AND HANDRAILS[D]	200[D]
GUARD IN-FILL COMPONENTS[F]	50[F]
PASSENGER VEHICLE GARAGES[A]	50[A]
ROOMS OTHER THAN SLEEPING ROOMS	40
SLEEPING ROOMS	30
STAIRS	40[C]

FOR SI: 1 POUND PER SQUARE FOOT = 0.0479 KPA, 1 SQUARE INCH = 645 MM², 1 POUND = 4.45 N.

A. ELEVATED GARAGE FLOORS SHALL BE CAPABLE OF SUPPORTING A 2,000-POUND LOAD APPLIED OVER A 20-SQUARE-INCH AREA.

B. UNINHABITABLE ATTICS WITHOUT STORAGE ARE THOSE WHERE THE CLEAR HEIGHT BETWEEN JOISTS AND RAFTERS IS NOT MORE THAN 42 INCHES, OR WHERE THERE ARE NOT TWO OR MORE ADJACENT TRUSSES WITH WEB CONFIGURATIONS CAPABLE OF ACCOMMODATING AN ASSUMED RECTANGLE 42 INCHES IN HEIGHT BY 24 INCHES IN WIDTH, OR GREATER, WITHIN THE PLANE OF THE TRUSSES. THIS LIVE LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH ANY OTHER LIVE LOAD REQUIREMENTS.

C. INDIVIDUAL STAIR TREADS SHALL BE DESIGNED FOR THE UNIFORMLY DISTRIBUTED LIVE LOAD OR A 300-POUND CONCENTRATED LOAD ACTING OVER AN AREA OF 4 SQUARE INCHES, WHICHEVER PRODUCES THE GREATER STRESSES.

D. A SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP.

E. SEE SECTION R507.1 FOR DECKS ATTACHED TO EXTERIOR WALLS.

F. GUARD IN-FILL COMPONENTS (ALL THOSE EXCEPT THE HANDRAIL), BALUSTERS AND PANEL FILLERS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 POUNDS ON AN AREA EQUAL TO 1 SQUARE FOOT. THIS LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH ANY OTHER LIVE LOAD REQUIREMENT.

G. UNINHABITABLE ATTICS WITH LIMITED STORAGE ARE THOSE WHERE THE CLEAR HEIGHT BETWEEN JOISTS AND RAFTERS IS NOT GREATER THAN 42 INCHES, OR WHERE THERE ARE TWO OR MORE ADJACENT TRUSSES WITH WEB CONFIGURATIONS CAPABLE OF ACCOMMODATING AN ASSUMED RECTANGLE 42 INCHES IN HEIGHT BY 24 INCHES IN WIDTH, OR GREATER, WITHIN THE PLANE OF THE TRUSSES.

THE LIVE LOAD NEED ONLY BE APPLIED TO THOSE PORTIONS OF THE JOISTS OR TRUSS BOTTOM CHORDS WHERE ALL OF THE FOLLOWING CONDITIONS ARE MET:

1. THE ATTIC AREA IS ACCESSED FROM AN OPENING NOT LESS THAN 20 INCHES IN WIDTH BY 30 INCHES IN LENGTH THAT IS LOCATED WHERE THE CLEAR HEIGHT IN THE ATTIC IS NOT LESS THAN 30 INCHES.
2. THE SLOPES OF THE JOISTS OR TRUSS BOTTOM CHORDS ARE NOT GREATER THAN 2 INCHES VERTICAL TO 12 UNITS HORIZONTAL.
3. REQUIRED INSULATION DEPTH IS LESS THAN THE JOIST OR TRUSS BOTTOM CHORD MEMBER DEPTH.

THE REMAINING PORTIONS OF THE JOISTS OR TRUSS BOTTOM CHORDS SHALL BE DESIGNED FOR A UNIFORMLY DISTRIBUTED CONCURRENT LIVE LOAD OF NOT LESS THAN 10 POUNDS PER SQUARE FOOT.

H. GLAZING USED IN HANDRAIL ASSEMBLIES AND GUARDS SHALL BE DESIGNED WITH A SAFETY FACTOR OF 4. THE SAFETY FACTOR SHALL BE APPLIED TO EACH OF THE CONCENTRATED LOADS APPLIED TO THE TOP OF THE RAIL, AND TO THE LOAD ON THE IN-FILL COMPONENTS. THESE LOADS SHALL BE DETERMINED INDEPENDENT OF ONE ANOTHER, AND LOADS ARE ASSUMED NOT TO OCCUR WITH ANY OTHER LIVE LOAD.

R703.4 FLASHING.
APPROVED METAL FLASHING, VINYL FLASHING, SELF-ADHERED MEMBRANES AND MECHANICALLY ATTACHED FLEXIBLE FLASHING SHALL BE APPLIED SHINGLE-FASHION OR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. METAL FLASHING SHALL BE CORROSION RESISTANT. FLUID-APPLIED MEMBRANES USED AS FLASHING SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL FLASHING SHALL BE APPLIED IN A MANNER TO PREVENT THE ENTRY OF WATER INTO THE WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. SELF-ADHERED MEMBRANES USED AS FLASHING SHALL COMPLY WITH AAMA 711. ALL EXTERIOR FENESTRATION PRODUCTS SHALL BE SEALED AT THE JUNCTURE WITH THE BUILDING WALL WITH A SEALANT COMPLYING WITH AAMA 800 OR ASTM C920 CLASS 25 GRADE NS OR GREATER FOR PROPER JOINT EXPANSION AND CONTRACTION. ASTM C1281, AAMA 812, OR OTHER APPROVED STANDARD AS APPROPRIATE FOR THE TYPE OF SEALANT. FLUID-APPLIED MEMBRANES USED AS FLASHING IN EXTERIOR WALLS SHALL COMPLY WITH AAMA 714. THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH. APPROVED FLASHINGS SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:

1. EXTERIOR WINDOW AND DOOR OPENINGS. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION 703.2 FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE INSTALLED IN ACCORDANCE WITH ONE OR MORE OF THE FOLLOWING:
   1.1. THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES.
   1.2. IN ACCORDANCE WITH THE FLASHING DESIGN OR METHOD OF A REGISTERED DESIGN PROFESSIONAL.
   1.3. IN ACCORDANCE WITH OTHER APPROVED METHODS.
   1.4. IN ACCORDANCE WITH FMA/AAMA 100, FMA/AAMA 200, FMA/WDMA 250, FMA/AAMA/WDMA 300 OR FMA/AAMA/WDMA 400.
2. AT THE INTERSECTION OF CHIMNEYS OR OTHER MASONRY CONSTRUCTION WITH FRAME OR STUCCO WALLS, WITH PROJECTING LIPS ON BOTH SIDES UNDER STUCCO COPINGS.
3. UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS.
4. CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM.
5. WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD-FRAME CONSTRUCTION.
6. AT WALL AND ROOF INTERSECTIONS.
7. AT BUILT-IN GUTTERS.

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

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A2
SHEET 2 OF 8

DRAWN BY
DANIEL FRECHETTE

SAFE GRAVITY LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

CAST-CRETE — SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	BU8	8F8–0B	8F12–0B	8F16–0B	8F20–0B	8F24–0B	8F28–0B	8F32–0B
			8F8–1B	8F12–1B	8F16–1B	8F20–1B	8F24–1B	8F28–1B	8F32–1B
2'–10" (34")	PRECAST	2231	3069	4605	6113	7547	8974	10394	11809
			3069	4605	6113	7547	8974	10394	11809
3'–6" (42")	PRECAST	2231	3069	3719	5163	6607	8054	9502	10951
			3069	4605	6113	7547	8974	10394	11809
4'–0" (48")	PRECAST (RECESSED LINTEL)	1966	2561	2751	3820	4890	5961	7034	8107
			1891	4605	6113	7547	8974	10394	11809
4'–0" (48")	PRECAST	1966	2561	2751	3820	4890	5961	7034	8107
			2693	4605	6113	7547	8974	10394	11809
L-1 4'–6" (54") PRECAST L-2		1599	1969	2110	2931	3753	4576	5400	6224
			2189	4375	6113	7547 (7)	8672	10294	11809
5'–4" (64")	PRECAST	1217	1349	1436	1999	2560	3123	3686	4249
			1663	3090	5365	7547 (36)	7342 (19)	8733 (19)	10127 (19)
5'–10" (70")	PRECAST	1062	1105	1173	1631	2090	2549	3009	3470
			1451	2622	4360	7168 (65)	6036 (19)	7181 (19)	8328 (29)
6'–6" (78")	PRECAST	908	1238	2177	3480	5381	8360	10394 (47)	8825 (14)
			1011	1729	2632	2205	2698	3191	3685
7'–6" (90")	PRECAST	743	1011	1729	2661	3898	5681	8467 (44)	6472 (13)
			699	1160	1625	2564	3486	2818	3302
9'–4" (112")	PRECAST	554	752	1245	1843	2564	3486	4705 (27)	6390 (47)
			535	890	1247	2093	2777	2163	2536
10'–6" (126")	PRECAST	475	643	1052	1533	2093	2781	3643 (9)	4754 (41)
			582	945	1366	1846	2423	3127	4006
11'–4" (136")	PRECAST	362	582	945	1366	1846	2423	3127	4006
			540	873	1254	1684	2193	2805	3552
12'–0" (144")	PRECAST	337	540	873	1254	1684	2193	2805	3552
			471	755	1075	1428	1838	2316	2883
13'–4" (160")	PRECAST	296	471	755	1075	1428	1838	2316	2883
			424	706	1002	1326	1697	2127	2630
14'–0" (168")	PRECAST	279	442	706	1002	1326	1697	2127	2630
			NR	NR	NR	NR	NR	NR	NR
14'–8" (176")	PRESTRESSED	N.R.	458	783	1370	1902	2245	2517	2712
			NR	NR	NR	NR	NR	NR	NR
15'–4" (184")	PRESTRESSED	N.R.	412	710	1250	1733	2058	2320	2513
			NR	NR	NR	NR	NR	NR	NR
17'–4" (208")	PRESTRESSED	N.R.	300	548	950	1326	1609	1849	2047
			NR	NR	NR	NR	NR	NR	NR
19'–4" (232")	PRESTRESSED	N.R.	235	420	750	1037	1282	1515	1716
			NR	NR	NR	NR	NR	NR	NR
21'–4" (256")	PRESTRESSED	N.R.	180	340	598	845	1114	1359	1468
			NR	NR	NR	NR	NR	NR	NR
22'–0" (264")	PRESTRESSED	N.R.	165	315	550	784	1047	1285	1399
			NR	NR	NR	NR	NR	NR	NR
24'–0" (288")	PRESTRESSED	N.R.	129	250	450	654	884	1092	1222

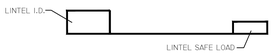
(#) THE NUMBERS IN PARENTHESIS ARE PERCENT REDUCTIONS FOR GR40 FIELD ADDED REBAR.

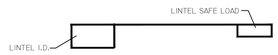
SAFE UPLIFT LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

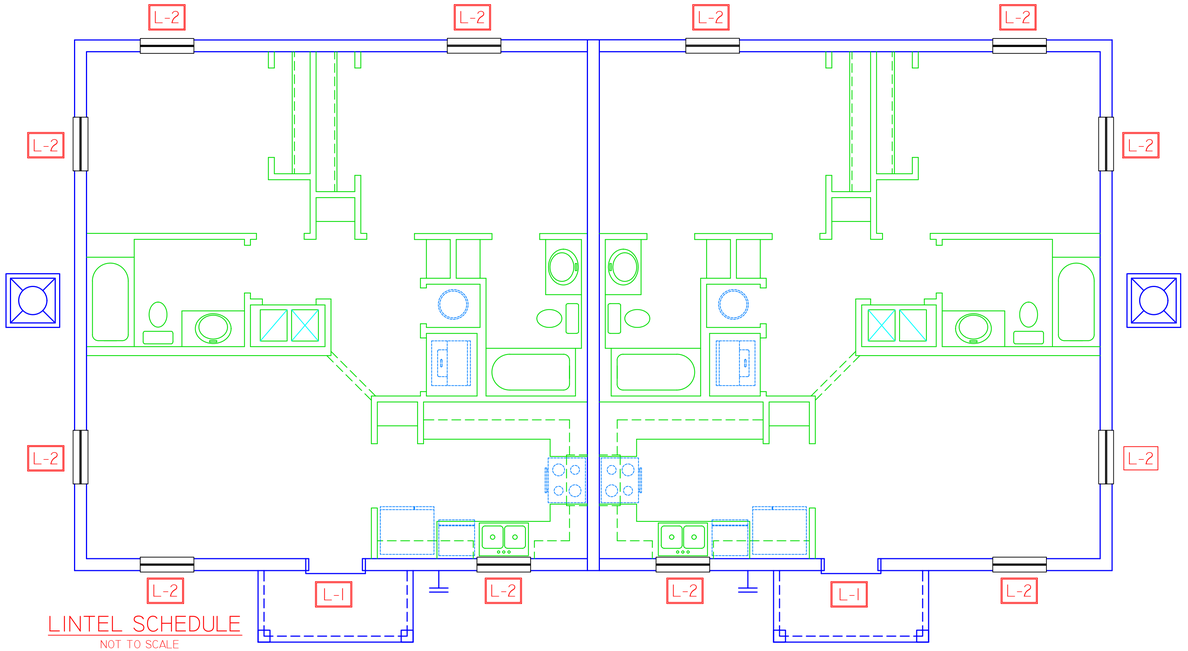
CAST-CRETE — SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	8F8–1T	8F12–1T	8F16–1T	8F20–1T	8F24–1T	8F28–1T	8F32–1T
		8F8–2T	8F12–2T	8F16–2T	8F20–2T	8F24–2T	8F28–2T	8F32–2T
2'–10" (34")	PRECAST	1972	3173	4460	5747	7034	8321	9608
		1972	3173	4460	5747	7034	8321	9608
3'–6" (42")	PRECAST	1569	2524	3547	4569	5591	6613	7636
		1569	2524	3547	4569	5591	6613	7636
4'–0" (48")	PRECAST (RECESSED LINTEL)	904	2192	3079	3966	4853	5740	6627
		1363	2192	3079	3966	4853	5740	6627
4'–0" (48")	PRECAST	1363	2192	3079	3966	4853	5740	6627
		1363	2192	3079	3966	4853	5740	6627
L-1 4'–6" (54") PRECAST L-2		1207	1940	2724	3508	4292	5077	5861
		1207	1940	2724	3508	4292	5077	5861
5'–4" (64")	PRECAST	1016	1632	2290	2949	3607	4265	4924
		1016	1632	2290	2949	3607	4265	4924
5'–10" (70")	PRECAST	909	1492	2093	2694	3295	3897	4498
		929	1492	2093	2694	3295	3897	4498
6'–6" (78")	PRECAST	835 (12)	1340	1880	2419	2959	3498	4038
		835	1340	1880	2419	2959	3498	4038
7'–6" (90")	PRECAST	727 (23)	1021	1634 (13)	2102 (11)	2571 (10)	3039 (10)	3508 (8)
		727	1166	1634	2102	2571	3039	3508
9'–4" (112")	PRECAST	591	680	1133 (30)	1471 (30)	1811 (15)	2152 (14)	2494 (13)
		591	851	1326	1705	2084	2463	2842
10'–6" (126")	PRECAST	530	552	914 (16)	1185 (16)	1458 (14)	1732 (14)	2007 (13)
		530	686	1183	1526	1865	2204	2544
11'–4" (136")	PRECAST	474	485	798 (13)	1034 (13)	1272 (13)	1510 (10)	1749 (10)
		494	599	1028	1422	1738	2053	2369
12'–0" (144")	PRECAST	470 (8)	441	723 (14)	936 (14)	1151 (13)	1366 (13)	1582 (13)
		470	543	928	1349	1649	1948	2247
13'–4" (160")	PRECAST	418 (13)	373	606 (14)	783 (14)	962 (14)	1141 (14)	1321 (14)
		428	455	770	1145	1444	1718	1993
14'–0" (168")	PRECAST	384 (13)	346	559 (14)	723 (14)	887 (14)	1052 (14)	1218 (14)
		410	420	709	1050	1434 (8)	1694 (8)	1954 (7)
14'–8" (176")	PRESTRESSED	239	323	519 (13)	671 (13)	823 (13)	976 (14)	1129 (14)
		246	390	655	968	1324 (8)	1625 (11)	1874 (11)
15'–4" (184")	PRESTRESSED	224	302	485 (13)	626 (13)	767 (13)	909 (13)	1052 (13)
		230	364	609	897	1224 (8)	1562 (8)	1801 (14)
17'–4" (208")	PRESTRESSED	187	255	404 (23)	520 (13)	637 (12)	754 (12)	872 (13)
		192	303	500	732	993 (8)	1268 (14)	1470 (14)
19'–4" (232")	PRESTRESSED	162	222	347 (11)	446 (11)	546 (12)	646 (12)	746 (12)
		166	261	424	616	831 (8)	1057 (14)	1225 (14)
21'–4" (256")	PRESTRESSED	142	198	306 (11)	393 (11)	480 (11)	567 (11)	654 (12)
		142	230	369	531	713 (7)	903 (13)	1046 (13)
22'–0" (264")	PRESTRESSED	137	192	295 (18)	378 (11)	461 (10)	545 (11)	629 (11)
		137	221	354	508	681 (7)	861 (13)	997 (13)
24'–0" (288")	PRESTRESSED	124	175	267 (18)	341 (13)	416 (10)	491 (10)	566 (10)
		124	200	316	450	600 (7)	756 (13)	875 (13)

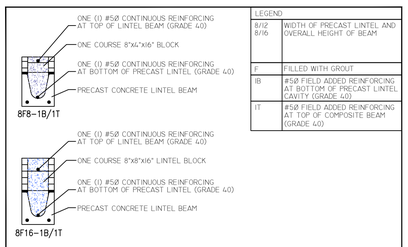
(#) THE NUMBERS IN PARENTHESIS ARE PERCENT REDUCTIONS FOR GR40 FIELD ADDED REBAR.







LINTEL SCHEDULE
NOT TO SCALE



LEGEND

8/12 8/16	WIDTH OF PRECAST LINTEL AND OVERALL HEIGHT OF BEAM
F	FILLED WITH GROUT
1B	#5@ FIELD ADDED REINFORCING AT BOTTOM OF PRECAST LINTEL CAVITY (GRADE 40)
1T	#5@ FIELD ADDED REINFORCING AT TOP OF COMPOSITE BEAM (GRADE 40)

LINTEL SECTIONS N.T.S.

SPECIFICATIONS

ENGINEERING

PRODUCT DESCRIPTION

High strength precast concrete lintels designed to be unfilled or filled to form a composite reinforced beam using concrete masonry units.

MATERIALS

- f'c 8" precast lintels = 3500 psi
- f'c 8" prestressed, 6" and 12" precast lintels = 6000 psi
- f'c 4" precast lintels = 3000 psi
- Grout per ASTM C476 f'g = 3000 psi w/ maximum 3/8 inch aggregate and 8 to 11 inch slump.
- Concrete masonry units (CMU) per ASTM C90 with minimum net area compressive strength = 1900 psi
- Rebar per ASTM A615 Grade 60
- Prestressing strand per ASTM A416 Grade 270 low relaxation
- 7/32 inch wire per ASTM A510
- Mortar per ASTM C270 Type M or S

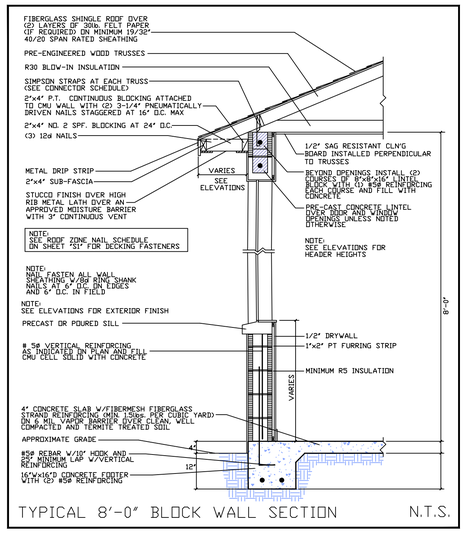
GENERAL NOTES

1. Provide full mortar head and bed joints.
2. Shore filled lintels as required.
3. Installation of lintel must comply with architectural and/or structural drawings.
4. U-Lintels are manufactured with 5-1/2 inch long notches at ends to accomodate vertical cell reinforcing and grouting.
5. Reference the CAST-CRETE Load Deflection Graph Brochure for lintel deflection information.
6. Bottom Field added rebar to be located at the bottom of lintel cavity.
7. 7/32 inch diameter wire stirrups are welded to the bottom steel for mechanical anchorage.
8. Cast-in-place concrete may be provided in composite lintel in lieu of concrete masonry units.
9. Safe load ratings based on national design analysis per ACI 318 and ACI 530
10. Product Approvals: Miami Dade County, Florida Nos. 13-1605.05 and 13-1605.04. Florida Certificate of Product Approval number FL758.
11. The exterior surface of lintels installed in exterior concrete masonry walls shall have a coating of stucco applied in accordance with ASTM C926 or other approved coating.
12. Lintels loaded simultaneously with vertical (gravity or uplift) and horizontal (lateral) loads should be checked for the combined loading with the following equation:

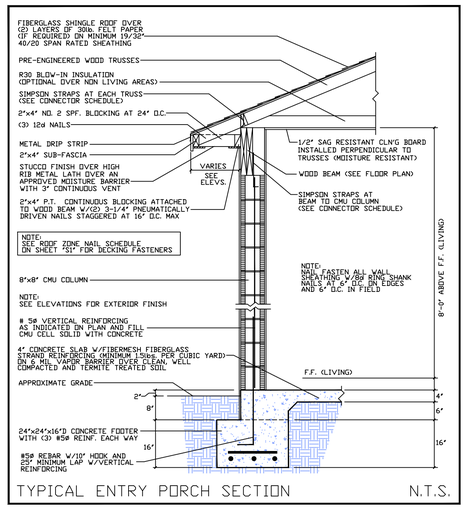
$$\frac{\text{Applied vertical load}}{\text{Safe vertical load}} + \frac{\text{Applied horizontal load}}{\text{Safe horizontal load}} \leq 1.0$$

SAFE LOAD TABLE NOTES

1. All values based on minimum 4 inch nominal bearing. Exception: Safe loads for unfilled lintels must be reduced by 20 % if bearing length is less than 6-1/2 inches.
2. N.R. = Not Rated.
3. Safe loads are superimposed allowable load.
4. Safe loads based on Grade 40 or Grade 60 Field rebar.
5. Additional lateral load capacity can be obtained by the designer by providing additional reinforced masonry above the precast lintel. See Reinforced CMU on Page 4.
6. One #7 rebar may be substituted for two #5 rebars in 8" lintels only.
7. The designer may evalute concentrated loads from the safe load tables by calculating the maximum resisting moment and shear at a way from the face of support.
8. For composite lintel heights not shown, use safe load from next lower height.
9. For lintel lengths not shown, use safe load from next longest length.
10. All safe loads in units of pounds per linear foot.
11. All safe loads based on singly supported span.
12. The number in the parenthesis indicates the percent reduction for grade 40 field added rebar. Example 7'-4" lintel Type 8F32-1B safe gravity load = 6472 (13) w/ 13% reduction = 6472 (.13) = 5591 plf



TYPICAL 8'-0" BLOCK WALL SECTION N.T.S.



TYPICAL ENTRY PORCH SECTION N.T.S.

GENERAL NOTES

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2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

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1 10-5-23
2 ***
3 ***

2115 PALM BAY ROAD STE. 6
PALM BAY, FL. 32905
TEL. (321) 724-0740
FAX. (321) 914-4206
EMAIL:
DANIEL@CASTTEI350
@CFL.RR.COM

EDC
ENGINEERING AND DESIGN CONCEPTS, INC.

-DUPLEX FOR- MARCELLINO

BUILDING I
508 N. 16TH ST. FORT PIERCE, FL 34950

ENGINEER OF RECORD
EDWARD F. SHINSKIE, PE
4707 WILD TURKEY ROAD
MIMS, FLORIDA 32754
FLORIDA PE# 47515
PH. 321-863-3223

A3
SHEET 3 OF 8

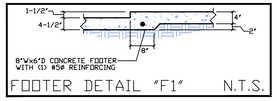
DRAWN BY
DANIEL FRECHETTE

SITE PREPARATION NOTES:

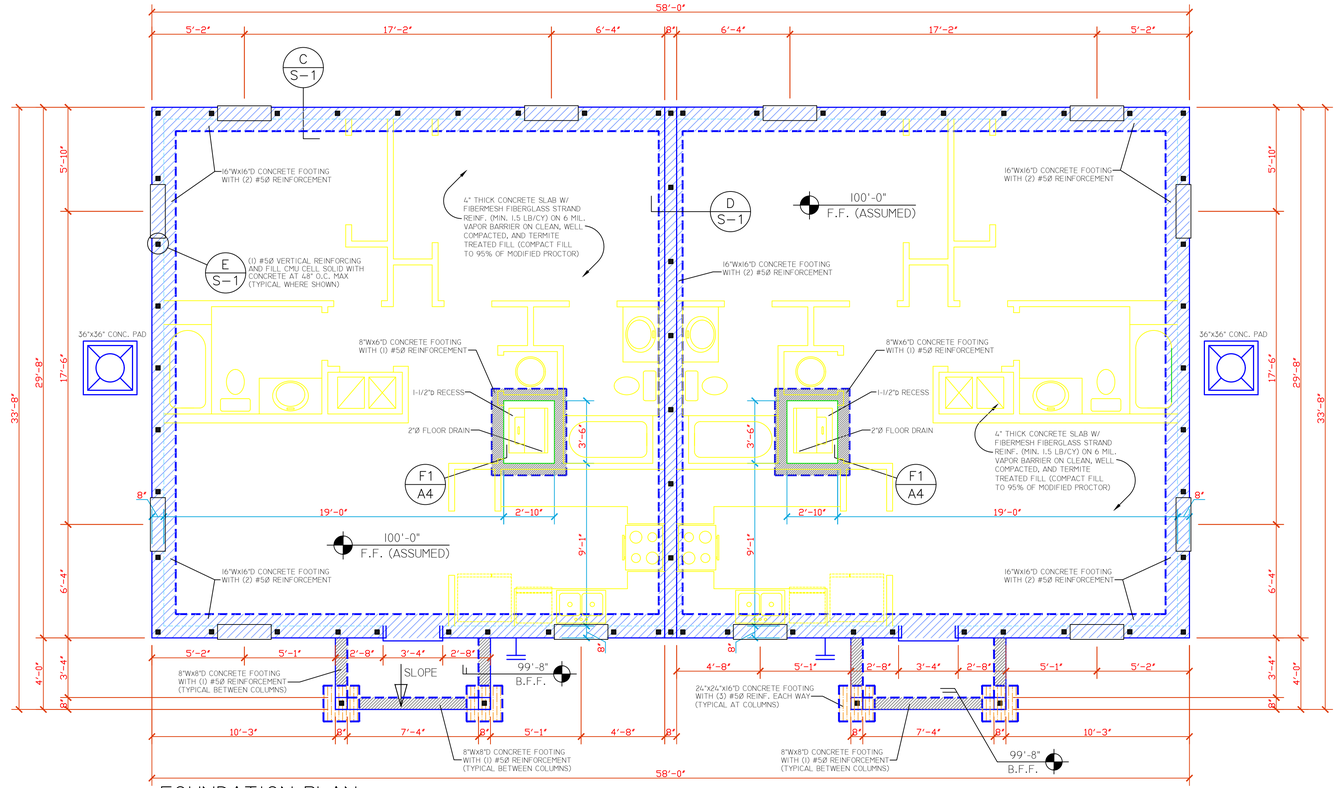
THE PROPOSED BUILDING AREA, PLUS A MINIMUM MARGIN OF FIVE FEET BEYOND THE PROPOSED BUILDING LIMITS SHALL BE STRIPPED AND GRUBBED OF SURFACE DEBRIS, INCLUDING VEGETATION, ROOTS AND ORGANIC MATTER AND ANY REMNANTS OF PREVIOUS CONSTRUCTION SUCH AS OLD FOOTINGS AND SLABS.

THE BUILDING AND PAVEMENT AREAS SHALL BE FILLED TO THE DESIRED GRADES. THE HORIZONTAL PORTION OF THE BUILDING PAD SHALL EXTEND A MINIMUM FIVE FEET BEYOND THE BUILDING AND PAVEMENT AREAS. CLEAN IMPORTED FILL MATERIAL SHALL BE PLACED IN MAXIMUM LOOSE LAYERS OF 12 INCH LIFTS IN THICKNESS. EACH LIFT SHALL BE COMPACTED TO 95% OF A MODIFIED PROCTOR.

FIELD DENSITY TESTS AND ON-SITE INSPECTION ARE REQUIRED TO BE PERFORMED, BY A STATE OF FLORIDA LICENSED GEOTECHNICAL ENGINEER, AT APPROPRIATE TIMES DURING THE EARTH WORK OPERATIONS IN ORDER TO VERIFY THAT THE SITE PREPARATIONS HAVE BEEN PROPERLY CONSTRUCTED. A MINIMUM SOIL BEARING CAPACITY OF 2000 POUNDS PER SQUARE FOOT IS REQUIRED.



FOOTER DETAIL "F1" N.T.S.



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

GENERAL NOTES

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A4

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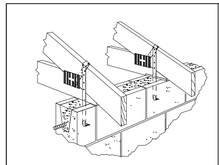
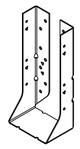
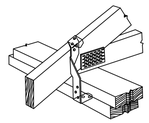


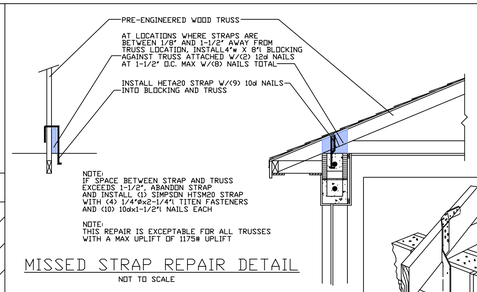
TYPICAL HETA20 STRAP



TYPICAL HUC HANGER

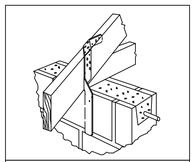


TYPICAL HTS20 STRAP



MISSED STRAP REPAIR DETAIL

NOT TO SCALE



TYPICAL HTSM20 STRAP

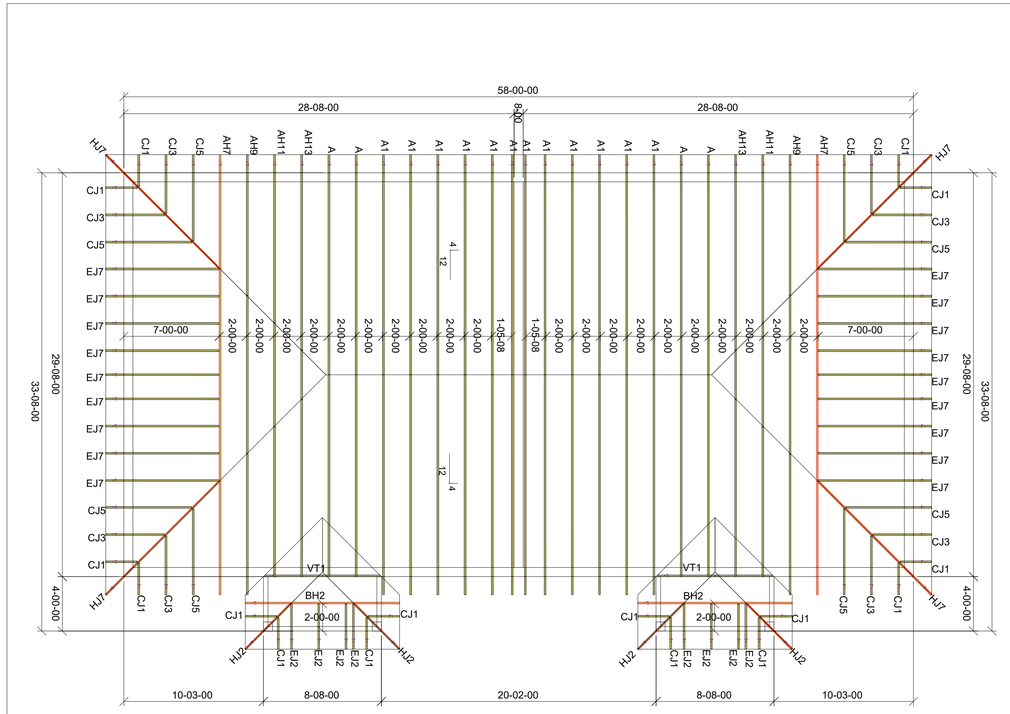
TYPICAL CONNECTOR DETAILS

N.T.S.

Builder: TNT Builders of South Florida
Subdivision: MARCELLINO DUPLEX
Jurisdiction:
State: FL
Lot: N/A
Model: MARCELLINO DUPLEX
Shipment: All
Elevation:
Option:

OnLine Job No:
Pick Ticket:
Sales No:
Acct No:
Ship Date:
Designer:
AppWrt JobNo: 2328861

	A 4	**Jnt-2 8.0"** Gravity 1173 lbs Uplift -745 lbs	**Jnt-6 8.0"** Gravity 1095 lbs Uplift -623 lbs	
	A1 12	**Jnt-2 8.0"** Gravity 1172 lbs Uplift -742 lbs	**Jnt-6 8.0"** Gravity 1172 lbs Uplift -742 lbs	
	AH11 2	**Jnt-2 8.0"** Gravity 1172 lbs Uplift -742 lbs	**Jnt-7 8.0"** Gravity 1172 lbs Uplift -742 lbs	
	AH13 2	**Jnt-2 8.0"** Gravity 1173 lbs Uplift -745 lbs	**Jnt-7 8.0"** Gravity 1095 lbs Uplift -623 lbs	
	AH7 2	**Jnt-2 8.0"** Gravity 2257 lbs Uplift -1242 lbs	**Jnt-7 8.0"** Gravity 2296 lbs Uplift -1289 lbs	
	AH9 2	**Jnt-2 8.0"** Gravity 1172 lbs Uplift -742 lbs	**Jnt-8 8.0"** Gravity 1172 lbs Uplift -742 lbs	
	BH2 2	**Jnt-2 4.0"** Gravity 286 lbs Uplift -365 lbs	**Jnt-5 4.0"** Gravity 286 lbs Uplift -365 lbs	
	CJ1 16	**Jnt-2 8.0"** Gravity 163 lbs Uplift -223 lbs	**Jnt-3 1.5"** Gravity 65 lbs Uplift -16 lbs	
	CJ3 8	**Jnt-2 8.0"** Gravity 200 lbs Uplift -198 lbs	**Jnt-3 1.5"** Gravity 59 lbs Uplift -50 lbs	**Jnt-4 1.5"** Gravity 48 lbs Uplift 0 lbs
	CJ5 8	**Jnt-2 8.0"** Gravity 267 lbs Uplift -221 lbs	**Jnt-3 1.5"** Gravity 113 lbs Uplift -107 lbs	**Jnt-4 1.5"** Gravity 84 lbs Uplift 0 lbs
	EJ2 4	**Jnt-2 4.0"** Gravity 173 lbs Uplift -239 lbs	**Jnt-3 1.5"** Gravity 32 lbs Uplift -32 lbs	**Jnt-4 1.5"** Gravity 29 lbs Uplift -29 lbs
	EJ7 18	**Jnt-2 8.0"** Gravity 338 lbs Uplift -252 lbs	**Jnt-3 1.5"** Gravity 167 lbs Uplift -161 lbs	**Jnt-4 1.5"** Gravity 120 lbs Uplift 0 lbs
	HJ2 4	**Jnt-2 5.7"** Gravity 244 lbs Uplift -260 lbs	**Jnt-3 1.5"** Gravity 68 lbs Uplift -13 lbs	**Jnt-4 1.5"** Gravity 40 lbs Uplift -12 lbs
	HJ7 4	**Jnt-2 8.0"** Gravity 522 lbs Uplift -371 lbs	**Jnt-5 1.5"** Gravity 307 lbs Uplift -77 lbs	
	(cont) **HJ7** 4	**Jnt-4 1.5"** Gravity 150 lbs Uplift -165 lbs		
	VT1 2	**Jnt-1 63.5"** Gravity 69 lbs (plf) Uplift -29 lbs (plf)		



CONNECTOR SCHEDULE

TRUSS ID/DESCRIPTION:	CONNECTOR
A, A1, AH13, AH11, AH9, AH7, CJ5, CJ3, CJ1, HJ7, EJ7, EJ2, HJ2, BH2, VT1	* AT CMU WALL ONE (1) SIMPSON HETA20 STRAP W/(9) 10dx1-1/2"L NAILS EACH
	* AT WOOD BEAM ONE (1) SIMPSON HTS20 STRAP W/(24) 10dx1-1/2"L NAILS EACH
	* AT TRUSS TO TRUSS BY TRUSS COMPANY
WOOD BEAMS	* AT CMU COLUMN TWO (2) SIMPSON HETA20 STRAP WITH (9) 10dx1-1/2"L NAILS EACH
	* AT 2-PLY WOOD BEAM ONE (1) SIMPSON HUC410 HANGER WITH (18) 1/4"Øx2-3/4"L TITEN FASTENERS AND (10) 10d NAILS EACH
ALL ANCHORS ARE SIMPSON ANCHORS OR USP EQUIVALENT	

NOTE:
TRUSS LAYOUT DESIGN AND CERTIFICATION BY STATE OF FLORIDA LICENSED SPECIALTY TRUSS ENGINEER. ENGINEER OF RECORD DOES NOT CERTIFY TRUSS DESIGN/LAYOUT AS DEPICTED ON THESE DRAWINGS. ALL TRUSS TO TRUSS CONNECTIONS, INCLUDING TRUSSES TO GIRDERS (HANGERS) SHALL BE PROVIDED BY TRUSS COMPANY

BUILDING INFORMATION

DESIGN WIND SPEED	NOMINAL
ULTIMATE WIND VELOCITY (MPH)	170
NOMINAL WIND VELOCITY (MPH)	131.7
EXPOSURE	B
INTERNAL PRESSURE	ENCLOSED
HEIGHT ABOVE GROUND (Z) -(FT)	0.0
STANDARD WALL HEIGHT - (FT)	8.0
MEAN ROOF HEIGHT (H) - (FT)	10.7
BUILDING WIDTH (FT)	58.0
BUILDING LENGTH (FT)	29.7
ROOF SLOPE (X12)	4.0
ROOF ANGLE (DEGREES)	18.4
(A) EDGE STRIP (FT)	3.00
END ZONE (FT)	6.00

ROOF ZONE PRESSURES
ASCE 7-16

WIND LOAD DESIGN INFORMATION

						NOMINAL WIND LOAD PRESSURES	
APPLYING WIND LOAD FOR:	ZONE	OPENING ELEV.	WIDTH(FEET)	LENGTH(FEET)	EFFECTIVE WIND AREA(SQFT)	MAX POSITIVE PRESSURE (PSF)	MAX NEGATIVE PRESSURE (PSF)
HIP W/OVERHANG	1-HIP	N/A	4.0	41.0	560	15.3	-31.3
HIP W/OVERHANG	2-HIP	N/A	41.0	8	560	15.3	-76.0
HIP W/OVERHANG	3-HIP	N/A	3	3	9	21.7	-76.0

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Builders FirstSource
1602 INDUSTRIAL PARK DR
PLANT CITY FL
Phone: (813) 759-5922
Fax: (813) 752-1532
http://www.bldr.com

General Notes:
- Per ANSI/TPI 1-2007 all " Truss to Wall" connections are the responsibility of the Building Designer, not the Truss Manufacturer.
- Dimensions are Feet-Inches- Sixteenths.
- Trusses are to be 24" o.c. unless noted otherwise (U.N.O.)
- Trusses are not designed to support brick U.N.O.
- Do not cut or modify trusses without first contacting Builders FirstSource.
- Immediately contact Builders FirstSource if trusses are damaged.

Connection Notes:
- All hangers are to be Simpson or equivalent U.N.O.
- Use Manufacturer's specifications for all hanger connections U.N.O.
- Use 10d x 1 1/2" Nails in hanger connections to single ply roof girder trusses.

Floor Truss Notes:
- Shift truss as required to avoid plumbing traps.
- Installation Contractor and/or Field Supervisor are to verify all dimensions, trap locations, and options prior to installation

Dimension Notes:
- Drawing not to scale. Do not scale dimensions

TNT BUILDERS OF SOUTH FLORIDA MARCELLINO DUPLEX

Designed By: LR
Layout: 2328861_LAY
Date: 04/30/20
Revision History:
Rev1: 05/28/20
Rev2: [???]
Rev3: [???]

Comments:""

SCALE: 1/8" = 1'-0"

SHEET 1of 1

REVISIONS
1 10-5-23
2 ***
3 ***

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ENGINEERING AND DESIGN CONCEPTS, INC.
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-DUPLEX FOR-
MARCELLINO
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ENGINEER OF RECORD
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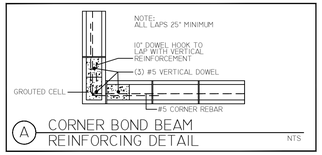
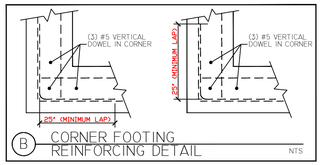
A5
SHEET 5 OF 8

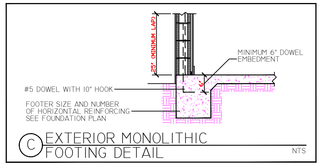
DRAWN BY:
DANIEL FRECHETTE



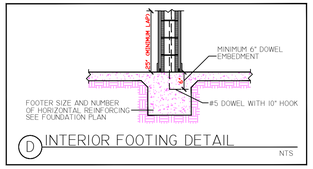
A CORNER BOND BEAM REINFORCING DETAIL NTS



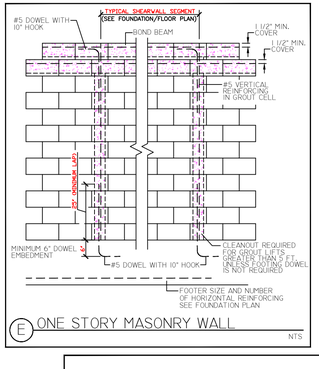
B CORNER FOOTING REINFORCING DETAIL NTS



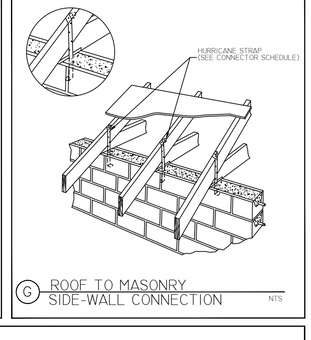
C EXTERIOR MONOLITHIC FOOTING DETAIL NTS



D INTERIOR FOOTING DETAIL NTS

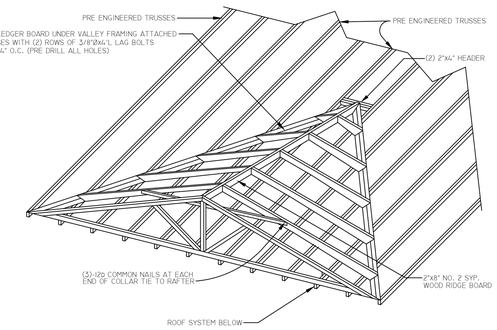


E ONE STORY MASONRY WALL NTS



G ROOF TO MASONRY SIDE-WALL CONNECTION NTS

GENERAL VALLEY NOTES:
(1) ALL RAFTERS TO BE 2"x6" NO. 2 SYP. AT 24" O.C. MAX
(2) ANY RAFTER LENGTHS OVER 16'-0" CLEAR SPAN TO HAVE 2" X 4" COLLAR TIE AT HALF SPAN (UP TO 16'-0")
(3) RIDGE BOARD SHALL BE 2"x8" NO. 2 SYP.
(4) ATTACH RAFTERS 4'-0" OR LONGER TO RIDGE BOARD & LEDGER BOARD USING (1) SIMPSON # H3 ANCHORS WITH (8) 8d NAILS. ALL OTHERS TOE-NAIL WITH 12d NAILS. STAGGERING OF RAFTERS INTO RIDGE IS PERMITTED (+/- 3").
(5) COMPLETE PLYWOOD DECKING REQUIRED UNDER VALLEY FRAMING WHEN USED WITH ATTACHED, PARTIALLY ENCLOSED STRUCTURE. (EXAMPLE: PORCH AND OR ENTRY'S, ETC.)



U VALLEY FRAMING DETAIL NTS

GENERAL NOTES: MASONRY

1. ALL CONSTRUCTION WORKMANSHIP AND MATERIALS SHALL CONFORM TO "SPECIFICATIONS FOR MASONRY STRUCTURES" (ACI 530-92/ASCE 7-16/ TMS 402-92. (LATEST EDITIONS)
2. COURSE GROUT (SIZE 8) SHALL BE USED IN CONFORMANCE TO THE REQUIREMENTS OF ASTM C476-83 "STANDARD SPECIFICATIONS FOR GROUT OF REINFORCED AND NON-REINFORCED MASONRY".
3. CONCRETE MASONRY SHALL BE NORMAL WEIGHT, GRADE N, TYPE I OR II, CONFORMING WITH ASTM C90-85 "STANDARD SPECIFICATIONS FOR HOLLOW LOAD BEARING CONCRETE MASONRY UNITS".
4. THE NET AREA COMPRESSIVE STRENGTH OF MASONRY UNITS (f'm) SHALL BE 1900 PSI USING TYPE M OR S MORTAR.
5. THICKNESS OF MORTAR BED SHALL NOT EXCEED 5/8".
6. HORIZONTAL REINFORCING SHALL CONFORM WITH ASTM A82-85.
7. MASONRY REINFORCING STEEL BARS SHALL BE CONTINUOUS WITH LAP SPLICES OF 30 BAR DIAMETERS MINIMUM.
8. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL MASONRY STRUCTURAL ELEMENTS ARE ADEQUATELY BRACED TO RESIST WIND, BACKFILLING, SOIL COMPACTION, AND OTHER CONSTRUCTION AS WELL NATURAL OCCURING FORCES ORDINARILLY ENCOUNTERED DURING THE CONSTRUCTION PROCESS. BRACING SHALL REMAIN IN PLACE UNTIL THE STRUCTURE HAS BEEN COMPLETED.
9. MASONRY GROUT SHALL BE PROPORTIONED AND PRODUCED TO HAVE A SLUMP BETWEEN 8 AND 11 INCHES.
10. WHEN GROUT POURS EXCEED 5 FEET IN HEIGHT, PROVIDE A CLEAN-OUT HOLE AT THE BOTTOM CELL. CLEAN THE CELL BY REMOVING ALL MORTAR DEBRIS, LOOSE AGGREGATES AND ANY MATERIAL DELETERIOUS TO MASONRY GROUT. INSTALL AND SECURELY TIE THE VERTICAL STEEL REINFORCEMENT TOGETHER. CLOSE THE OPENING AFTER INSPECTION.

GENERAL NOTES: WOOD

1. ALL FRAMING CONSTRUCTION, WORKMANSHIP AND MATERIALS (INCLUDING TRUSSES) SHALL CONFORM WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE REFERENCES LISTED BELOW:
"AMERICAN INSTITUTE OF TIMBER CONSTRUCTION" THIRD EDITION 1985
"NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION "1991 AND SUPPLEMENT
"U.S. PRODUCT STANDARD PS 1" OR APA PRP- 108 PERFORMANCE STANDARDS "MANUAL FOR HOUSE FRAMING, WOOD CONSTRUCTION DATA NO. 1 "NATIONAL FOREST PRODUCTS ASSOCIATION.
2. ALL TRUSS BEAM AND COLUMN MEMBERS SHALL BE SPECIES AND GRADES OF LUMBER WHICH WILL PRODUCE DESIGN VALUES EQUAL TO OR GREATER THAN VALUES FOR SOUTHERN YELLOW PINE NO. 2, 19% MAX. M.C.
3. GALVANIZED METAL HANGERS AND FRAMING ANCHORS SHOWN ON THE PLANS SHALL BE USED AND SHALL BE FASTENED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS, SUBSTITUTIONS REQUIRE ENGINEER'S APPROVAL.
4. ANCHORING AND NAILING NOT IDENTIFIED SHALL COMPLY WITH THE NAILING SCHEDULE GIVEN WITHIN "MANUAL FOR HOUSE FRAMING", AND 2020 FLORIDA BUILDING CODE 7th EDITION
5. A MINIMUM OF TWO STUDS SHALL BE INSTALLED ADJACENT TO ALL OPENINGS IN EXTERIOR AND LOAD BEARING WALLS AND BENEATH ALL BEAM & GIRDER BEARING POINTS.
6. TRUSSES SHALL BE SIZED AND DETAILED IN ACCORDANCE WITH THE DIMENSIONS AND LOADS INDICATED.
7. TRUSS SHOP DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED BY A FLORIDA LICENSED ENGINEER FOR REVIEW PRIOR TO FABRICATION. THE SPECIALTY ENGINEER SHALL SPECIFY BLOCKING AND BRACING N NECESSARY TO WITHSTAND WIND LOADS DETERMINED USING ASCE 7-16.
8. AS A MINIMUM, ROOF SHEATHING SHALL CONSIST OF 19/32" (NOMINAL) APA 40/20 SPAN RATED, EXPOSURE 1 SHEATHING
9. EXTERIOR WOOD FRAME WALLS SHALL BE SHEATHED WITH 15/32" APA SPAN RATED, EXPOSURE 1 PLYWOOD OR 7/16" O.S.B. THE SHEATHING SHALL BE ATTACHED TO FRAMING MEMBERS WITH 8d NAILS AT 6" O.C.
10. EXTERIOR AND INTERIOR LOAD BEARING WALLS SHALL BE FRAMED WITH 2X4 MEMBERS AT 16" O.C. MAX. SPACING FOR MAX. 8' HIGH PARTITIONS. FOR HEIGHTS ABOVE 8' REFER TO WALL SECTIONS. STUDS SHALL BE SPRUCE-PINE-FIR #2 OR SPECIES WITH EQUAL OR GREATER DESIGN VALUES.
11. ALL PRESSURE TREATED LUMBER SHALL BE SOUTHERN YELLOW PINE #2 19% MAX. M.C. IN ACCORDANCE WITH AWPA STANDARDS C1,C2 AND C9 LATEST EDITIONS, WITH A WATERBORNE PRESERVATIVE IN ACCORDANCE WITH STANDARD P5. ALL NAILS AND SCREWS SHALL BE STAINLESS STEEL OR GALVANIZED.
12. WHERE DRAWING INDICATES APPLIED EXTERIOR FINISH OVER APPROVED WATER BARRIER OVER WOOD FRAMING MEMBERS. OWNER IS RESPONSIBLE TO INSTALL ALL REQUIRED SEALANT, FLASHING, ETC. TO MAINTAIN WATER-PROOF INTEGRITY TO PREVENT MOISTURE INFILTRATION INTO STRUCTURE. OWNER IS RESPONSIBLE FOR PERIODIC MAINTENANCE AND UPKEEP OF EXTERIOR APPLIED FINISH TO MAINTAIN WATERPROOF INTEGRITY TO PREVENT DAMAGE TO INTERIOR COMPONENTS.
13. WATER-RESISTIVE BARRIER.
EXTERIOR WALLS OF FRAME CONSTRUCTION RECEIVING A VENEER SHALL BE PROVIDED WITH A WATER-RESISTIVE BARRIER. THE WATER RESISTIVE BARRIER SHALL BE A MINIMUM OF ONE LAYER OF NO. 15 ASPHALT FELT, COMPLYING WITH ASTM D 226 FOR TYPE 1 FELT, SHALL BE ATTACHED TO THE SHEATHING, WITH FLASHING IN SUCH A MANNER AS TO PROVIDE A CONTINUOUS WATER-RESISTIVE BARRIER BEHIND THE EXTERIOR WALL VENEER.

WHERE CEMENT PLASTER (STUCCO) IS TO BE APPLIED TO LATH OVER FRAME CONSTRUCTION, MEASURES SHALL BE TAKEN TO PREVENT BONDING BETWEEN THE CEMENT PLASTER AND THE WATER-RESISTIVE BARRIER. A BOND BREAK SHALL BE PROVIDED BETWEEN THE WATER-RESISTIVE BARRIER AND THE CEMENT PLASTER (STUCCO) CONSISTING OF ONE OF THE FOLLOWING:
1. TWO LAYERS OF AN APPROVED WATER-RESISTANT BARRIER; OR
2. ONE LAYER OF AN APPROVED WATER-RESISTANT BARRIER OVER AN APPROVED PLASTIC HOUSE WRAP; OR
3. OTHER APPROVED METHODS OR MATERIALS APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

A CORROSION RESISTANT WEEP SCREED WITH A MINIMUM VERTICAL ATTACHMENT FLANGE OF 3 ½ INCHES SHALL BE PROVIDED AT OR BELOW THE FOUNDATION PLATE LINE ON ALL EXTERIOR STUD WALLS. THE SCREED MUST BE PLACED AT A MINIMUM OF 4 INCHES ABOVE THE EARTH OR 2 INCHES ABOVE PAVED AREAS AND SHALL BE OF A TYPE THAT WILL ALLOW TRAPPED WATER TO DRAIN TO THE EXTERIOR OF THE BUILDING.

GENERAL NOTES: CONCRETE

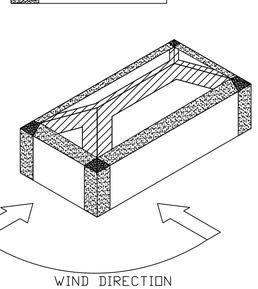
1. ALL CONCRETE CONSTRUCTION WORKMANSHIP AND MATERIAL SHALL COMPLY WITH THE REQUIREMENTS OF ACI 318-19 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."
2. ALL CONCRETE SHALL BE TYPE I OR II PORTLAND CEMENT COMPLYING WITH ASTM C150 AND SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH SHOWN BELOW:

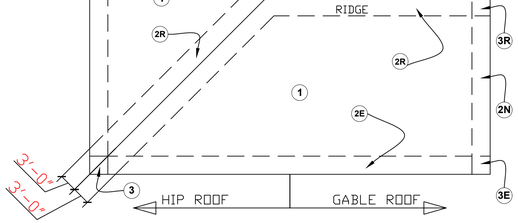
FOUNDATIONS & SLABS	3000 PSI
BEAMS	3000 PSI
MASONRY	3000 PSI

3. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A 615-87 GRADE 60. BARS SHALL BE FREE OF RUST, MILL SCALE, PAINT OR OTHER COATINGS THAT WILL REDUCE CONCRETE BOND.
4. ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN WITH ACT 315-80 (REVISED 1986) "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT."
5. ALL BAR SPLICES, DOWELS AND CONCRETE COVERAGE SHALL MEET THE REQUIREMENTS OF ACI 318-89 / 318R-89 "BUILDING CODE AND COMMENTARY FOR REINFORCED CONCRETE."
6. BEAMS OVER MASONRY OPENINGS SHALL HAVE CONTINUOUS TOP AND BOTTOM REINFORCEMENT. LAP SPLICES IN BOTTOM BARS SHALL OCCUR OVER SUPPORTS. TOP BARS SHALL LAP AT MID-SPAN.
7. CONCRETE BEAMS AND SLABS SHALL BE FINISHED LEVEL AND TO THE ELEVATIONS SHOWN ON THE DRAWINGS.
8. CALCIUM CHLORIDE SHALL NOT BE USED IN ANY FORM.
9. UNLESS OTHERWISE PERMITTED OR SPECIFIED, CONCRETE SHALL BE PROPORTIONED AND PRODUCED TO HAVE A SLUMP OF 4 INCHES +/- 1 INCH.

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER-BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/ OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE - DO NOT SCALE DRAWINGS.
5. FLASHING SHALL BE PROVIDED PER FIELD CONDITONS.
6. MOISTURE PROTECTION SHALL BE PROVIDED BETWEEN ALL MASONARY AND NON PRESSURE TREATED WOOD SURFACES.
7. A 1/2" DIAMETER X 10 " LONG MINIMUM WEDGE ANCHOR MAY BE USED IN LIEU OF 1/2" DIAMETER J-BOLTS, AT FOUNDATION
8. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS LISTED.
9. THE GENERAL CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION SHOWN ON THE DRAWINGS. ANY QUESTIONS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION TO THE ENGINEER BEFORE STARTING CONSTRUCTION.
10. THE STRUCTURE HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF 2020 FLORIDA BUILDING CODE 7th EDITION
11. FOUNDATION AND SLAB ARE TO BE FORMED UPON SOIL WITH A MINIMUM SAFE BEARING CAPACITY OF 2000 PSF.
12. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO UNIFORMLY PROVIDE THE BEARING CAPACITY UNDER ALL FOUNDATIONS.
13. THE CONTRACTORS SHALL HIRE A GEOTECHNICAL ENGINEER TO RECOMMEND SOIL IMPROVEMENTS REQUIRED TO OBTAIN THE MINIMUM SAFE BEARING CAPACITY STATED ABOVE.





RSRS = ROOF SHEATHING RING SHANK

1	RSRS .131" X	2-1/2" @ 6" O.C. EDGES, 6" O.C. FIELD
2E 2N	RSRS .131" X	2-1/2" @ 4" O.C. EDGES, 6" O.C. FIELD
2R 3R	RSRS .131" X	2-1/2" @ 4" O.C. EDGES, 6" O.C. FIELD
3 3E	RSRS .131" X	2-1/2" @ 4" O.C. EDGES, 6" O.C. FIELD

ROOF ZONE NAIL SCHEDULE N.T.S.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD F. SHINSKIE, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

REVISIONS
1 10-5-23
2 ***
3 ***

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ENGINEER OF RECORD
EDWARD F. SHINSKIE, PE
4707 WILD TURKEY ROAD
MIMS, FLORIDA 32754
FLORIDA PE# 47515
PH. 321-863-3223

SHEET 6 OF 8
DRAWN BY
DANIEL FRECHETTE

PANEL SCHEDULE — SINGLE-PHASE

X 120/240V-1PH-3W
___ 120/208V-1PH-3W

M.C.B. AMPS: ____ A/C: ____

M.L.O. BUS AMPS: 150 AMP INT. A/C: 10,000

CKT #	CIRCUIT ID NAME	BKR:WIRE A/P:SIZE	A PHASE	B PHASE	WIRE:BKR A/P:SIZE	CIRCUIT ID NAME	CKT #
1	RANGE	40 : 8		8	40	ACU-1	2
3	" "	" "			" "	" "	4
5				6	60	AHU-1	6
* 7	REF.	20 : 12			" "	" "	8
* 9	KIT. RECEPTS.	20 : 12		10	30	DRYER	10
* 11	DISHWASHER	20 : 12			" "	" "	12
* 13	HOOD	20 : 12		12	20	WASHER	14 *
* 15	KITCHEN LTS.	15 : 14		14	15	M. BED LTS./ RECEPTS.	16 *
* 17	HALL LTS./ RECEPTS.	15 : 14		14	15	M. BATH LTS.	18
19				12	20	M. BATH GFCI	20
21	EXT. LTS.	20 : 12		14	15	LIVING RM./FOYER LTS./RECEPTS.	22 *
23	WATER HEATER	30 : 10		14	15	SMOKE DETECT.	24 *
25	" "	" "		14	15	EXT. GFCI	26
* 27	BED #2 LTS./ RECEPTS.	15 : 14		14	15	BATH #2 LTS.	28
29				12	20	BATH #2 GFCI	30
31							32
33							34
35							36
37							38
39							40
41							42
TOTAL KVA PER PHASE							
MAXIMUM PHASE AMPS							

* NOTE:
BRANCH CIRCUITS THAT SUPPLY 120-VOLT, SINGLE-PHASE, 15- AND 20-AMPERE OUTLETS INSTALLED IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUN-ROOMS, RECREATIONS ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS AND SIMILAR ROOMS OR AREAS SHALL BE AFCI/GFCI PROTECTED PER THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION, 2018 NFPA70, AND 2017 NEC

SERVICE CALCULATIONS

DATE: 12/6/2022
CONTRACTOR:
RESIDENCE FOR:
ADDRESS:

ITEM	QUANTITY	VA PER			
GEN. LIGHTING/RECEPT. LOAD = SFLA @ 3 VA	860.00	3.00	2580.00	VA	
LAUNDRY @1500 VA EA.	1.00	1500.00	1500.00	VA	
KITCHEN SABC @ 1500 VA EA	3.00	1500.00	4500.00	VA	
RANGE	1.00	10000.00	10000.00	VA	
DRYER	1.00	5000.00	5000.00	VA	
WATER HEATER	1.00	4500.00	4500.00	VA	
DISHWASHER	1.00	1200.00	1200.00	VA	
HOOD	1.00	400.00	400.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
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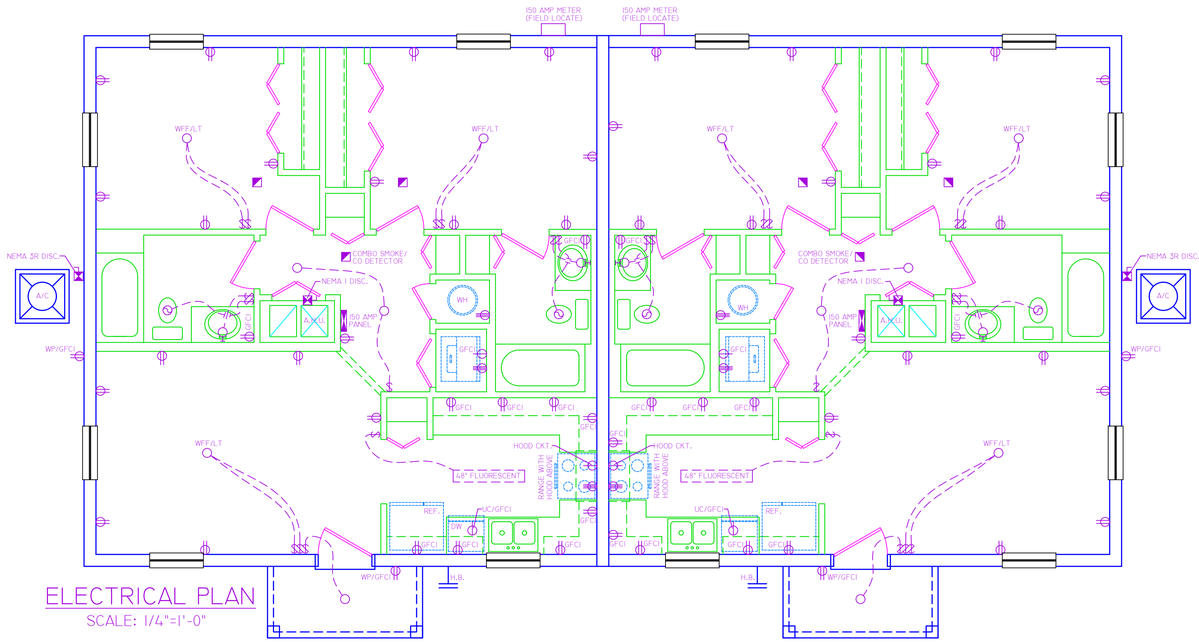
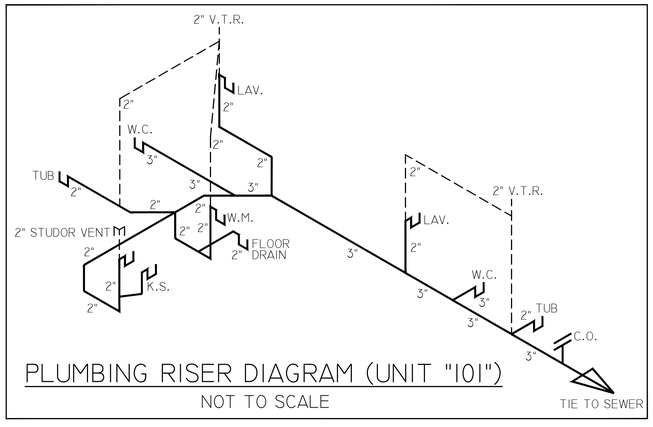
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
			0.00	VA	
		TOTAL	29680.00	VA	
1ST 10 KW @ 100%			10000.00	VA	10000.00 VA
BALANCE AT 40%			19680.00	VA	7872.00 VA
ADD HEAT/AC-HEAT - 100% LOAD	TOTAL				
HEAT 5 KW EA @100%	5000	VA	@ 100%		5000.00 VA
A/C 38A RLA @240V EA	30.00	A	240.00	V	7200.00 VA
		TOTAL			30072.00 VA
SERVICE SIZE LOAD (VA) / 240V =	30072.00	VA	240.00	V	125.30 AMP

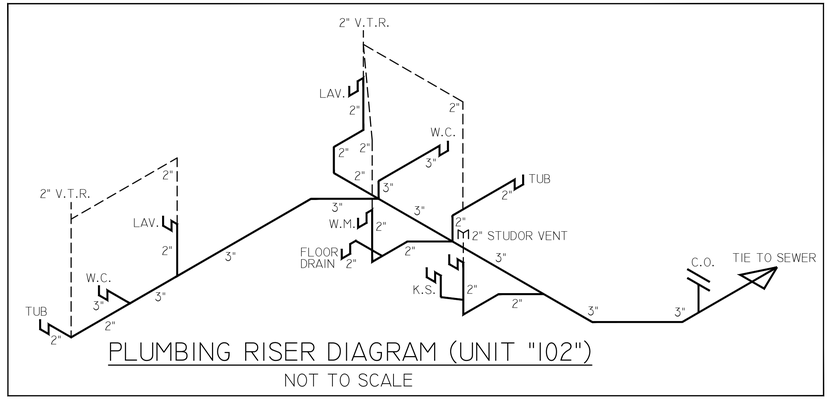
INSTALL 150 AMP SERVICE



ELECTRICAL PLAN
SCALE: 1/4"=1'-0"



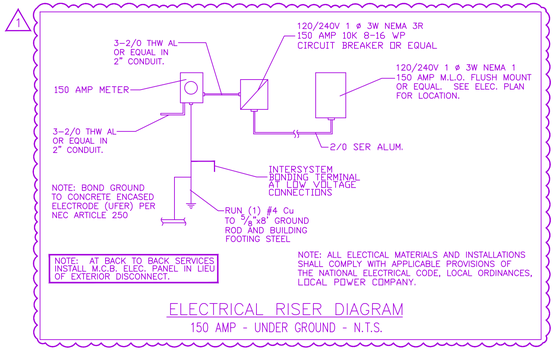
PLUMBING RISER DIAGRAM (UNIT "101")
NOT TO SCALE



PLUMBING RISER DIAGRAM (UNIT "102")
NOT TO SCALE

EAC CARBON MONOXIDE PROTECTION.
(1) DEFINITIONS: FOR PURPOSES OF THIS RULE, THE FOLLOWING DEFINITIONS SHALL APPLY:
(a) CARBON MONOXIDE ALARM. A DEVICE FOR THE PURPOSE OF DETECTING CARBON MONOXIDE, THAT PRODUCES A DISTINCT AUDIBLE ALARM, AND IS LISTED OR LABELED WITH THE APPROPRIATE STANDARD EITHER ANSI/UL 2034 - 96, STANDARD FOR SINGLE AND MULTIPLE STATION CO ALARMS, INCORPORATED HEREIN BY REFERENCE, OR UL 2075 - 04, GAS AND VAPOR DETECTOR SENSOR, INCORPORATED HEREIN BY REFERENCE, IN ACCORDANCE WITH ITS APPLICATION. BOTH DOCUMENTS MAY BE OBTAINED BY WRITING TO: CODES AND STANDARDS SECTION, DEPARTMENT OF COMMUNITY AFFAIRS, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100.
(b) FOSSIL FUEL. COAL, KEROSENE, OIL, FUEL GASES, OR OTHER PETROLEUM OR HYDROCARBON PRODUCT THAT EMITS CARBON MONOXIDE AS A BY-PRODUCT OF COMBUSTION.
(2) EVERY BUILDING FOR WHICH A PERMIT FOR NEW CONSTRUCTION IS ISSUED ON OR AFTER 7/1/08 AND HAVING A FOSSIL-FUEL-BURNING HEATER OR APPLIANCE, A FIREPLACE, OR AN ATTACHED GARAGE SHALL HAVE AN OPERATIONAL CARBON MONOXIDE ALARM INSTALLED WITHIN 10 FEET OF EACH ROOM USED FOR SLEEPING PURPOSES.
(3) IN NEW CONSTRUCTION, ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHEN SUCH WIRING IS SERVED FROM THE LOCAL POWER UTILITY. SUCH ALARMS SHALL HAVE BATTERY BACK UP.
(4) COMBINATION SMOKE/CARBON MONOXIDE ALARMS SHALL BE LISTED OR LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.
SPECIFIC AUTHORITY 553.885(2) FS. LAW IMPLEMENTED 553.72, 553.73(2), (3), (7), (9), 553.885(2) FS
HISTORY-NEW 11-18-07.

NOTE:
HVAC DESIGN/MODIFICATIONS AND ENERGY CALCULATIONS WILL BE SUBMITTED BY OWNER/ CONTRACTOR WITH THESE PLANS FOR PERMITTING



ELECTRICAL RISER DIAGRAM
150 AMP - UNDER GROUND - N.T.S.

PLUMBING GENERAL NOTES

1.0 PROVIDE ALL LABOR AND MATERIALS AS REQUIRED TO PROVIDE A FULLY FUNCTIONING AND COMPLETE DOMESTIC WATER DISTRIBUTION, AND SANITARY DRAINAGE SYSTEM AS INDICATED ON DRAWINGS. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT. FINAL LOCATIONS OF EQUIPMENT SHALL BE FIELD DETERMINED.

2.0 ALL MATERIALS SHALL BE NEW AND APPROVED BY APPROPRIATE CODES.

3.0 EXTEND SERVICE TO WATER METER AND PROVIDE SHUT OFF VALVE IN VALVE BOX OUTSIDE BUILDING. FIELD VERIFY.

4.0 PROVIDE AND INSTALL PLUMBING FIXTURES AS SCHEDULED IN BUILDER CONTRACT.

5.0 DO NOT SCALE FOR THE EXACT FIXTURES, PIPING, EQUIPMENT, ETC.

6.0 COORDINATE WORK WITH OTHER TRADES TO AVOID INTERFERENCE WITH CONSTRUCTION PROGRESS.

7.0 WATER PIPING TO BE CPVC

8.0 FURNISH AND INSTALL APPROVED AIR CHAMBERS OR SHOCK ABSORBERS AT EACH PLUMBING FIXTURE GROUP.

9.0 USE APPROVED INSULATING UNION FOR JOINED DISSIMILAR METALS.

10.0 FURNISH AND INSTALL CONDENSATE DRAIN PIPING TO A POINT WITHIN 5 FT OF A/C UNIT AND ON TO AN APPROVED DISCHARGE POINT.

EXHAUST FAN VENT/DRYER VENT NOTES

ALL BATHROOM EXHAUST FAN VENTS SHALL EXTEND FROM UNIT UP THRU ROOF TO EXTERIOR AND TERMINATE WITH WEATHERPROOF CAP/GRILLE, OR OUT THROUGH SOFFIT AND TERMINATE WITH WEATHERPROOF CAP/GRILLE

DRYER PIPE VENTING SHALL EXTEND FROM UNIT OUT THRU ADJACENT EXTERIOR WALL (WHERE APPLICABLE) AND TERMINATE WITH WEATHERPROOF CAP/GRILLE.
WHERE UNABLE TO EXTEND THRU ADJACENT EXTERIOR WALL, DRYER VENT SHALL EXTEND FROM UNIT UP THRU ROOF TO EXTERIOR AND TERMINATE WITH WEATHERPROOF CAP/GRILLE.

ELECTRICAL SYMBOLS

$	SINGLE POLE SWITCH		LIGHT FIXTURE
$3	THREE POLE SWITCH		WALL MOUNT FIXTURE
$4	FOUR POLE SWITCH	R	RECESSED FIXTURE
$D	DIMMER SWITCH	E	EYEBALL FIXTURE
	SINGLE OUTLET	PC	PULL CHAIN
	DUPLEX OUTLET		TRACK LIGHTING LENGTH AS INDICATED
	SWITCHED DUPLEX		FLOOD LIGHTS
	220 OUTLET		EMERGENCY LIGHT
	QUAD OUTLET		FLUORESCENT LENGTH AS INDICATED
	TELEPHONE	WP	WIRE FOR FAN
	TELEVISION	WP/LT	WIRE FOR FAN WITH LIGHT
	SMOKE DETECTOR	WP	INDICATES WATERPROOF
	ELECTRICAL PANEL	GFCI	INDICATES GROUND FAULT CKT. INTERRUPTER
	EXHAUST FAN	AFCI	INDICATES ARC FAULT CIRCUIT INTERRUPTER
T	THERMOSTAT	42	INDICATES HEIGHT ABOVE FLOOR
	INTERCOM	G.D.O.	GARAGE DOOR OPENER
	DOOR BELL BUTTON		
	DISCONNECT		
	ELECTRICAL METER		

NOTE:
ALL SMOKE DETECTORS TO BE LINKED TOGETHER SO AS TO SOUND SIMULTANEOUSLY WHEN ONE IS TRIGGERED.

NOTE:
ALL OUTLETS SHALL BE TAMPER-RESISTANT

NOTE:
PLANS COMPLY WITH THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION, 2018 NFPA 70, AND 2017 NEC

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

REVISIONS
1 9-19-23 (CITY COMMENTS)
2 10-5-23
3 ***

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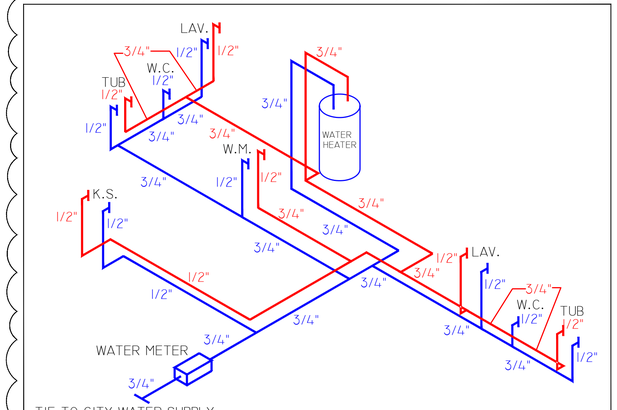
EPI

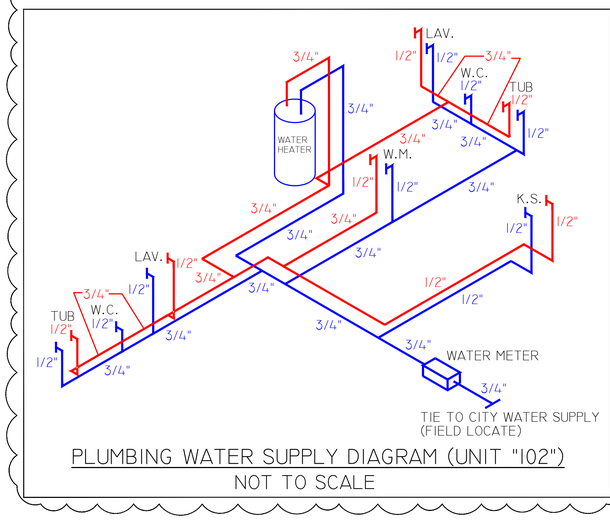
SHEET 7 OF 8

DRAWN BY:
DANIEL FRECHETTE



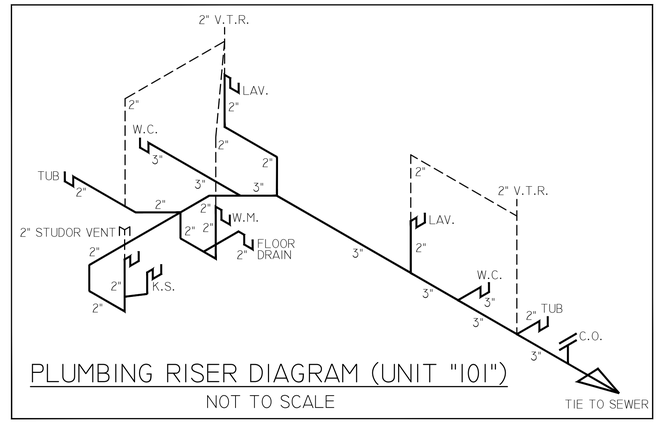
PLUMBING WATER SUPPLY DIAGRAM (UNIT "101")

NOT TO SCALE



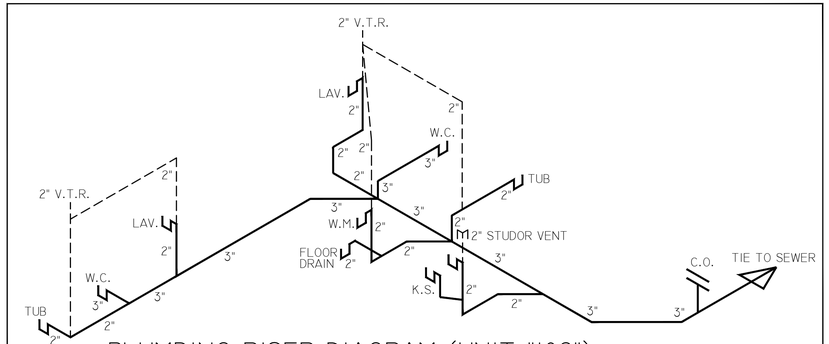
PLUMBING WATER SUPPLY DIAGRAM (UNIT "102")

NOT TO SCALE



PLUMBING RISER DIAGRAM (UNIT "101")

NOT TO SCALE



PLUMBING RISER DIAGRAM (UNIT "102")

NOT TO SCALE

PLUMBING GENERAL NOTES

1.0 PROVIDE ALL LABOR AND MATERIALS AS REQUIRED TO PROVIDE A FULLY FUNCTIONING AND COMPLETE DOMESTIC WATER DISTRIBUTION, AND SANITARY DRAINAGE SYSTEM AS INDICATED ON DRAWINGS. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT. FINAL LOCATIONS OF EQUIPMENT SHALL BE FIELD DETERMINED.

2.0 ALL MATERIALS SHALL BE NEW AND APPROVED BY APPROPRIATE CODES.

3.0 EXTEND SERVICE TO WATER METER AND PROVIDE SHUT OFF VALVE IN VALVE BOX OUTSIDE BUILDING. FIELD VERIFY.

4.0 PROVIDE AND INSTALL PLUMBING FIXTURES AS SCHEDULED IN BUILDER CONTRACT.

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7.0 WATER PIPING TO BE CPVC

8.0 FURNISH AND INSTALL APPROVED AIR CHAMBERS OR SHOCK ABSORBERS AT EACH PLUMBING FIXTURE GROUP.

9.0 USE APPROVED INSULATING UNION FOR JOINED DISSIMILAR METALS.

10.0 FURNISH AND INSTALL CONDENSATE DRAIN PIPING TO A POINT WITHIN 5 FT OF A/C UNIT AND ON TO AN APPROVED DISCHARGE POINT.

GENERAL NOTES

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3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

REVISIONS
1 10-5-23 (CITY COMMENTS)
2 ***
3 ***

2115 PALM BAY ROAD STE. 6
PALM BAY, FL. 32905
TEL. (321) 724-0740
FAX. (321) 914-4206
EMAIL:
DANIELFRECHETTE1350
@CFL.RR.COM

EDC
ENGINEERING AND DESIGN CONCEPTS, INC.

-DUPLEX FOR-
MARCELLINO
BUILDING I
508 N. 16TH ST. FORT PIERCE, FL 34950

EP2

SHEET 8 OF 8

-DRAWN BY-
DANIEL FRECHETTE

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-011**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1204 AVENUE E**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **2:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: TELCO INVESTMENTS LLC **Mailing Address:** P.O. BOX 742371 Boynton Beach, Florida 33474	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** X Terry Coley **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** Terry Coley
Type of Entity (Select one): **Corporation** LLC **Partnership** **Proprietorship**	**Title:** Manager
Incorporated in the State of: New Mexico **Year:** 2013	**Delivery in _____ days, After Receipt Order**
Phone Number: 786 508-5400	**Payment Terms:**
Fax Number:	**FEIN or SS Number:** 80-0961875
E-Mail Address: telco_inv@yahoo.com	**Local Business:** X Y ___N **MWBE:** X Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-011

I/we propose to purchase property located at: 1204 Avenue E

PROPOSED SUBMITTED BY:

Legal Name (s): TELCO INVESTMENTS LLC

Address: P.O. BOX 742371 Boynton Beach, Florida 33474

Day time Phone Number: _____ Mobile Number: 786 508-5400

Email: telco_inv@yahoo.com

INTENDED USE:
I/we propose to use the property for:

New Construction, One three bedroom Fourplex

Will this property be your prime residence? _____ Yes ___X___ No

If not above, what do you intend to develop the property for : ___X___ Rental _____ Resale ____
_____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

New Construction, Two Fourplexes I own the lot next to this one 1200 AveE

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 1,200,000.00

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $ 25,000.00 for the property.

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?	X	
Is the proof of Financial Ability/Letter from financial institution included?	X	
Does the Development Plan included:		
Preliminary building plans included	X	
Timeline to complete the construction project	12 months	
Construction cost estimates included	462,602.00	
Landscaping plans	X	
Property development utilization	Yes	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	Yes	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	Yes	
Proposal envelope is marked accordingly	Yes	

PLEASE SIGN AND RETURN WITH PROPOSAL: Terry Coley

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

X Yes	___No	**Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.
X Yes	___No	**Timeline to complete construction project**
X Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
X Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
___Yes	X No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
X Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Terry Coley

Bidder of Authorized Representative

Terry Coley

Typed Name

OCTOBER 28,2023

Date

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

X Yes	___No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
X Yes	___No	**Timeline to complete construction project**
X Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
X Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
___Yes	X No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
X Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

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Terry Coley

Bidder of Authorized Representative

Terry Coley

Typed Name

OCTOBER 28,2023

Date

TELCO INVESTMENTS LLC

Specializing in Income Diversification

October 30, 2023

SUMMARY

I Terry Coley is a license real estate broker I have been in the real estate business for over 40 years since 2015 I have been developing properties I build four properties to date here in Fort Pierce 511 & 513 N 9th Street ,510 Dundas Court, 5309 Winter Garden Parkway I have 7 other lots I'm planning to develop I own the lot 1200 Ave E Which is next to the lot up for bid 1204 Ave E I like to build the same units as 511 & 513 N 9th Street on those two lots.

Your Truly,

Terry Coley

Terry Coley

FINANCE *of* AMERICA
— COMMERCIAL —
by Roc360

October 27, 2023

PROOF OF FUNDS

Applicant: Telco Investments LLC

After review and verification of applicant experience, credit, and financial statements, Finance of America Commercial has approved Telco Investments LLC for an exposure limit of $2,000,000.

This approval pertains to the acquisition, renovation and construction of 1 – 4 unit investment properties. Final funding for each property is subject to our complete underwriting of the property appraisal, title and in-place insurance.

Please feel free to reach out with any questions.

Michael Royal

Michael Royal
VP – Account Executive
301 466 8091
Michael.Royal@FACOLending.com

CHDO BY SUNRISE CITY, INC.

5115 NORTH DIXIE HIGHWAY
Pompano Beach, Florida 33069
(561)702-6557 Cell
sunrisechdo@gmail.com

Residence

Toby T. Philpart -President
License# CRC1332466

Bid Proposal:

Date: October 30, 2023
Estimate: 2023-82
Expiration Date: September 30, 2024

Owner: **Telco Investments LLC**
Address: 1204 Ave E
City/State: Fort Pierce, FL 34950
Project: New Duplex

Scope of Work:

Plans, Architect, Engineer $24,000.00	$22,717.00 Permits
Site Prep, Clearing, Grading, Demolition	$15,000.00
Foundation/Structural, Concrete, Walls	$40,000.00
Framing, Trusses, Sheathing	$33,000.00
Roof	$25,000.00
Exterior Windows & Doors	$16,787.00
Plumbing Rough-In	$18,000.00
Electrical Rough-In	$20,000.00
HVAC Rough-In	$18,000.00
Exterior Finish (Sliding, Veneer, Paint)	$16,000.00
Insulation (Walls & Ceiling)	$ 6,000.00
Interior Walls & Ceiling (Includes wall tile)	$14,000.00
Cabinets/Vanities (Countertops)	$20,000.00
Interior Trim, Doors, Mirrors	$ 9,000.00
Interior Paint	$ 8,000.00
HVAC: Finish (Furnace, condenser)	$ 6,500.00
Floor covering (carpet, vinyl, wood, tile)	$12,000.00
Plumbing: Fixture	$ 7,500.00
Electrical: Fixture	$ 5,000.00
Appliances	$10,000.00

Concrete (garage, driveway, walks)	$ 16,000.00
Water/Sewer (includes well, septic and city): Connections Rough-in	$ 8,000.00
Deck/Patio/Pool/Other Exterior Structures	$ 3,000.00
Landscaping	$ 7,000.00
Property Budget	$ 385,502.00
Contractors Fee	$ 38,550.00
Contingency Fee	$ 38,550.00
Total	$ 462,602.00

All proposals are guaranteed to be specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders , and will become an extra charge over and above the proposal. All agreement contingent upon strikes, accidents, or delays beyond our control. This proposal will need to be accepted no later than (5) calendar days after bid submitted or it is void thereafter at the option of the Undersigned.

Authorized Signature: Toby Phelps Date: 10/30/2023

CHDO BY Sunrise City, Inc.

Accepted Signature: Terry Cidey Date: October 30, 2023

Telco Investments, LLC

DUPLEX - RESIDENTIAL HOUSING

513 NORTH 9th STREET,
FT. PIERCE, FL 34950

PROJECT INFORMATION

DRAWING INDEX

A-00 GENERAL NOTES
A-01 SITE PLAN
A-02 PROPOSED FLOOR PLAN (LEFT SIDE), ENLARGED PORCH PLAN
A-03 PROPOSED FLOOR PLAN (RIGHT SIDE)
A-04 ELEVATIONS (LEFT)
A-05 ELEVATIONS (RIGHT)
A-06 3-D PERSPECTIVES
A-07 CEILING PLAN & DETAILS
A-08 PARKING DETAIL PAGE
A-09 DETAILS
A-10 SCHEDULES

CODE RESEARCH

GOVERNING CODE	Florida Residential Building Code 2017, 6th Edition
BUILDING HEIGHT	17'-0" Approximately
PROJECT AREA HOUSE	4,020 S.F.
TYPE OF CONSTRUCTION	Type III-B
OCCUPANCY CLASSIFICATION	R-3
SETBACKS	Front: 10'-0" Rear: 10'-0" Side: 6'-0"
FOLIO:	
LEGAL DESCRIPTION	
SCOPE OF WORK	CONSTRUCTION OF NEW 3 BEDROOM DUPLEX. NEW INTERIOR AND EXTERIOR WALLS, FOUNDATION, SLAB, ROOF, NEW ELECTRICAL, PLUMBING, MECHANICAL AND PARKING LOT WITH GREEN SPACE.

SYMBOLS

IDENTIFICATION NUMBER / SHEET NUMBER — DETAIL SYMBOL

IDENTIFICATION NUMBER / SHEET NUMBER — SECTION SYMBOL

SHEET NUMBER / ELEVATION NUMBER — INTERIOR ELEVATIONS

ENLARGED PLAN/ CALL OUT

A-2 — ELEVATION

1 — KEY NOTE

1 — DOOR SYMBOL

A — WINDOW SYMBOL

1 — WALL TYPE

EXISTING WALL

NEW WALL

EXISTING WALLS TO BE REMOVED

BATT INSULATION

FIRE RATED WALL

LOCATION MAP



SITE

GENERAL NOTES

THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IN WRITTING PRIOR TO SUBMITTING HIS BID.

THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO THE SUBMISSION OF ANY BIDS, AND VERIFY THE ARCHITECTS DIMENSIONS, DETAILS AND INFORMATION PERTAINING TO THE PROJECT. IF ANY DISCREPANCIES, CONFLICTING INFORMATION, ERRORS OR OMISSIONS ARE PRESENT, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER IMEDIATELY IN WRITTING. ANY DISCREPANCY, OR CONFLICT NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER PRIOR TO THE FINAL BID SUBMISSION SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL CARRY PUBLIC LIABILITY, PROPERTY, AND WORKMEN'S COMENSATION INSURANCE. VALID CERTIFICATES OF ALL SHALL BE PROVIDED.

THE CONTRACTOR SHALL INCLUDE ALL WORK NECESSARY TO ASSURE THE PROJECTS COMPLIANCE WITH THE MORT STRINGENT REQUIREMENTS OF THE FLORIDA BUILDING CODE, CURRENT LOCAL EDITION, NFPA-101 AND ALL OTHER REGULATION CODES.

THE CONTRACTOR SHALL OBTAIN ALL PERMITS, AND SECURE ALL CERTIFICATES OF INSPECTION AND OCCUPANCY THAT ARE REQUIRED BY THE GOVERNING JURISDICTION. THE OWNER SHALL RECEIVE A COPY OF THE PERMIT UPON ISSUANCE.

THE CONTRACTOR SHALL REFERENCE THE BUILDING SHELL DRAWINGS FOR ALL INFORMATION RELATIVE TO THE BUILDING SHELL AND FOR COORDINATION OF NEW WORK.

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS/VENDORS SHALL FAMILIARIZE THEMSELVES WITH AND CONFORM TO ALL REQUIREMENTS SET FORTH BY THE BUILDING OWNER OR MUNICIPALITY RELATIVE TO THE HOURS OF WORK.

THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE COORDINATION ALL SUBCONTRACTORS, SUPPLIERS AND VENDORS.

THE CONTRACTOR SHALL NOT ALLOW ON THE PROJECT ANY MATERIALS CONTAINING ASBESTOS, PETROLEUM OR PCB.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND DISTRIBUTING ALL CURRENT DRAWINGS TO THE SUBCONTRACTORS/VENDORS AS WELL AS SUPERVISING AND COORDINATING THE WORK OF ALL TRADES IN ACCORDANCE WITH THE SPECIFICATIONS AND MAKING ADJUSTMENTS IN LAYOUT AS REQUIRED. THE ARCHITECT SHALL BE NOTIFIED PRIOR TO THE EXECUTION OF THEIR REVISIONS TO AVOID CONFLICT BETWEEN TRADES FOR PROPER EXECUTION OF THE WORK.

THE CONTRACTOR SHALL INSTALL ANY APPARATUS, APPLIANCE, MATERIAL OR WORK NOT SHOWN ON THE DRAWINGS BUT MENTIONED IN THE SPECIFICATIONS , OR VICE VERSA, OR ANY INCIDENTAL ACCESSORIES NECESSARY FOR COMPLETION OF THE WORK FOR OPERATION WITHOUT ADDITIONAL EXPENSE TO OWNER.

THE CONTRACTOR SHALL COORDINATE ALL OWNER/TENANT SUPPLIED ITEMS AND INCORPERATE THE INSTALLATION INTO THE CONTRUCTION SCHEDULE.

THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY UTILITIES INCLUDING, ELECTICAL, WATER, AND TELEPHONE REQUIRED FOR THE COMPLETION OF THE PROJECT.

THE CONTRACTOR SHALL HAVE A DIGITAL CAMERA ON SITE TO DOCUMENT ANY ISSUES THAT MAY NEED TO BE CLARIFIED. THESE PICTURES SHALL BE EMAILED TO THE ARCHITECT ALONG WITH AN RFI FOR CLARIFICATION.

THE CONTRACTOR SHALL PROVIDE AT ALL TIMES PROTECTION FROM THE WEATHER AND EXCESSIVE DUST THAT MAY IN ANY WAY DAMAGE THE WORK, MATERIAL, FIXTURES, AND EQUIPMENT, OR PRESENT DANGER TO PERSONNEL. ANY WORK UNDER CONTRACT BY THE GERNERAL CONTRACTOR DAMAGED BY A FAILURE TO PROVIDE ADEQUATE PROTECTION SHALL BE REMOVED AND REPLACED WITH NEW WORK AT THE SOLE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR SHALL MAINTAIN THE JOB SITE FREE FROM RUBBISH AND DEBRIS. DISPOSAL OF ALL CONSTRUCTION DEBRIS SHALL CONFORM TO BUILDING REGULATIONS.

THE CONTRACTOR SHALL RUN FIRE RATED WALLS AND PARTITIONS TO UNDERSIDE OF RATED ROOF/CEILING ASSEMBLY ABOVE: TAPE AND SEAL JOINTS. PROVIDE FIRE DAMPERS AT DUCT PENETRATIONS AS REQUIRED BY CODE. TAPE AND SEAL OTHER PENETRATIONS TO MAINTAIN INTEGRITY OF FIRE-RATED PARTITION USING ONLY UL APPROVED MATERIAL.

THE CONTRACTOR SHALL FINISH GYPSUM WALLBOARD ABUTTING OTHER MATERIAL WITH METAL EDGE STRIPS. CONCEAL PIPING, DUCTWORK, AND CONDUIT.

THE CONTRACTOR SHALL BACK ALL ELECTRICAL CABINETS, FIRE EXTINGUISHERS, CABINETS AND OTHER RECESSED EQUIPMENT LOCATED IN FIRE-RATED WALLS WITH 5/8"TYPE 'X' GYPSUM BOARD AS REQUIRED TO MAINTAIN THE RATING.

THE CONTRACTOR SHALL PROVIDE BRACING OR BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED EQUIPMENT: CABINETS, GRILLES, DOORS, WINDOWS, ETC.. WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. METAL STUDS MAY BE USED IN LIEU OF WOOD BLOCKING.

THE CONTRACTOR SHALL NOT CUT ANY STEEL, WOOD, OR OTHER MAIN STRUCTURAL MEMBERS WITHOUT WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

ANY ROOM, WALL, FLOOR, OR CEILING FINISH NOT SCHEDULED SHALL BE ASSUMED TO BE IDENTIONTICAL TO THE CLOSEST ROOM OF SIMILAR USE AND TYPE FOR PURPOSES OF BIDDING AND CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY OBSERVED APPARENT DISCREPANCIES IN WRITTING PRIOR TO COMMENCING WITH THE WORK.

ANY DETAIL NOT SPECIFICALLY REFERENCED SHALL BE ASSUMED TO BE SIMILAR TO THAT SHOWN IN THE CLOSEST POSITION WHERE A SIMILAR CONDITIONS OCCURS FOR THE PURPOSES OF BIDDING AND CONSTRUCTION. NOTIFY THE ARCHITECT IN WRITTING OF ANY OBSERVED APPARENT DISCREPANCIES PRIOR TO COMMENCING WITH THE WORK.

WHERE TWO OR MORE DETAILS, MATERIALS, OR CONDITIONS OCCUR IN APPARENT CONFLICT, THE CONTRACTOR SHALL INCLUDE THE MOST COSTLY SOLUTION IN HIS BID AND NOTIFY THE ARCHITECT OF ANY APPARENT DISCREPANCIES PRIOR TO START OF CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE UPON COMPLETION OF THE WORK A SET OF "AS-BUILT" NEATLY MARKED UP PLANS, THE ELECTRICAL CONTRACTORS "AS-BUILT" DRAWINGS SHALL BE INCLUDED. THESE DRAWINGS SHALL BE TRANSMITTED TO THE OWNER.

BUILDER, SUBCONTRACTOR, SUPPLIER, ETC., SHALL VERIFY ALL DIMENSIONS, PLANS, SPECIFICATIONS, CONDITIONS AT JOBSITE, ETC. PRIOR TO STARTING ANY WORK AND WITHIN (7) SEVEN CALENDAR DAYS OF BUILDER'S RECEIPT OF THESE PLANS SHALL NOTIFY THE DESIGNER (IN WRITING ONLY) OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OF COMMISION OR OMISSION OR NOT). OTHERWISE THE DESIGNER WILL ASSUME NO RESPONSIBILITY FOR ANY ERRORS, AND THE BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE. NOTE: ALL DIMENSIONS ARE NOMINAL; TO FACE OF STUD, STEM WALL, OR MONOLITHIC FOOTINGS UNLESS OTHERWISE NOTED. THE DESIGNER DOES NOT HAVE ANY FIELD SUPERVISION NOR CONSTRUCTION ADMINISTRATION ON THIS PROJECT. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE DESIGNER FOR ANY PERSONAL INJURY OR DAMAGE TO THE PROJECT OR TO ADJACENT PROPERTIES AND [illegible]

NATURE OF SOIL: ASSUMED BEARING VALUES FOR UNDISTURBED SAND, OR SAND AND ROCK SOIL SHALL BE 2500 P.S.F.. THE ASSUMED SOIL CONDITIONS W/ 2500 P. S. F. IS CAPABLE OF SUSTAINING THE CONSTRUCTION OF A ONE OR TWO STORY RESIDENCE. SITE WORK: FILL UNDER ALL SLABS SHALL BE CLEAN SAND AND SHALL BE COMPACTED TO MINIMUM OF 95% DENSITY AS PER ASTM D-1557. CONTRACTOR SHALL VERIFY AFTER COMPACTION.
CONCRETE: ALL CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF 2500 P.S.I. AT 28 DAYS UNLESS NOTED OTHERWISE. CONCRETE PER ASTM C95. CONCRETE WORK PER ACI 301.

ANY CHANGES, REVISIONS, ALTERATIONS, ETC. REQUIRED TO THESE PLANS, DRAWINGS, SPECIFICATIONS, ETC. SHALL BE REQUESTED IN WRITING ONLY BY THE BUILDER OR THE OWNER TO THE DESIGNER. ANY CHANGES, REVISIONS, ALTERATIONS, DEVIATIONS, ETC. NOT MADE BY THE DESIGNER WILL FULLY, UNCON DITIONALLY AND TOTALLY RELEASE THE DESIGNER FROM ANY AND ALL RESPONSIBILITY, CLAIMS, OR LIABILITIES AGAINST THE DESIGNER FOR CULPABILITY, ETC. FROM DATE SHOWN ON PLANS ORIGIN UNTIL THE END OF TIME.

REBAR: ALL REINFORCEMENT STEEL TO BE ASTM A-615 GRADE 60, BENT, LAPPED AND PLACED IN ACCORD. WITH THESE DRAWINGS AND THE LATEST SPECIFICATIONS IN ACI 318.

CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL COORDINATION AND SHALL NOTIFY DESIGNER OF ANY DISCREPANCIES PRIOR TO POURING OF FLOOR SLABS, FOOTINGS, OR PADS.

THESE PLANS AS DRAWN AND NOTED COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.

LUMBER USED FOR JOISTS , RAFTERS , TRUSSES , COLUMNS , BEAMS AND / OR STRUCTURAL MEMBERS SHALL BE STRESS GRADE NOT LESS THAN fb = 1000 PSI UNLESS OTHERWISE SPECIFIED. REFER TO STRUCTURAL DRAWINGS.
ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED.

APPLY AND/OR INSTALL ALL PRODUCTS AND MATERIALS ACCORDING TO MANUFACTURERS PUBLISHED INSTRUCTIONS OR, IF NO INSTRUCTIONS EXIST, INSTALL PER STANDARD INDUSTRY PRACTICE'S.

SMOKE DETECTORS TO BE POWERED BY HOUSE ELECTRIC SERVICE AND HAVE BATTERY BACK-UP. MULTIPLE DETECTORS MUST BE INTERCONNECTED AS PER F.B.C. SECTION 905.2.5.

MIRRORS OVER 9 S.F. SHALL BE ANCHORED TO STUDS.

ALL VERTICAL ELEVATION DATUM FOLLOWED BY "AFF" (ABOVE FINISHED FLOOR) IS REFERENCED FROM THE 0'-0" FINISHED FLOOR. IF NOT FOLLOWED BY "AFF" THE VERTICAL ELEVATION DATUM IS REFERENCED FROM THAT ROOM'S FLOOR ELEVATION.

TRUSS MANUFACTURER SHALL SUBMIT THREE (3) COPIES OF SHOP DRAWINGS AND ENGINEERING CALCULATIONS, SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER, OF THEIR ROOF TRUSS DESIGN FOR APPROVAL INCLUDING ONE (1) COPY FOR ARCHITECT'S REVIEW PRIOR TO FABRICATION. TRUSSES TO BE DESIGNED TO CARRY LOADS OF MISCELLANEOUS EQUIPMENT. COORDINATE LOCATIONS WITH CONTRACTOR PRIOR TO FABRICATION AND INDICATE ON TRUSS DRAWINGS. IF THERE IS A DISCREPANCY ON THE DOCUMENTS THE TRUSS MANUFACTURER SHALL NOTIFY THE DESIGNER AND CLOUD THE AREA IN QUESTION ON THE TRUSS MANUFACTURER'S SHOP DRAWINGS. IF ANY DEVIATIONS ARE MADE BY THE TRUSS MANUFACTURER WITHOUT NOTIFICATION TO THE DESIGNER, TRUSS MANUFACTURER SHALL BE RESPONSIBLE FOR ANY CORRECTIONS DEEMED NECESSARY AND ABSORB ALL COSTS INCURRED. ALL CONNECTOR STRAPS SHALL BE OF GALVANIZED STEEL, ASTM A446-75 GRADE A (fy= 33,000 psi). ALL STEEL SEAT DETAILS SUPPORTING GIRDER TRUSSES SHALL BE COORDINATED WITH THE TRUSS MANUFACTURER FOR SIZE AND BOLT SPACING REQUIREMENTS. (SEE PLAN) TRUSS BRACING SHALL CONFORM TO F.B.C SECTION 2319.17.1.2 - FOR CLGS DIRECTLY ATTACHED TO UNDERSIDE OF TRUSSES, AND SECT. 2319.17.1.3 - FOR CLGS DIRECTLY ATTACHED TO 1"x3" FURRING STRIPS. TEMPORARY & PERMANENT BRACING TO BE IN ACCORDANCE WITH T.P.I. PROCEDURES.

DeMELLO ARCHITECTURE
911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

All ideas and designs indicated or represented by this drawing are the property of the DeMELLO ARCHITECTURE and were created and developed for use in connection with this specific project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person or organization for any purpose whatsoever without the written permission of this office.

DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date
4	Rework 3 - City Comments	02.23.21

Drafting:
Address: 1157 Fairlake Trace #1607,
Weston, FL. 33326
Phone: 954-200-2255
e-mail: hector@dsiflorida.com

Architect of Record: Designer
Date: -
Drawn by: Author

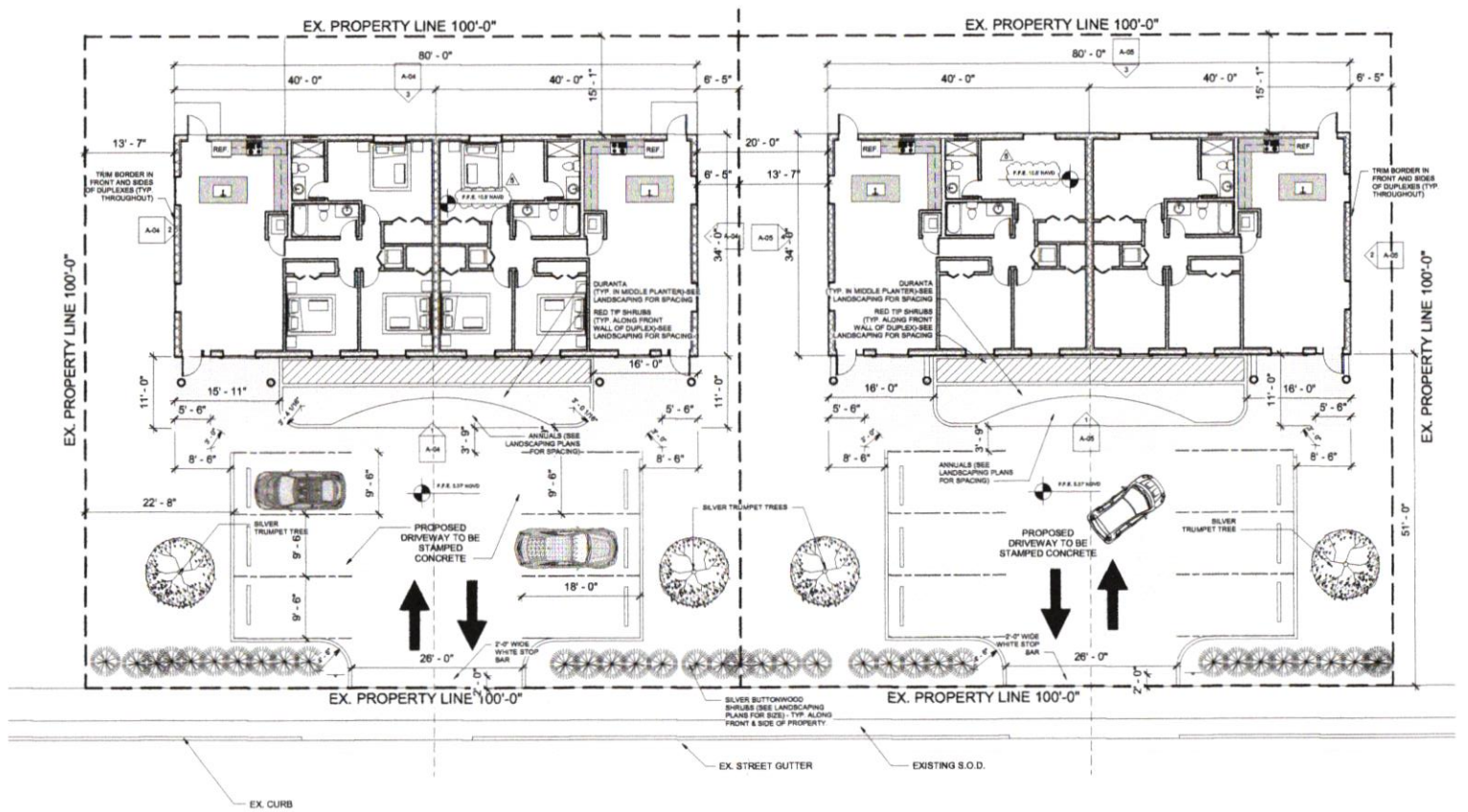
GENERAL NOTES & SITE PLAN

Project Number: 14-003

A-00

LANDSCAPING NOTE
- LANDSCAPING PLANS TO TAKE PRECEDENCE OVER THE ARCHITECTURALS. - PERSPECTIVE IS JUST FOR DEMOSTRATION OF OVERALL PROPOSED BUILDING

PERVIOUS & IMPERVIOUS AREAS:
TOTAL LOT AREA = 20,000 S.F.
PERVIOUS AREAS (GREEN) = 25% OF TOTAL LOT AREA SHALL HAVE NO LESS THAN = 5,000 S.F.
IMPERVIOUS AREA (CONCRETE) = 75% OF TOTAL LOT AREA SHALL NO MORE THAN = 15,000 S.F.
ACTUAL:
TOTAL PERVIOUS AREA (GREEN) = 9,162 S.F. (46%)
TOTAL IMPERVIOUS AREA (CONCRETE) = 10,838 S. F. (54%)



NORTH 9th STREET

① PROPOSED SITE PLAN
1/8" = 1'-0"

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DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date
3	Revision 2 - Field Condition change	03.15.21

Drafting
Address: 1157 Fairlake Trace #1807,
Weston, FL. 33326
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e-mail: hector@desflorida.com

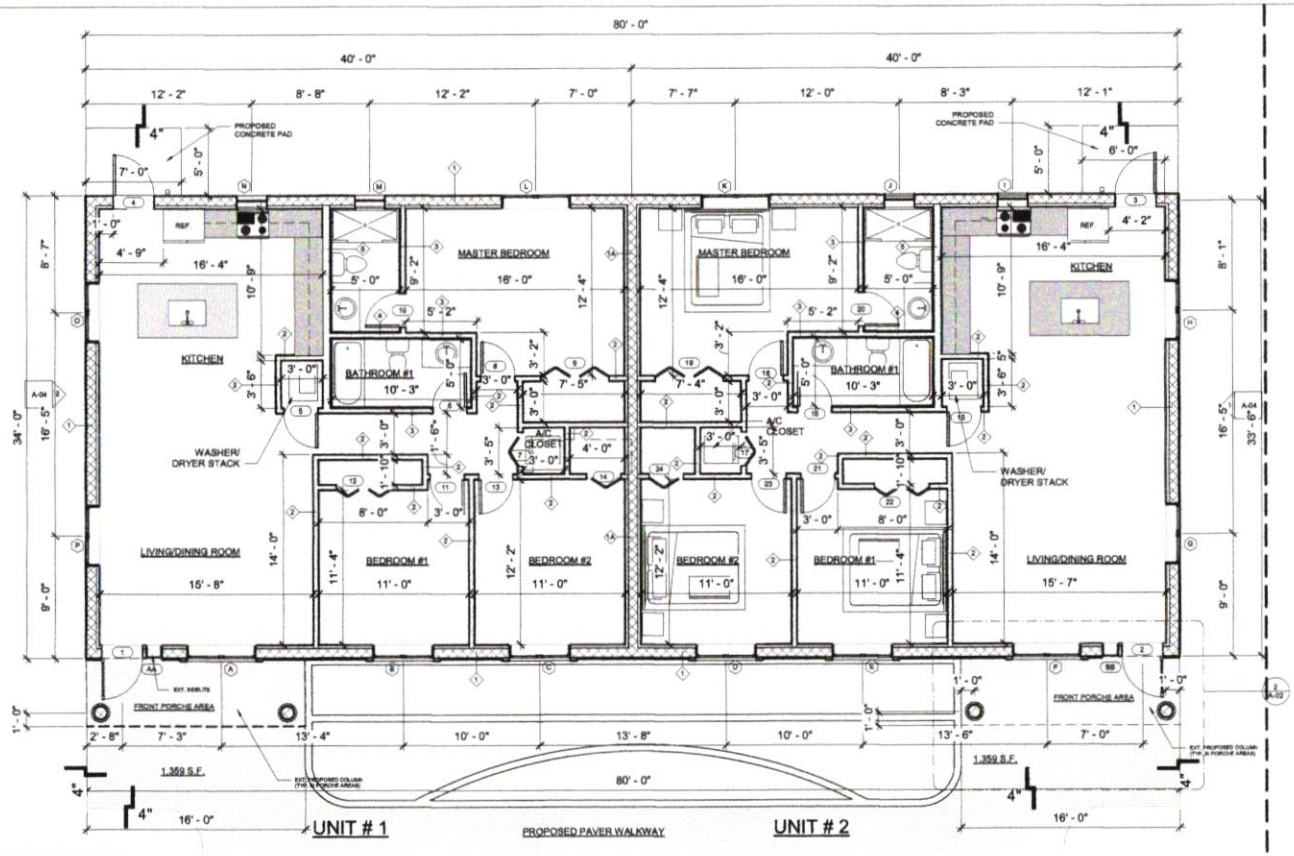
Architect of Record: Designer
Date: -
Drawn by: Author

SITE PLAN

Project Number 14-003

A-01

3/31/2021 1:36:16 PM



1 1st FLOOR PLAN (LEFT SIDE)
1/4" = 1'-0"

WINDOW NOTE IN BATHROOM

WINDOW GLAZING IN WET SURFACES WITHIN 60" HORIZONTALLY WITH VERTICAL EDGE LESS THAN 60" A.F.F. SHALL BE CATEGORY II SAFETY GLAZING - FBC R308.4.5 & TABLE R308.3.1 (1). BATHROOM WINDOW SHALL BE OF CATEGORY "II" SAFETY GLAZING.

BATHROOM TILE NOTE:

FIBER-CEMENT, FIBER-MAT REINFORCED CEMENTITIOUS BACKER UNITS, GLASS MAT GYPSUM BACKERS AND FIBER-REINFORCED GYPSUM BACKERS, PER STANDARDS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS, SHALL BE USED AS BACKERS FOR WALL TILE IN TUB AND SHOWER AREAS AND WALL PANELS IN SHOWER AREAS-FBC R702.4.2

NOTE FOR FINISHES

FLAME SPREAD FOR WALL AND CEILING FINISHES SHALL BE MAX. 200, SMOKE DEVELOPED MAX. 450 - FBC R302.9, AND FLAME SPREAD FOR INSULATION SHALL BE MAX. 25, SMOKE DEVELOPED MAX. 450 - FBC R302.10

SMOKE DETECTOR NOTE:

ALL SMOKE DETECTORS ARE INSIDE AND OUTSIDE THE SLEEPING AREAS.

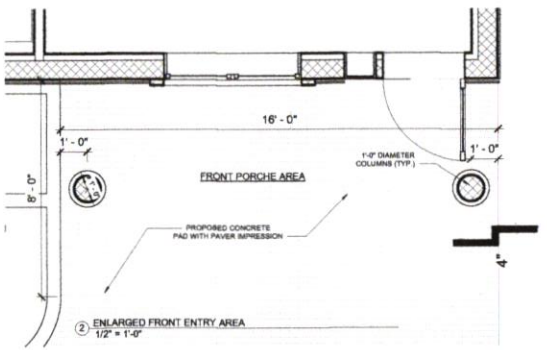
BATHROOM NOTE:

THE BATHTUB AND SHOWER FLOOR AND WALLS ABOVE BATHTUB WITH SHOWERHEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH NONABSORBANT SURFACE EXTENDED TO HEIGHT OF NO LESS THAN 6 FEET ABOVE THE FLOOR.

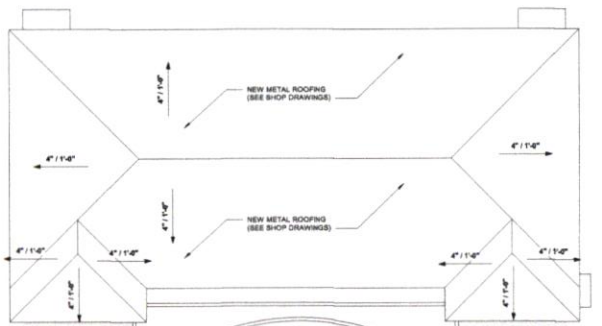
CONTRACTOR NOTE

-CONTRACTOR TO FIELD VERIFY ALL STRUCTURAL COLUMNS, BEAMS AND LOAD BEARING WALLS PRIOR TO INSTALLATION OF ANY AND ALL EXTERIOR WINDOW OR DOOR.

-ANY DEVIATIONS FROM CONSTRUCTION DRAWINGS SHALL REQUIRED ARCHITECT'S APPROVAL PRIOR TO CONSTRUCTION.



2 ENLARGED FRONT ENTRY AREA
1/2" = 1'-0"



3 PROPOSED ROOF PLAN (LEFT SIDE)
1/8" = 1'-0"

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911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

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DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date

Drafting:
Address: 1157 Fairlake Trace #1607,
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Phone: 954-200-2295
e-mail: hector@dsiflorida.com

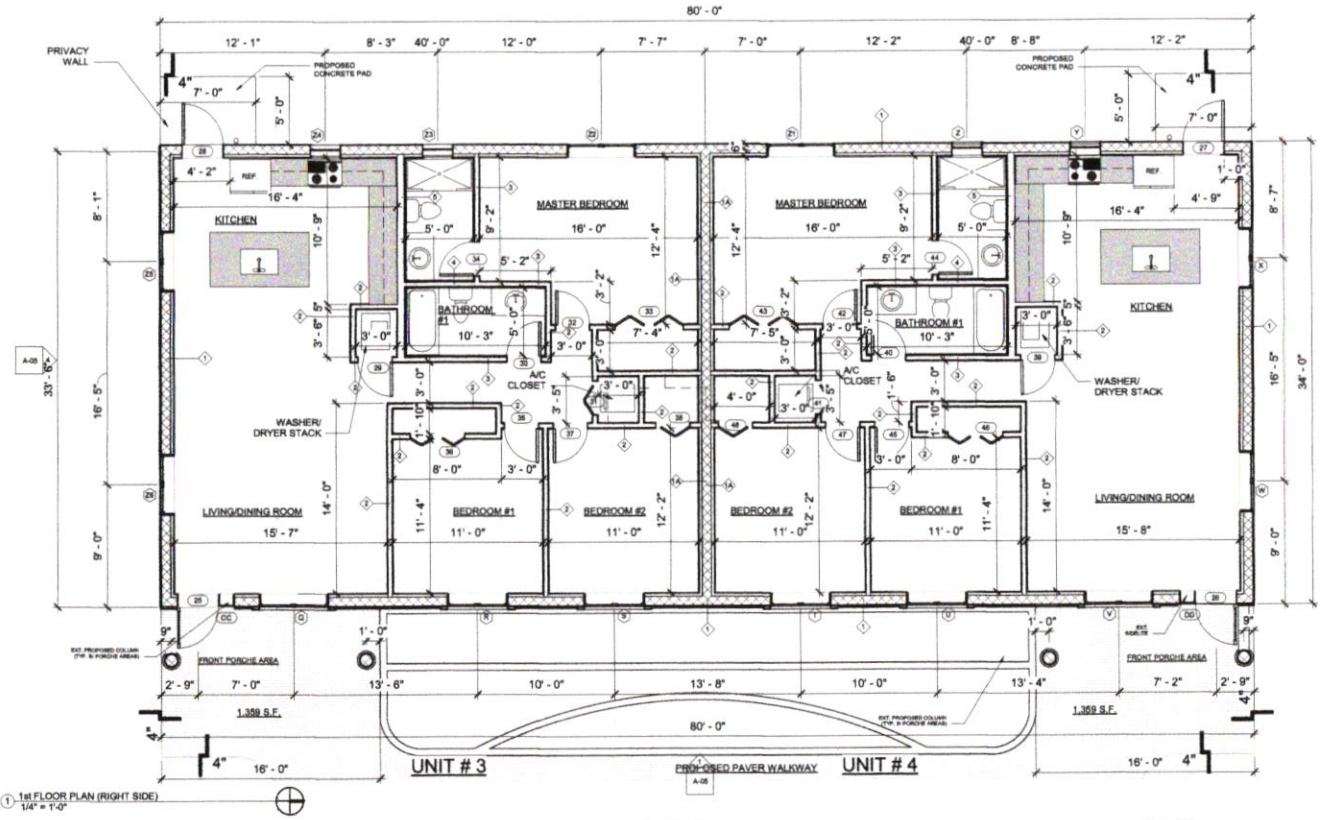
Architect of Record: Designer
Date: -
Drawn by: Author

PROPOSED FLOOR PLAN (LEFT SIDE), ENLARGED FRONT PORCHE & ROOF PLANS

Project Number 14-003

A-02

3/2/2021 1:36:04 PM



1 1st FLOOR PLAN (RIGHT SIDE)
1/4" = 1'-0"

WINDOW NOTE IN BATHROOM

WINDOW GLAZING IN WET SURFACES WITHIN 60" HORIZONTALLY WITH VERTICAL EDGE LESS THAN 60" A.F.F. SHALL BE CATEGORY II SAFETY GLAZING - FBC R308.4.5 & TABLE R308.3.1 (1). BATHROOM WINDOW SHALL BE OF CATEGORY "I" SAFETY GLAZING.

BATHROOM TILE NOTE:

FIBER-CEMENT, FIBER-MAT REINFORCED CEMENTITIOUS BACKER UNITS, GLASS MAT GYPSUM BACKERS AND FIBER-REINFORCED GYPSUM BACKERS, PER STANDARDS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS, SHALL BE USED AS BACKERS FOR WALL TILE IN TUB AND SHOWER AREAS AND WALL PANELS IN SHOWER AREAS-FBC R702.4.2

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ALL SMOKE DETECTORS ARE INSIDE AND OUTSIDE THE SLEEPING AREAS.

BATHROOM NOTE:

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CONTRACTOR NOTE

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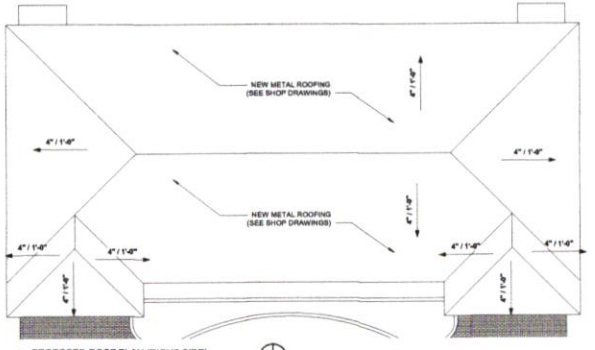
-ANY DEVIATIONS FROM CONSTRUCTION DRAWINGS SHALL REQUIRED ARCHITECT'S APPROVAL PRIOR TO CONSTRUCTION.



2 PROPOSED ROOF PLAN (RIGHT SIDE)
1/8" = 1'-0"

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DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date

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Address: 1157 Fairlake Trace #1607,
Weston, FL. 33326
Phone: 954-200-2255
e-mail: hector@desflorida.com

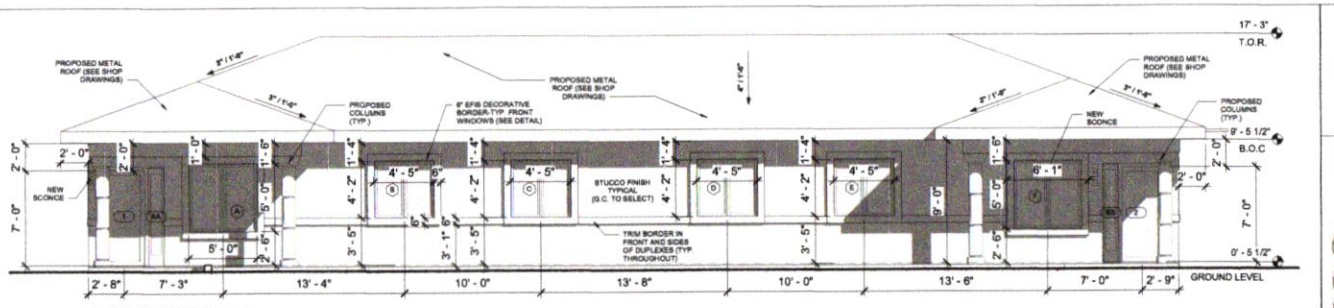
Architect of Record: Designer
Date: -
Drawn by: Author

PROPOSED FLOOR PLAN (RIGHT SIDE), ENLARGED FRONT PORCHE & ROOF PLANS

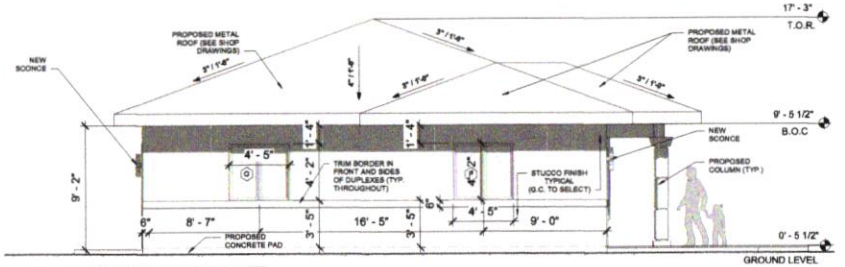
Project Number 14-003

A-03

3/2/2021 1:36:05 PM



1 FRONT (EAST) ELEVATION - LEFT
1/4" = 1'-0"



2 LEFT SIDE (SOUTH) ELEVATION - LEFT
1/4" = 1'-0"

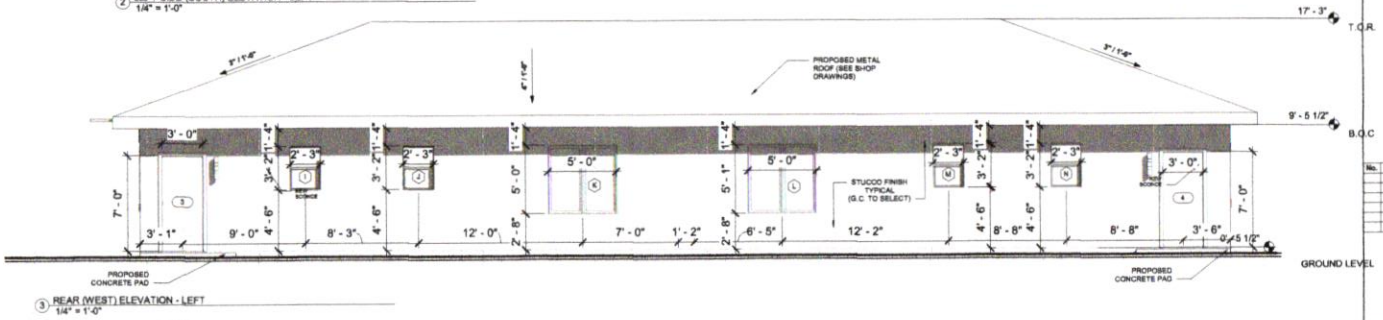
CONTRACTOR NOTE

-CONTRACTOR TO FIELD VERIFY ALL STRUCTURAL COLUMNS, BEAMS AND LOAD BEARING WALLS PRIOR TO INSTALLATION OF ANY AND ALL EXTERIOR WINDOW OR DOOR.

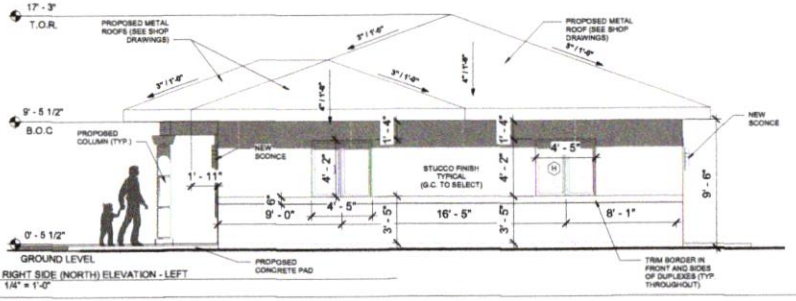
-ANY DEVIATIONS FROM CONSTRUCTION DRAWINGS SHALL REQUIRED ARCHITECT'S APPROVAL PRIOR TO CONSTRUCTION.

WINDOW NOTE IN BATHROOM

WINDOW GLAZING IN WET SURFACES WITHIN 60" HORIZONTALLY WITH VERTICAL EDGE LESS THAN 60" A.F.F. SHALL BE CATEGORY II SAFETY GLAZING - FBC R308.4.5 & TABLE R308.3.1 (1). BATHROOM WINDOW SHALL BE OF CATEGORY "II" SAFETY GLAZING.



3 REAR (WEST) ELEVATION - LEFT
1/4" = 1'-0"



4 RIGHT SIDE (NORTH) ELEVATION - LEFT
1/4" = 1'-0"

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DUPLEX
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FT. PIERCE, FL 34950

No.	Description	Date

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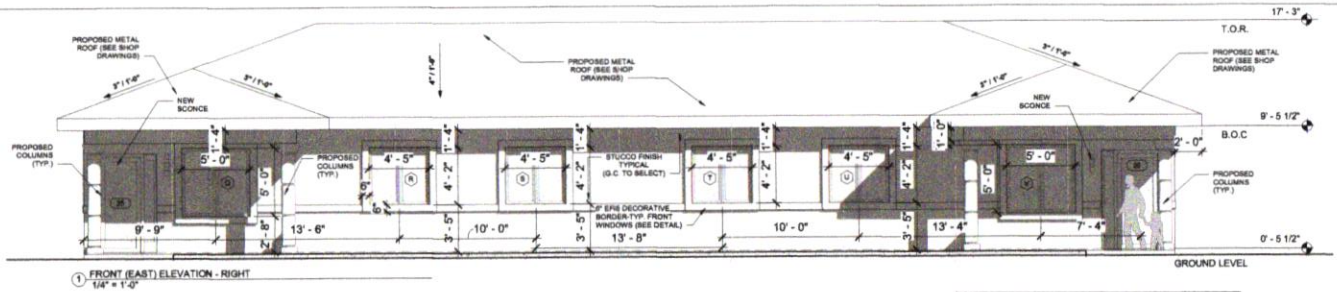
Weston, FL. 33326
Phone: 954-200-2295
e-mail: hector@dsefl orida.com

Architect of Record:	Designer
Date:	--
Drawn by:	Author

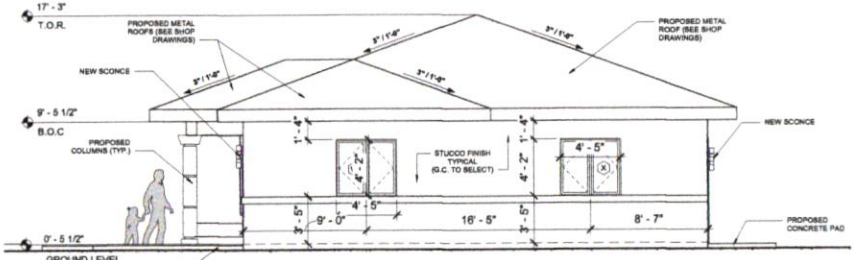
ELEVATIONS (LEFT)

Project Number 14-003

A-04



1 FRONT (EAST) ELEVATION - RIGHT
1/4" = 1'-0"



2 LEFT SIDE (SOUTH) - RIGHT
1/4" = 1'-0"

CONTRACTOR NOTE

-CONTRACTOR TO FIELD VERIFY ALL STRUCTURAL COLUMNS, BEAMS AND LOAD BEARING WALLS PRIOR TO INSTALLATION OF ANY AND ALL EXTERIOR WINDOW OR DOOR.

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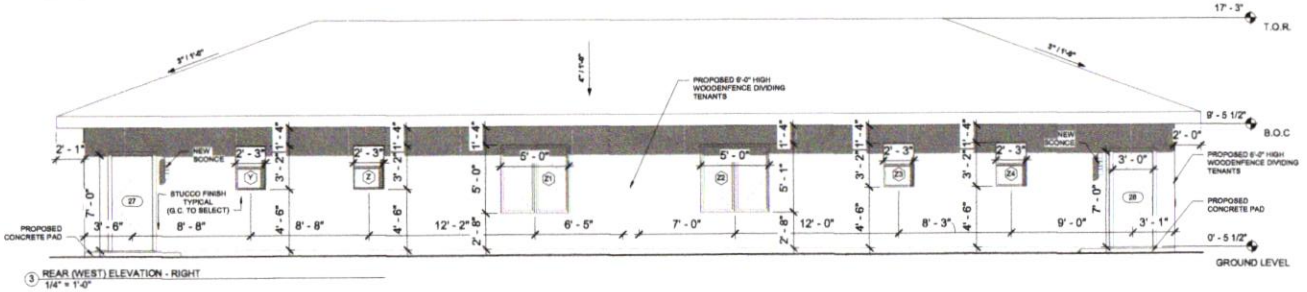
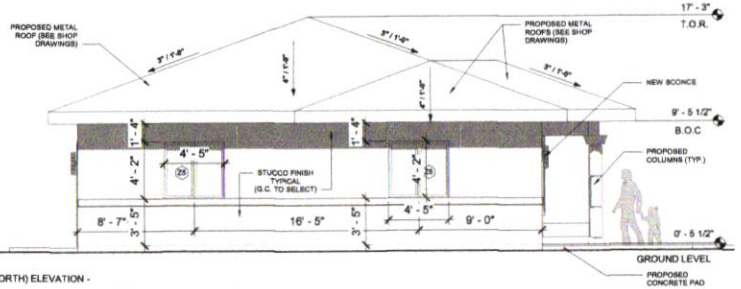


3 REAR (WEST) ELEVATION - RIGHT
1/4" = 1'-0"



4 RIGHT SIDE (NORTH) ELEVATION - RIGHT
1/4" = 1'-0"

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911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

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DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date

Drafting:
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Phone: 954-200-2255
e-mail: hector@dsiflorida.com

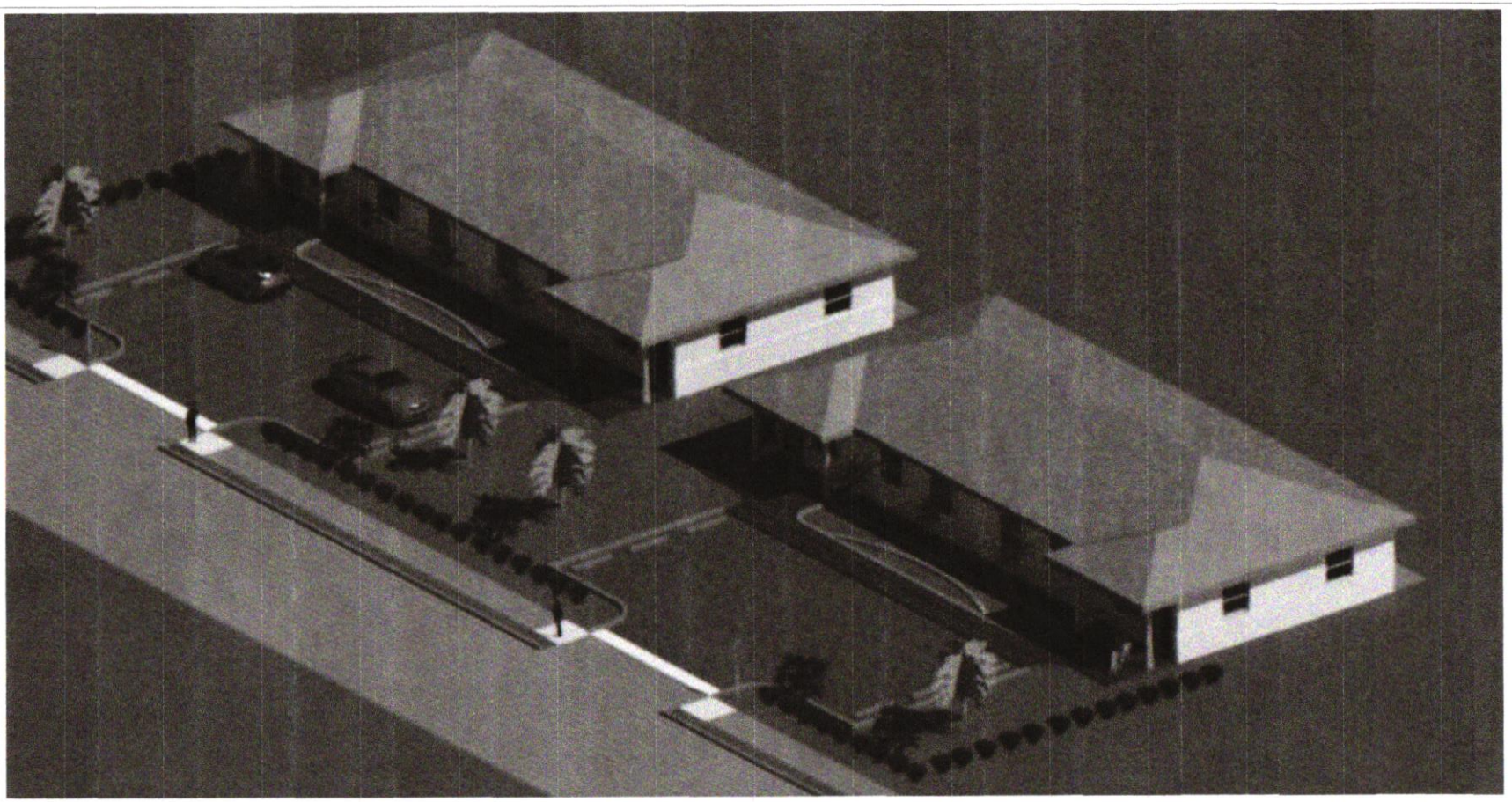
Architect of Record: Designer
Date: -
Drawn by: Author

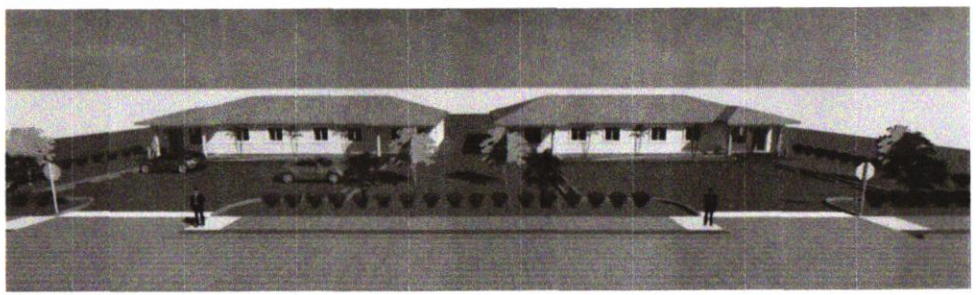
ELEVATIONS (RIGHT)

Project Number 14-003

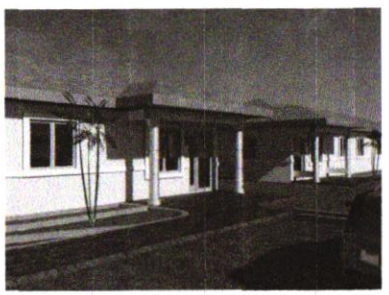
A-05

3/2/2021 1:36:05 PM





② FRONTAL PERSPECTIVE - 1
12" = 1'-0"



③ PERSPECTIVE 2
12" = 1'-0"

LANDSCAPING NOTE

- LANDSCAPING PLANS TO TAKE PRECEDENCE OVER THE ARCHITECTURALS.
- PERSPECTIVE IS JUST FOR DEMOSTRATION OF OVERALL PROPOSED BUILDING

STATE OF FLORIDA • REGISTERED ARCHITECT • No. 15299

DeMELLO ARCHITECTURE
911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

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DUPLEX
513 N. 9th STREET,
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No.	Description	Date

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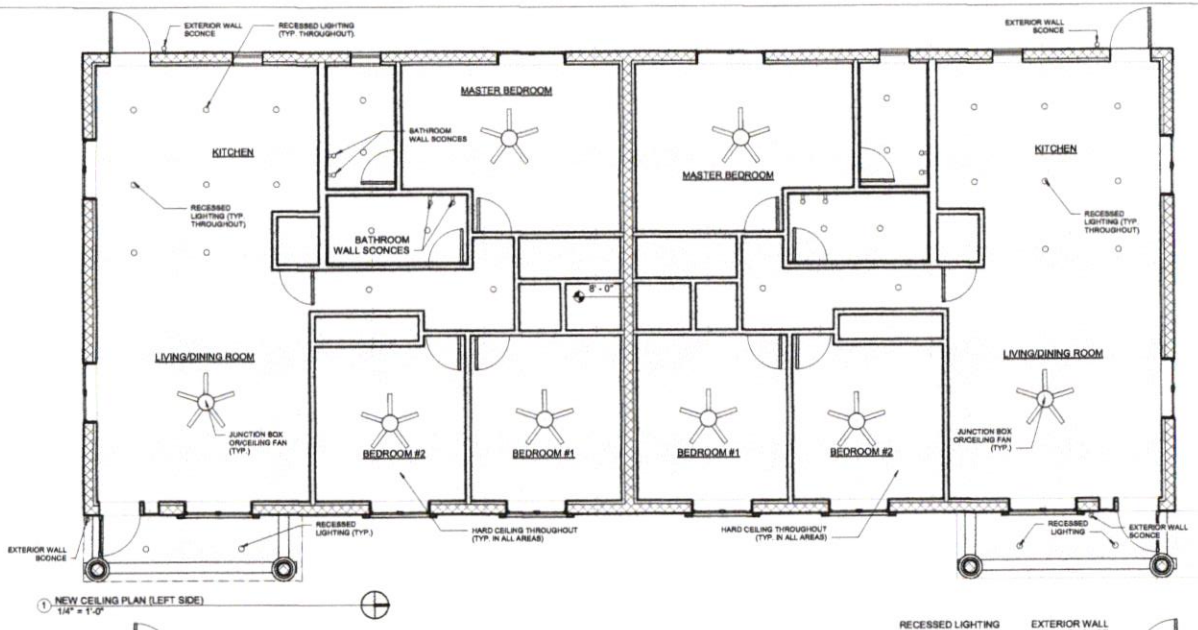
Architect of Record:	Designer
Date:	--
Drawn by:	Author

3-D PERSPECTIVE

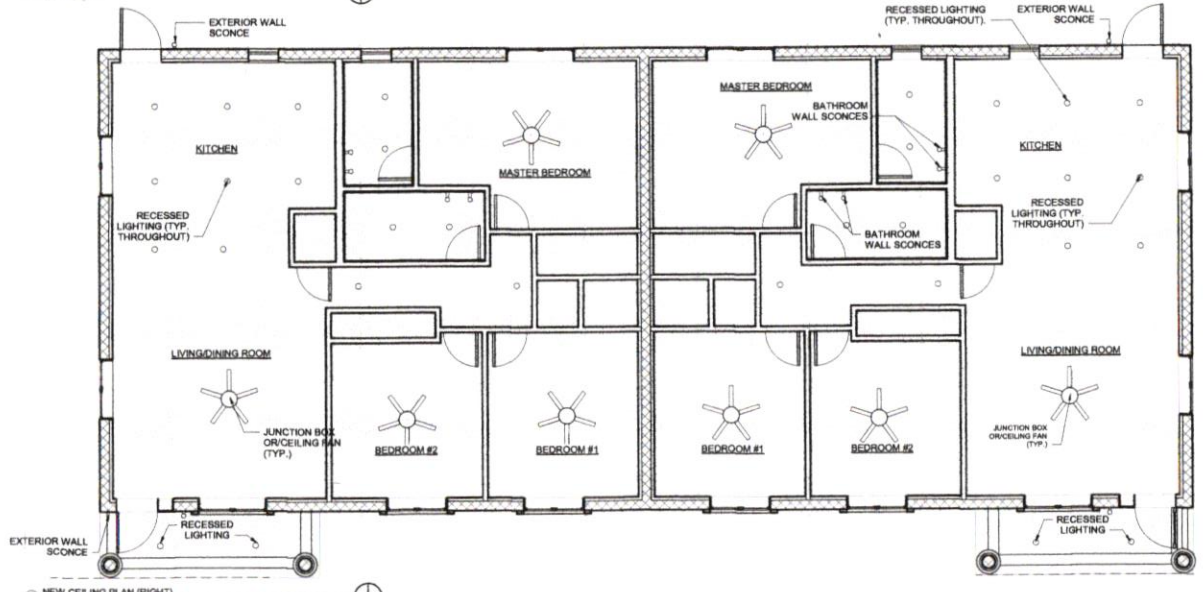
Project Number 14-003

A-06

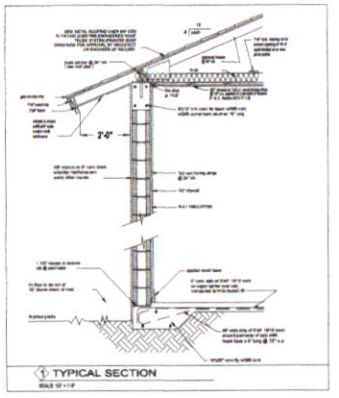
3/23/2021 1:36:36 PM



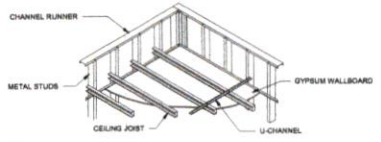
1 NEW CEILING PLAN (LEFT SIDE)
1/4" = 1'-0"



2 NEW CEILING PLAN (RIGHT)
1/4" = 1'-0"



1 TYPICAL SECTION



4 GWB DETAIL
1/8" = 1'-0"

STATE OF FLORIDA
DEMELLO
No. 15299
REGISTERED ARCHITECT

DeMELLO ARCHITECTURE
911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

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DUPLEX
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No.	Description	Date

DESIGN SOLUTIONS SFL

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Phone: 954-200-2255
e-mail: hector@dasflorida.com

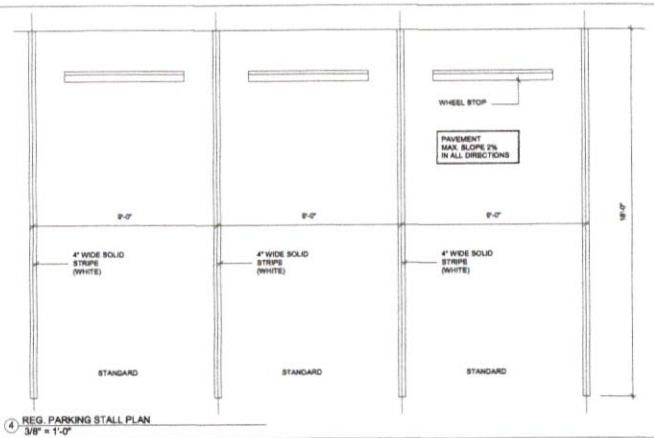
Architect of Record: Designer
Date: --
Drawn by: Author

CEILING PLAN (LEFT & RIGHT) & DETAILS

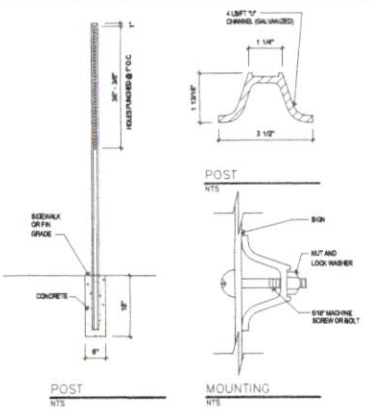
Project Number 14-003

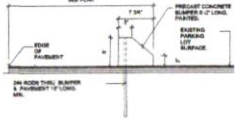
A-07

3/23/2021 1:36:51 PM

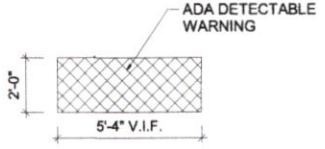


4 REG. PARKING STALL PLAN
3/8" = 1'-0"

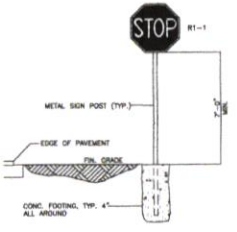




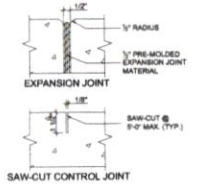
2 WHEELSTOP
1/4" = 1'-0"

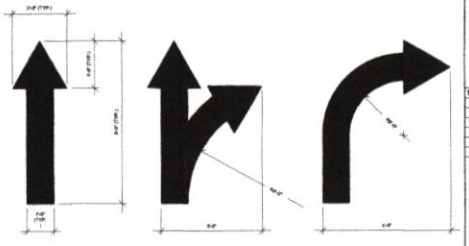


5 DETECTABLE WARNING
1/2" = 1'-0"

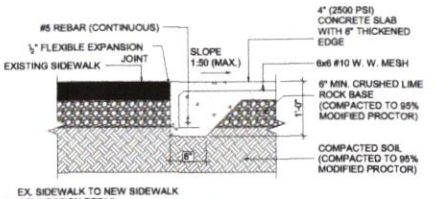


TYPICAL SIGN INSTALLATION
DETAIL 2 A-2.0
NTS





6 ARROWS
1/2" = 1'-0"



8 EX. SIDEWALK TO NEW SIDEWALK
CONNECTION DETAIL
1" = 1'-0"

DeMELLO ARCHITECTURE
911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

All ideas and designs indicated or represented by this drawing are the property of the DeMELLO ARCHITECTURE and were created and developed for use in connection with this specific project. None of such ideas, designs, arrangements is or shall be used by or disclosed to any person or organization for any purpose whatsoever without the written permission of this office.

DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date

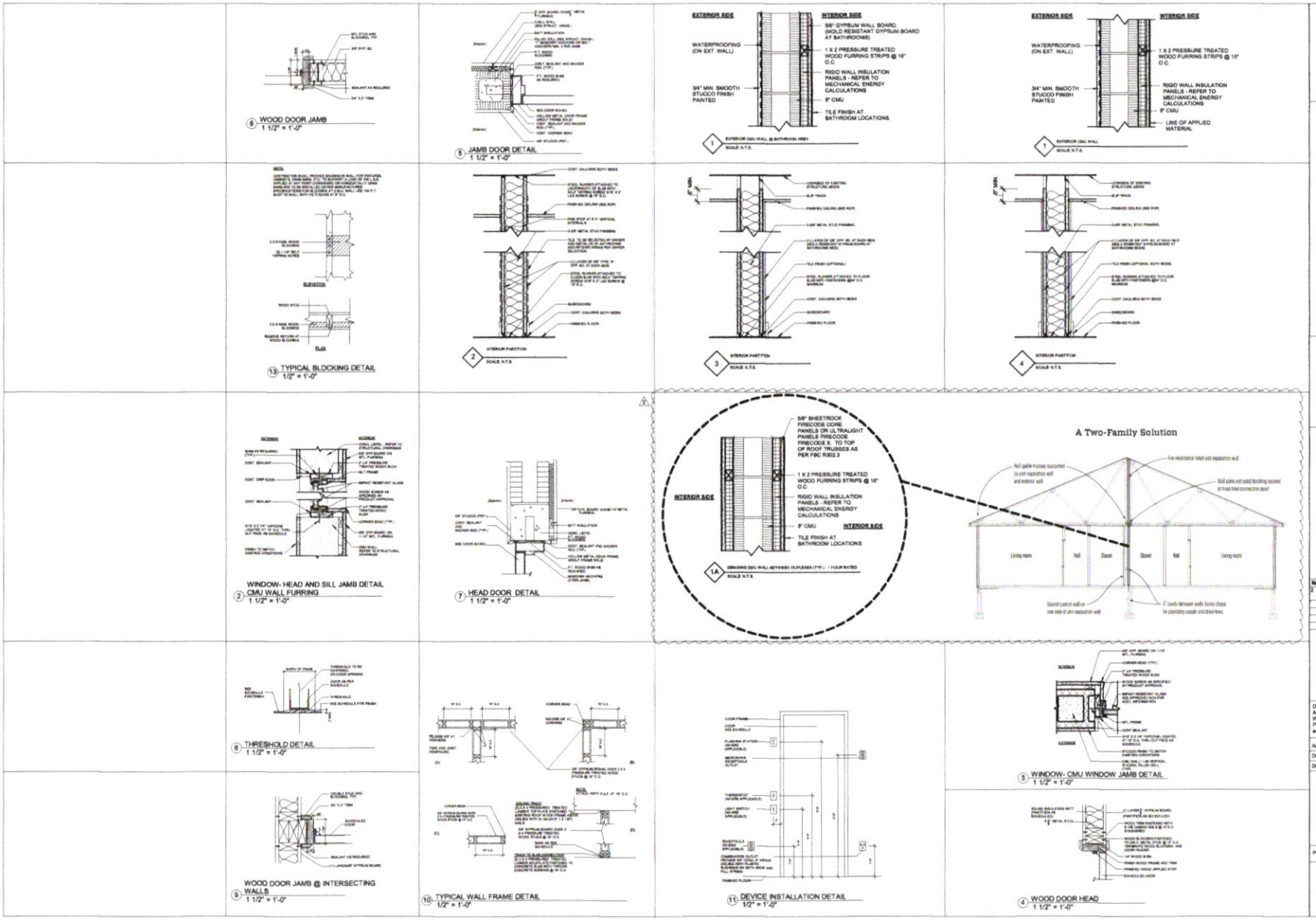
Drafting
Address: 1157 Fairlake Trace #1607,
Weston, FL. 33326
Phone: 954-200-2256
e-mail: hector@dsiflorida.com

Architect of Record:	Designer
Date:	-
Drawn by:	Author

PARKING DETAIL PAGE

Project Number 14-003

A-08



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DUPLEX
513 N. 9th STREET,
FT. PIERCE, FL 34950

No.	Description	Date
2	Rework 2 - City Comments	11.11.26

Drafting:
Address: 1157 Fairlake Trace #1607, Weston, FL 33326
Phone: 954-200-2255
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Architect of Record: Designer
Date: --
Drawn by: Author

DETAILS

Project Number 14-003

A-09

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DOOR SCHEDULE

No.	SIZE (W/H)	DOOR TYPE	DOOR THICKNESS	DOOR MATERIAL	FRAME MATERIAL	COMMENTS	APPROVAL #
1	36" x 84"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR ENTRY SWING DOOR W/ SIDELITE IN LIVING ROOM (UNIT #1)	FL-15180.1
2	36" x 84"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR ENTRY SWING DOOR W/ SIDELITE IN LIVING ROOM (UNIT #2)	FL-15180.1
3	36" x 80"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR SWING DOOR IN KITCHEN (UNIT #2)	
4	36" x 80"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR SWING DOOR IN KITCHEN (UNIT #1)	
5	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR WASHER/DRYER STACK CLOSET (UNIT #1)	
6	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BATHROOM #1 (UNIT #1)	
7	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR FOR A/C CLOSET (UNIT #1)	
8	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING INTO MASTER BEDROOM (UNIT #1)	
9	60" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD INTO MASTER BEDROOM CLOSET (UNIT #1)	
10	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO MASTER BATHROOM (UNIT #1)	
11	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR BEDROOM #1 (UNIT #1)	
12	48" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR FOR BEDROOM #1 (UNIT # 1)	
13	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR BEDROOM #2 (UNIT #1)	
14	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD FOR BEDROOM #2 (UNIT #1)	
15	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR WASHER/DRYER STACK CLOSET (UNIT #2)	
16	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BATHROOM #1 (UNIT #2)	
17	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD FOR A/C CLOSET (UNIT #2)	
18	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO MASTER BEDROOM (UNIT #2)	
19	60" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD IN MASTER BEDROOM (UNIT #2)	
20	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING IN MASTER BATHROOM (UNIT #2)	
21	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BEDROOM #1 (UNIT #2)	
22	48" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR IN BEDROOM #1 (UNIT #2)	
23	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BEDROOM #2 (UNIT 2)	
24	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR IN BEDROOM #2 (UNIT #2)	
25	36" x 84"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR ENTRY SWING DOOR W/ SIDELTE IN LIVING ROOM (UNIT #3)	FL-15180.1
26	36" x 84"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR ENTRY SWING DOOR W/ SIDELITE IN LIVING ROOM (UNIT #4)	FL-15180.1
27	36" x 80"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR SWING DOOR IN KITCHEN (UNIT #4)	
28	36" x 80"	SWING	0' - 2"	VINYL	VINYL	EXTERIOR SWING DOOR IN KITCHEN (UNIT #3)	
29	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR WASHER/DRYER STACK CLOSET (UNIT #3)	
30	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BATHROOM #1 (UNIT #3)	
31	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD INTO A/C CLOSET (UNIT #3)	
32	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO MASTER BEDROOM (UNIT #3)	
33	60" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD IN MASTER BEDROOM (UNIT #3)	
34	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING IN MASTER BATHROOM (UNIT #3)	
35	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BEDROOM #1 (UNIT #3)	
36	48" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR IN BEDROOM #1 (UNIT #3)	
37	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BEDROOM #2 (UNIT #3)	
38	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR IN BEDROOM #1 (UNIT #3)	
39	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR WASHER/DRYER STACK CLOSET (UNIT #4)	
40	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO BATHROOM #1 (UNIT #4)	
41	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR FOR A/C CLOSET (UNIT #4)	
42	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING INTO MASTER BEDROOM (UNIT #4)	
43	60" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD INTO MASTER BATHROOM CLOSET (UNIT #4)	
44	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR INTO MASTER BATHROOM (UNIT #4)	
45	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR BEDROOM #1 (UNIT #4)	
46	48" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR FOR BEDROOM #1 (UNIT # 4)	
47	30" x 80"	SWING	0' - 2"	WOOD	WOOD	INTERIOR SWING DOOR FOR BEDROOM #2 (UNIT #4)	
48	30" x 80"	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD FOR BEDROOM #2 (UNIT #4)	

WINDOW SCHEDULE

TYPE	SIZE (W/H)	SILL HEIGHT	FRAME MATERIAL	COMMENTS	LOCATION
A	60" x 60" (A)	2' - 11 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #1)
B	53" x 50" (B)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #1 (UNIT #1)
C	53" x 50" (C)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #2 (UNIT #1)
D	53" x 50" (D)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #2 (UNIT #2)
E	53" x 50" (E)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #1 (UNIT #2)
F	60" x 60" (F)	2' - 11 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #2)
G	53" x 50" (G)	2' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #2)
H	53" x 50" (H)	2' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN KITCHEN (UNIT #2)
I	26"X38" (I)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN KITCHEN (UNIT #2)
J	26"X38" (J)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN MASTER BATHROOM (UNIT #2)
K	60" x 60" (K)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN MASTER BEDROOM (UNIT #2)
L	60" x 60" (L)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN MASTER BEDROOM (UNIT #1)
M	26"X38" (M)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN MASTER BATHROOM (UNIT #1)
N	26"X38" (N)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN KITCHEN (UNIT #1)
O	53" x 50" (O)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN KITCHEN (UNIT #1)
P	53" x 50" (P)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #1)
Q	60" x 60" (Q)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #3)
R	53" x 50" (R)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #1 (UNIT #3)
S	53" x 50" (S)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #2 (UNIT #3)
T	53" x 50" (T)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #2 (UNIT #4)
U	53" x 50" (U)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN BEDROOM #1 (UNIT #4)
V	60" x 60" (V)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #4)
W	53" x 50" (W)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN LIVING/DINING ROOM (UNIT #4)
X	53" x 50" (X)	3' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN KITCHEN (UNIT #4)
Y	26"X38" (Y)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN KITCHEN (UNIT #4)
Z	26"X38" (Z)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN MASTER BATHROOM (UNIT #4)
Z1	60" x 60" (Z1)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN MASTER BEDROOM (UNIT #4)
Z2	60" x 60" (Z2)	3' - 1 1/4"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23359.2	EXTERIOR HORIZONTAL SLIDER IN MASTER BEDROOM (UNIT #3)
Z3	26"X38" (Z3)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN MASTER BATHROOM (UNIT #3)
Z4	26"X38" (Z4)	4' - 11 1/8"	ALUMINUM	HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR SINGLE HUNG IN KITCHEN (UNIT #3)
Z5	53" x 50" (Z5)	2' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER IN KITCHEN (UNIT #3)
Z6	53" x 50" (Z6)	2' - 10 7/8"		HIGH IMPACT HURRICANE RESISTANT - FL. APPROVAL # FL23358.2	EXTERIOR HORIZONTAL SLIDER LIVING/DINING ROOM (UNIT #3)

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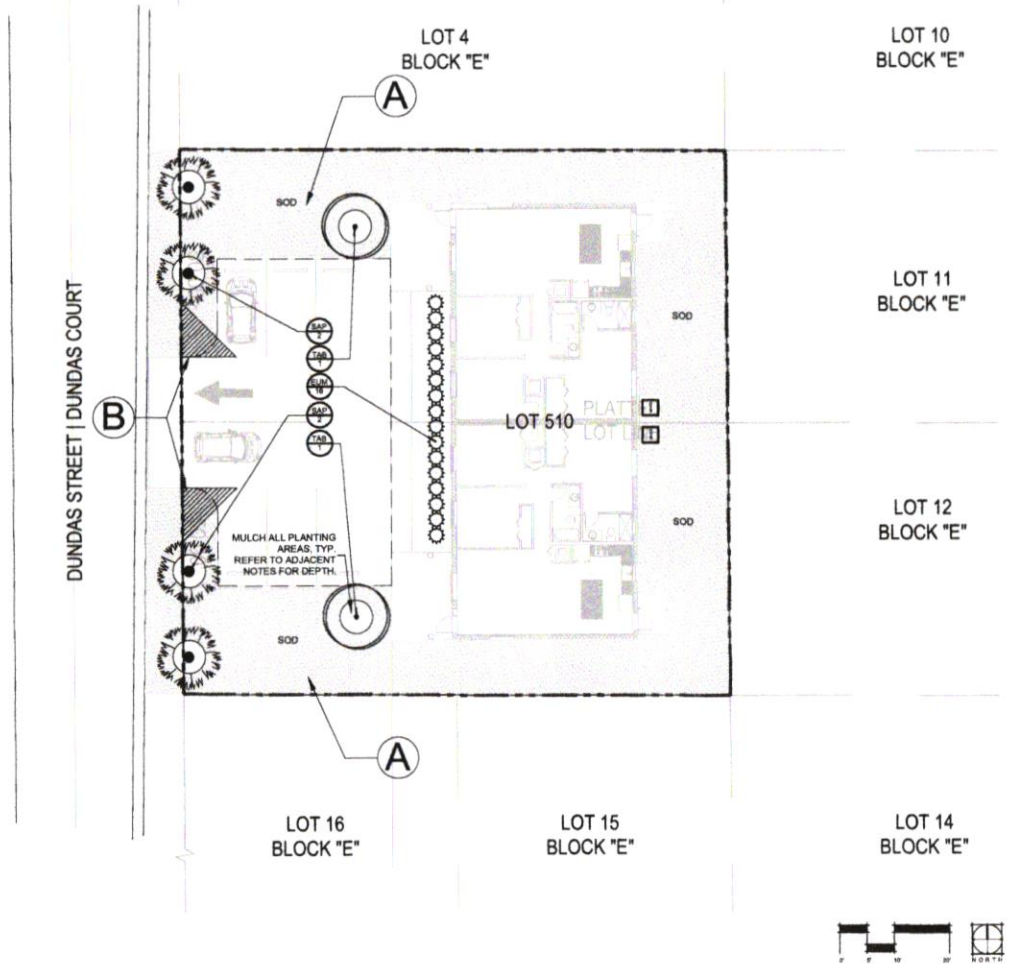
Architect of Record: Designer
Date: -
Drawn by: Author

SCHEDULES

Project Number 14-003

A-10

3/22/2021 1:27:02 PM



REFER TO SHEET L1.10 FOR PLANT QUANTITIES & SIZES

PERVIOUS & IMPERVIOUS AREA
TOTAL LOT AREA = 10,000 S.F.
PERVIOUS AREAS (GREEN) = 25% OF TOTAL LOT AREA SHALL HAVE NO LESS THAN = 2,500 S.F.
IMPERVIOUS AREA (CONCRETE) = 75% OF TOTAL LOT AREA SHALL NO MORE THAN = 7,500 S.F.
ACTUAL:
TOTAL PERVIOUS AREA (GREEN) = 4,154 S.F. (42%)
TOTAL IMPERVIOUS AREA (CONCRETE) = 5,846 S. F. (58%)

CITY OF FORT PIERCE LANDSCAPING - DIVISION 2

SINGLE FAMILY & TWO FAMILY DWELLING UNITS

1. A minimum of four (4) trees must exist or be planted on each developed lot where either a single-family residence or two-family residence is the principal structure.
2. Residential lots must either be fully grass-covered or provided with a combination of grass cover and landscape for the entire ground area, except for impervious areas.
3. Public right-of-way which abuts property on which either a single family or a two family residence is the principal structure must be sodded to the back of the curb or edge of the pavement.
4. Trees shall be planted, either on the public right of way or land adjacent to the public right of way so as to serve as shade for sidewalks and contribute to the streetscape design of the adjoining roadway.

General Landscaping Requirements

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Trees:
   Minimum Size: 2-1/2" DBH X Twelve (12) feet height X 8'-0" Sprd. 5'-0" of Clear Trunk (DBH is measured 4-1/2' above ground level).
   Palms:
   Minimum Size: 10'-0" CT (Clear-trunk height).
   Shrubs:
   Minimum Size: 24" height at time of planting.
   Hedges:
   Minimum Size: 36" height, continuous, unbroken, solid, visual screen.
   Groundcovers:
   Planted to achieve coverage within 12 months after planting.
5. Tree species shall also be a variety that will have a minimum crown spread and height of 15'-0" at maturity. Three (3) palms may be substituted for one tree.
6. Palms are limited to 50% of the total trees required.
7. Root Barriers: A root barrier system is required for trees planted within 12'-0" of any "public works". Interior dimensions of such system shall be 15'-0" length X 5'-0" deep. Root Barrier Types: 6" thick concrete with fiber mesh or an acceptable root barrier product.
8. Soil: All landscaped areas shall consist of existing soil mixed with fifty (50) percent recycled top soil. Such soil shall be free of debris, roots, clay, stones, plants or other foreign materials. Verification of compliance with these soil requirements shall occur as part of the final inspection. Final inspection of required landscape prior to issuance of the certificate of occupancy shall include PH testing to verify compatibility with permitted plantings.
9. Mulch: Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf or 3" of organic mulch. Do not place any mulch over the root ball.
10. Trees which are balled and burlaped must have the burlap removed and folded down at the time of the planting. All twine or rope must be removed. If wire baskets are used, the upper rows must be cut before planting.
11. Planting Techniques: Remove all soil from above the root flare and plant the tree so the top of the root ball is ten (10) percent above the adjacent landscape soil.
12. Stakes & Guying: Guy-wire must be covered with a protective material where it is in contact with the tree. All stakes and guying materials shall be removed after one year.

CODE REQUIREMENTS / PROVISIONS

SECTION 22-187(7) - INTERIOR VEHICULAR USE AREA:

(A)

REQUIRED:
1. 2,078 SF OF VEHICULAR USE AREA / 15 SF= 139 SF OF LANDSCAPE AREA, PER LOT.
2. ONE (1) TREE PER 100 SF OF REQUIRED LANDSCAPED AREA: TWO (2) TREES REQUIRED OR (6) PALMS @ 3:1 RATIO.
3. REMAINDER OF AREA TO BE PLANTED WITH GRASS, GROUNDCOVER OR OTHER LANDSCAPE TREATMENT.

PROVIDED:
1. 757 SF X 10'-0" WIDE WITH CURBING ON ALL SIDES.
2. 2 TREES PROVIDED.
3. GRASS PROVIDED.

SECTION 22-53 - CLEAR VISION AREAS:

(B)

1. NO PLANTING, FENCE OR TEMPORARY, OR PERMANENT OBSTRUCTION EXCEEDING TWENTY-FOUR (24) INCHES IN HEIGHT MEASURED FROM THE TOP OF CURB
2. TREE BRANCES OR FOLIAGE BELOW 8'-0" IN HEIGHT

SHEET KEY & NOTES:

PROGRESS SET
NOT FOR
CONSTRUCTION

daniel rogers

ISSUES

NO	DESCRIPTION	DATE

PROJECT NAME
DUNDAS COURT - RESIDENTIAL DUPLEX
510 DUNDAS COURT
FT. PIERCE, FLORIDA

SHEET NAME
LANDSCAPE PLAN

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, R.L.A.
0006866

JUNE 01, 2022

SCALE
AS SHOWN

DATE
06.01.2022

DRAWN
DAR

SHEET NUMBER
L-1.01

PLANT SCHEDULE DUNDAS COURT

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	TYPE
	TAB	2	Tabebuia caraiba	Silver Trumpet	2.5" DBH, 12' Ht, X 5' Sprd., 5' Cl.	YES	
PALM TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**NATIVE**	**TYPE**
	SAP	4	Sabal palmetto	Cabbage Palmetto	10' Cl., Matched	YES	
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**NATIVE**	**SPACING**
	EUM	16	Euphorbia milii	Crown of Thorns	3 gal	NO	36" O.C.
SOD/SEED	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**NATIVE**	**SPACING**
	STS	4,483 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Grass	sod	NO	AS

SHEET KEY & NOTES:

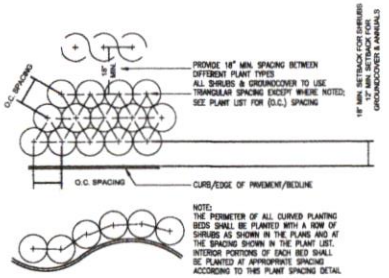
1. SOD AREAS SHALL BE COVERED WITH ARGENTINE BAHIA OR ST. AUGUSTINE AS INDICATED ON PLANS.
2. NEWLY INSTALLED "CANOPY" TREES SHALL HAVE THEIR CALIPER MEASURED 12" ABOVE THE TOP OF THE ROOT BALL. ALL NEWLY INSTALLED "UNDERSTORY" TREES SHALL HAVE THEIR D.B.H. MEASURED 54" ABOVE THE TOP OF THE ROOT BALL.
3. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE STANDARDS OF FLORIDA NO. 1, AS OUTLINED IN "GRADES AND STANDARDS FOR NURSERY PLANTS, 2016" STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FL AND ANY AMENDMENTS THERETO.
4. THE LANDSCAPE ARCHITECT OR OWNER MAY REJECT ANY PLANT MATERIAL BROUGHT TO THE SITE WHICH HE DEEMS TO BE OF INFERIOR QUALITY OR APPEARANCE.
5. ALL PLANTING BEDS SHALL BE TOPPED DRESSED WITH A MINIMUM OF 3" DEPTH PINE BARK MULCH. MAINTAIN A 4" CLEAR SPACE BETWEEN MULCH AND PLANT STEM.
6. ALL TREES SHALL HAVE ALL SYNTHETIC BURLAP REMOVED FROM THE ENTIRE ROOT BALL. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE ROOT BALL. THE TOP THREE ROWS OF BASKETS ON ALL CAGED ROOT BALLS SHALL BE CUT AND FOLDED OFF AND REMOVED.

THE CONTRACTOR SHALL READ AND ADHERE TO ALL WRITTEN SPECIFICATIONS.

7. THE CONTRACTOR SHALL VISUALLY INSPECT THE SOILS CONDITION OF THE SITE. HE SHALL DIG A MINIMUM OF TWO HOLES 3 FOOT DEEP RANDOMLY AROUND THE SITE. HE SHALL PERFORM PUNCH PERCOLATION TESTS IN THESE HOLES FOR A PERIOD OF ONE HOUR EACH. THE HOLES SHALL BE FILLED WITH WATER AND TIMED. IF HOLES DO NOT DRAIN MORE THAN 6" WATER AFTER ONE HOUR, THE LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF THE PROBLEM. THE CONTRACTOR SHALL RECOMMEND SUBSTITUTIONS OF PLANT MATERIAL OR PLANTING INSTALLATION TO ADDRESS POOR DRAINING SOILS.
8. THE CONTRACTOR SHALL PROVIDE A SOIL TEST IN FOUR LOCATIONS AND PROVIDE RECOMMENDATIONS FOR AMENDMENTS BASED ON THE RESULTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL RECTIFY ALL INCURRED DAMAGES AT NO ADDITIONAL COST TO THE OWNER.
9. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT ON FILE WITH THE OWNER.
10. THE INSTALLATION OF PLANT MATERIAL SHALL BE VIEWED AND ACCEPTANCE BY THE CONTRACTOR OF EXISTING GRADES AS GIVEN TO HIM. THE CONTRACTOR SHALL PROVIDE TO THE LANDSCAPE ARCHITECT A WRITTEN LETTER OF ACCEPTANCE OF ALL FINISH GRADES PRIOR TO DO SO SHALL BE VIEWED AS AN ACCEPTANCE OF EXISTING GRADES BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL BERM ALL PARKING LOT ISLANDS 12" ABOVE TOP OF CURB ELEVATION WITHOUT EXCEEDING A 4:1 SLOPE (TYP.).

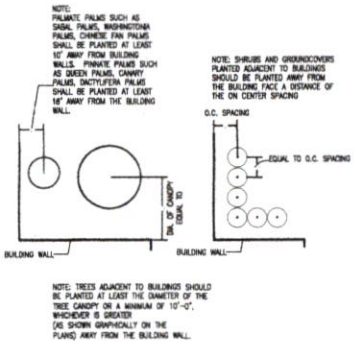
WHERE LIGHT POLES AND TREES BOTH OCCUR IN A PARKING LOT ISLANDS, THE TREE SHALL BE PLACED AN ADEQUATE DISTANCE FROM THE LIGHT POLE.

12. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY AREAS OF SOD THAT ARE NOT MOWABLE AFTER SOD TO SLOPES EXCEEDING 4:1 SLOPES, IRREGULARITIES IN GRADE, LARGE IRREGULARITIES IN GRADE WILL REQUIRE REGRADING AND RESODDING.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE SITE INCLUDING ALL MOWING, EDGING, TRIMMING, PRUNING & SPRAYING UNTIL PERFECTION OF SODDED UNITS, THE TIME OF FINAL ACCEPTANCE BY THE OWNER.
14. THE CONTRACTOR SHALL REVIEW THE CIVIL ENGINEERS' UNDERDRAIN PLAN AND COORDINATE WHEN PLANTING ALL MATERIAL RELATIVE TO THIS PLANTING OUTLAY FOR SPECIFIC PLANTING DETAILS FOR TREES, SHRUBS & GROUNDCOVER. THE CONTRACTOR SHALL ADJUST THE IRRIGATION AS NECESSARY TO AVOID OVER WATERING OF PLANT MATERIAL DUE TO WET SITE CONDITIONS.



SHRUB PLANTING DETAIL

NTS



SHRUB PLANTING DETAIL

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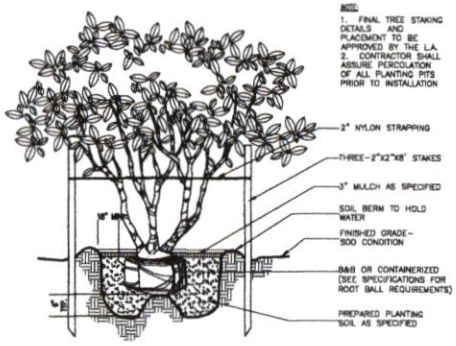
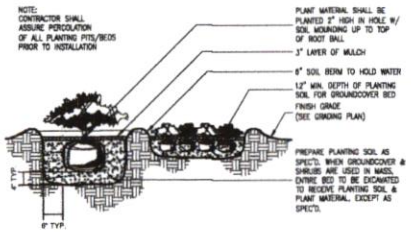


UNDERSTORY TREE DETAIL

NTS



SHRUB PLANTING DETAIL

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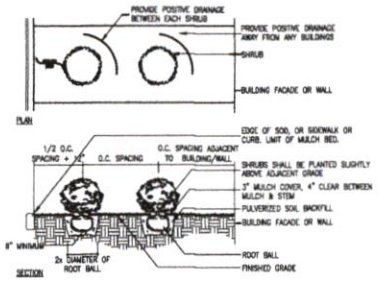
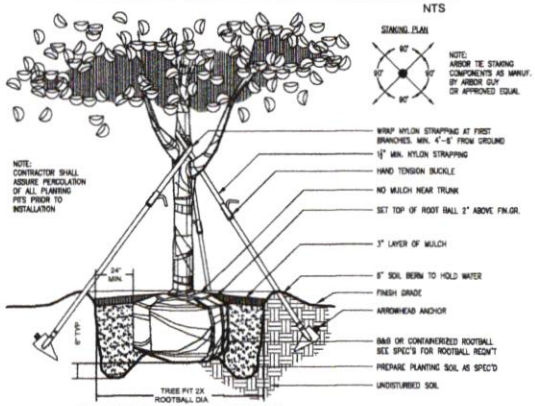


SHRUB PLANTING DETAIL

NTS



CANOPY TREE DETAIL

NTS

PRELIMINARY NOT FOR CONSTRUCTION

daniel rogers

ISSUES		
NO.	DESCRIPTION	DATE

PROJECT NAME

DUNDAS COURT - RESIDENTIAL DUPLEX

510 DUNDAS COURT
FT. PIERCE, FLORIDA

SHEET NAME

PLANTING DETAILS & NOTES

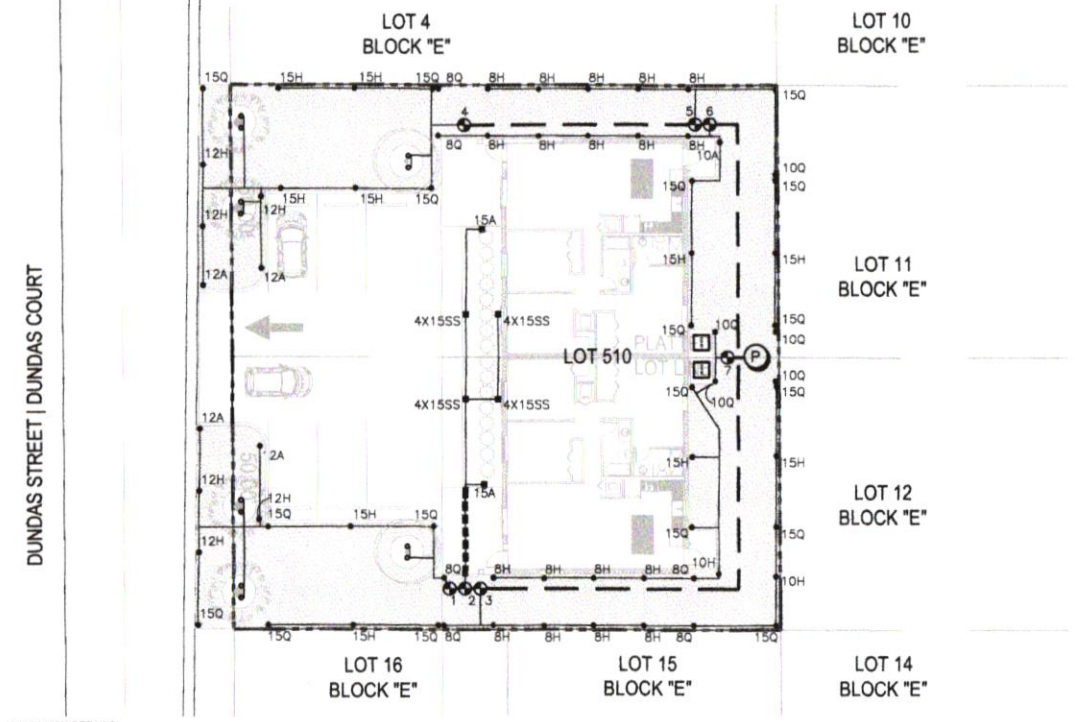
LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
0000000
JUNE 01, 2022

SCALE: AS SHOWN

DATE: 06.01.2022 | DRAWN: DAR

SHEET NUMBER

L-1.10



SYMBOLS LEGEND

- 12" SPRAY – HUNTER PRO ADJUSTABLE
- 6" SPRAY – HUNTER PRO ADJUSTABLE (5002)
- BUBBLER (2 PER TREE)– 1 GPM
- CLASS 200 PVC MAINLINE–3"
- CLASS 200 PVC LATERAL LINE– SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN. MINIMUM SIZE OF 3/4" (EXCEPT RISERS)
- SCH. 40 SLEEVE (MINIMUM OF 24" DEPTH AND 2 SIZES LARGER THAN THE PIPE SIZE OR AS LABELED ON THE PLAN)
- HUNTER PGV ELECTRIC VALVE. 1 1/2" OR SIZE AS SHOWN BELOW. INSTALL VALVE IN AN ARMOR 11" X 17" VALVE BOX AND COVER. 0–23 GPM=1" 26–50 GPM=1 1/2"
- (R) HUNTER RAIN–CLIK RAIN SENSOR–REFER TO DETAIL. LOCATION SHOWN ON PLAN FOR GRAPHIC PURPOSES ONLY.
- (C) HUNTER PCC–SERIES FIXED 6–STATION CONTROLLER INSIDE A PLASTIC PEDESTAL. REFER TO DETAILS. PROVIDE WITH HUNTER RAIN–CLIK DEVICE. MOUNTING PER DETAIL.
- (P) POINT OF CONNECTION–SUBMERSIBLE WELL PUMP SIZE TO BE DETERMINED BY OWNER & CONTRACTOR. SYSTEM DESIGN TO PROVIDE A MINIMUM OF 40 GPM @ 30 PSI OPERATING PRESSURE. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND SHALL ADHERE TO ALL LOCAL REGULATION AND WATER MANAGEMENT GUIDELINES. ELECTRICAL CONNECTION TO BE PROVIDED BY CONTRACTOR. SOURCE TO BE TESTED FOR WATER QUALITY (SALINITY).

ZONE CHART

ZONE 1:	SOD / SPRAY / 00 GPM / 1" VALVE
ZONE 2:	SHRUB / SPRAY / 00 GPM / 1" VALVE
ZONE 3:	SOD / SPRAY / 00 GPM / 1" VALVE
ZONE 4:	SOD / SPRAY / 00 GPM / 1" VALVE
ZONE 5:	SOD / SPRAY / 00 GPM / 1" VALVE
ZONE 6:	SOD / SPRAY / 00 GPM / 1" VALVE
ZONE 7:	SOD / SPRAY / 00 GPM / 1" VALVE

GENERAL NOTES

1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.

2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.

3) ALL POP–UP ROTORS AND SPRAYS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE.

4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.

5) ALL RISERS SHALL BE PAINTED BLACK OR A COLOR CHOSEN BY THE OWNER'S REPRESENTATIVE (IF ALLOWED BY CODE) AND SHALL BE STAKED WITH A STEEL ANGLE AND SECURED WITH PVC ULTRAVIOLET LIGHT PROTECTED PVC CLAMPS. RECLAIMED SYSTEMS MAY REQUIRE THE PIPE TO BE PURPLE.

6) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING KING "ONE STEP" CONNECTORS AND SEALANT WITH WIRE NUTS OR AS DETAILED ON THE DECODER DETAIL FOR TWO–WIRE.

7) THE CONTRACTOR SHALL PREPARE AN AS–BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS–BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.

8) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE SIMPLE BOXES USING RECLAIMED WATER.

9) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.

10) ALL HEADS SHALL BE INSTALLED A MINIMUM OF 24" FROM ANY WALL AND A MINIMUM OF 12" FROM ANY SIDEWALK, PATIO OR ROAD. (MINIMUM OF 3' WHERE THERE ARE NO BUMPER STOPS) THE EXACT HEIGHT OF ANY 12" POP–UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD.

11) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.

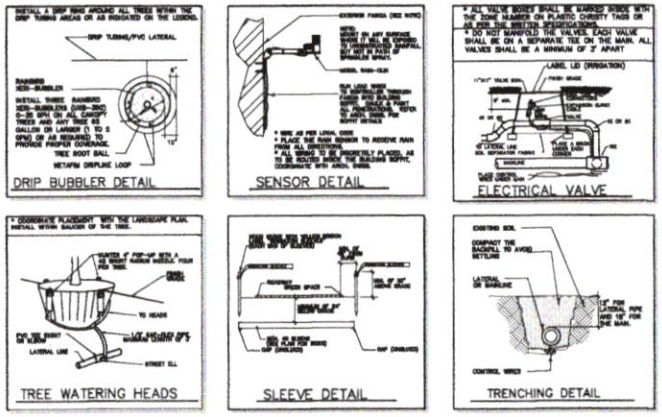
12) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)

13) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER. WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE. CONFIRM THE LOCATION OF THE CONTROLLER WITH THE OWNER OR GENERAL CONTRACTOR BEFORE ANY INSTALLATION.

14) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK ALL NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.

15) 48 HOURS BEFORE DIGGING, CALL 1–800–432–4770 (SUNSHINE STATE ONE CALL CENTER)

IRRIGATION DETAILS



IRRIGATION NOTES

1. The site will be provided with an automatic irrigation system.
2. Irrigation water will be supplied from a well source. Final location of the point of connection shall be determined in the field. The point of connection shown on the drawings is shown for graphic purposes only.
3. Permitting of the system will be provided by the irrigation contractor.
4. Irrigation system shall be designed and will be installed in conformance with all City of Fort Pierce & water management regulations.
5. THE RUN TIME SHOWN FOR EACH ZONE IS FOR ONE RUN CYCLE AND WILL PROVIDE APPROXIMATELY .5" OF WATER. A MINIMUM OF TWO RUN CYCLES PER WEEK IS REQUIRED TO PROVIDE 1" OF COVERAGE. ALL RUN TIMES SHALL BE SET TO FOLLOW THE CURRENT WATER MANAGEMENT DISTRICT REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET THE RUN TIMES BASED ON THE SPECIFIC SITE CONDITIONS AND PLANT REQUIREMENTS. THIS SHALL INCLUDE, BUT NOT LIMITED TO, SOIL TYPE, DRAINAGE, SLOPES, SUN EXPOSURE AND THE ESTABLISHMENT PERIOD. THE CONTRACTOR IS FULLY RESPONSIBLE TO CHECK ANY EQUIPMENT QUANTITIES THAT ARE SHOWN AND SHALL BE RESPONSIBLE TO INCLUDE IN THE PROPOSAL AND INSTALL ALL EQUIPMENT AND PIPING SHOWN ON THE PLAN.

SHEET KEY & NOTES:

PROGRESS SET
NOT FOR
CONSTRUCTION

daniel rogers

ISSUES

NO.	DESCRIPTION	DATE

PROJECT NAME
DUNDAS COURT - RESIDENTIAL DUPLEX
510 DUNDAS COURT
FT. PIERCE, FLORIDA

SHEET NAME
IRRIGATION PLAN, DETAILS & NOTES

SCALE
AS SHOWN

DATE
06.01.2022

DRAWN
DAR

SHEET NUMBER
L-3.01

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
6666666
JUNE 01, 2022

EVALAUTION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - 1204 AVENUE E
RFP NO. 2024-011

CRITERIA		RESPONDENTS		
		Progressions Properties, LLC. Vero Beach, FL	**Vincent Marcellino** Port St. Luice, FL	**Telco Investments, LLC** Boynton Beach, FL
DEVELOPMENT PLAN - MAX 20				
Preliminary bulding plans including elevations, floor plans, facades landscaping plan	20			
Sketches of plans to be developed	15			
Detailed description with no drawings	5			
TIMELINE TO COMPLETE CONSTRUCTION - MAX 20				
Within one year	20			
Between 1 to 2 years	15			
More than 2 years but less than 3 years	5			
PROOF OF FINANCIAL ABILITY - MAX 15				
Letter from Financial institution, proof of financial ability to purchase lot & construct				
CONSTRUCTION COST ESTIMATES - MAX 10				
Detailed cost estimate from licensed contractor	10			
Proposer estimated cost with no 3rd party backup	5			
PROPERTY UTILIZATION - RESIDENTIAL USE - MAX 20				
Owner Occupied	20			
Develop for Resale	15			
Neighboring property owner	10			
Develop as Rental Property	5			
NARRATIVE/SUMARY OF DEVELOPMENT - MAX 15				
TOTAL		0	0	0

RFP NO. 2024-011
RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 1204 AVENUE E
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Progression Properies, LLC	70	41	70	65	246
Vincent Marcellino	72	65	82.5	85	304.5
Telco Investments, LLC	87	67	80	85	**319**

CRITERIA	Points
Development Plan	**20**
Timeline to Complete Construction	**20**
Proof of Financial Ability	**15**
Construction Cost Estimates	**10**
Property Utilization - Residential Use	**20**
Narrative/Summary of Development	**15**

THE SUNRISE CITY

FORT PIERCE

Florida

DISPOSITION OF SURPLUS PROPERTY
1204 AVENUE E

EVALUATION CRITERIA

- Development Plan (20 points)
- Timeline (20 points)
- Construction Cost Estimates (10 points)
- Proof of Financial Ability (15 points)
- Property Utilization (20 points)
- Summary of Development (15 points)





1204 AVENUE E

EVALUATION RESULTS

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Progression Properies, LLC	70	41	70	65	246
Vincent Marcellino	72	65	82.5	85	304.5
Telco Investments, LLC	87	67	80	85	**319**

TELCO INVESTMENTS, LLC



Purchase Price
$25K

3BD/2BATH
Fourplex

Construction
Cost Estimates
$462K

Complete
Construction
within 12
months of
closing

RECOMMENDATION



AWARD RFP 2024-011 TO THE HIGHEST RANKED RESPONDENT, TELCO INVESTMENTS, LLC., AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS FOR THE SALE OF THE PROPERTY.



QUESTIONS

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

Meeting Date: 02/05/2024

Re: RFP 2024-010 - Disposal of Surplus Property - 604 S. 6th Street

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Award RFP 2024-010 for Disposal of Surplus Property - 604 S. 6th Street, to the highest ranked responsive bidder, JoeJohn McVey, and authorize staff to enter into negotiations for the sale of the property.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 604 S 6th St, identified by Parcel ID: 2410-715-0010-000-3, with a legal description of: WOODBINE S/D LOT 10 (MAP 24/10F) (OR 3675-2391). The property was declared surplus by the Fort Pierce City Commission on January 19, 2021, via Resolution 21-R10. Request for Proposal (RFP) number 2024-010 was issued on October 27, 2023. The invitation was sent to 455 vendors. Six (6) vendors requested specifications with two (2) responding.

City staff evaluated the responses cumulatively as follows:

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Journey Equity Partners LLC	85	84	65	77	311
Joe John Mcvey	80	82	82.5	85	**329.5**

In accordance with the Fort Pierce Code of Ordinances, Section 101-23 (4), the Planning Board reviewed the request and forwarded a recommendation to the City Commission for approval of the sale of real property located at 604 S 6th St, identified by Parcel ID: 2410-715-0010-000-3, with a legal description of: WOODBINE S/D LOT 10 (MAP 24/10F) (OR 3675-2391) to JoeJohn McVey.

RECOMMENDATION:

Award RFP 2024-010 for Disposal of Surplus Property - 604 S. 6th Street, to the highest ranked responsive bidder, JoeJohn McVey, and authorize staff to enter into negotiations for the sale of the property.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager
Purchasing Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: 15,000
OTHER INFORMATION:
Purchase price $15,000

Attachments

RFP No 2024-010 Bid Document
Journey Equity Partners LLC Submittal
JoeJohn McVey Submittal
Evaluation Matrix
Cumulative Evaluation Results
604 S 6th St Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/24/2024 03:07 PM
City Manager	Nick Mimms	01/25/2024 04:41 PM
Form Started By: Miriam Garcia		Started On: 01/18/2024 04:35 PM
Final Approval Date: 01/25/2024		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-009**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 706 N 20th STREET**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **1:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms:**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCITONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at

the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the

City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by

individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **1:00PM, Monday, November 13, 2023**.

2. SUBMISSIONS OF PROPOSALS

Electronic format only.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 1:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Manager:

TO
Miriam Garcia
Redevelopment Specialist
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
mgarcia@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.
Are as follows:

SECTION III

STATEMENT OF WORK

1. OBJECTIVE

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Request for Proposals (RFP).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the "Properties") owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the "FPRA"):

- **706 N 20th Street**

2. GENERAL PROPERTY CONDITIONS

The subject property is listed as follows:

706 N 20th Street – Parcel ID# 2404-715-0019-000-7

The subject property is located at 706 N 20th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.15 acres or 6,400 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants, and beaches.

The St. Lucie County Property Appraiser property detail for 2404-715-0019-000-7 is included as Exhibit "A".

The property is zoned Single Family Moderate Residential R-3.

3. TERMS AND CONDITIONS

Sale of this property will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Proposer will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

4. **MANDATORY DEPOSIT**

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort

Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel, or reissue the solicitation.

The security deposit will be returned if the proposal is not accepted by the governing body within ninety (90) days. Should the proposal be accepted, the deposit will be applied to the purchase cost.

5. PROPOSAL SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following three (3) tabs:

TAB 1: PROPOSER SUMMARY

1. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In addition, developers and/or contractors shall provide images of previous work. OR
2. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
3. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

TAB 2: DEVELOPMENT PLAN

1. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
2. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
3. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
4. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?
5. Required Forms
    a. Request for Proposer Acknowledgement Page
    b. Offer to Purchase/Bid Response Form

6. SELECTION PROCESS/EVALUATION CRITERIA

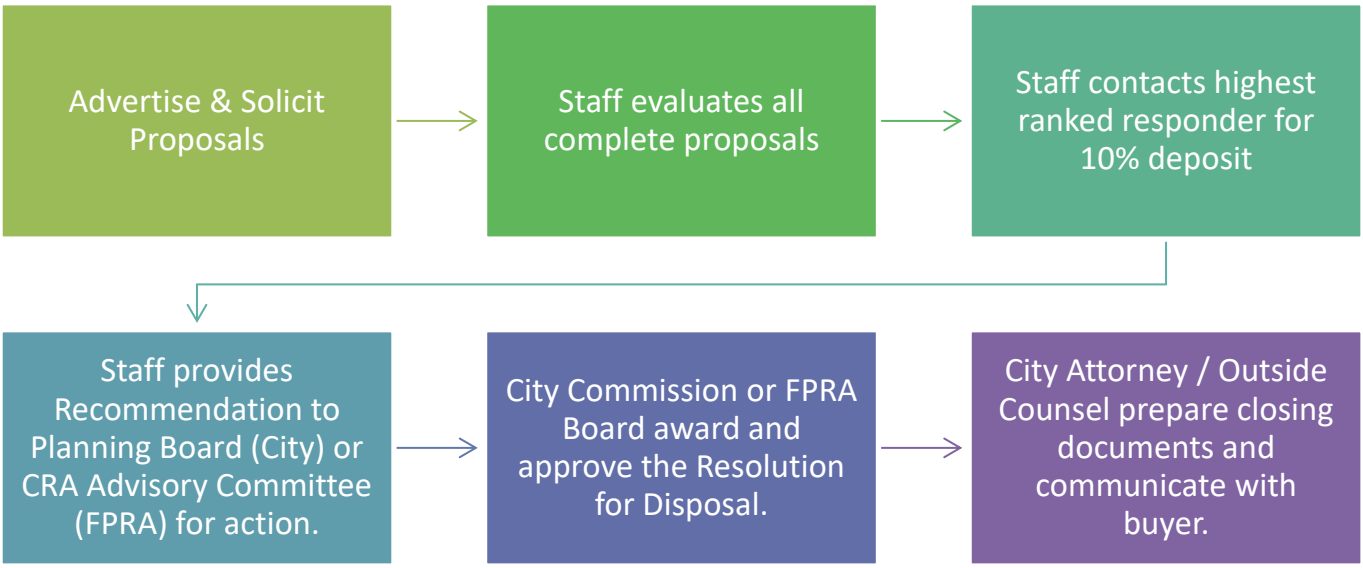
The City of Fort Pierce shall select the best responsive proposer/proposal based upon the evaluation criteria, see below.

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	**Possible Points**
Development Plan	**MAX 20**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)	**MAX 15**
Property Utilization - Developed for Residential Use	**MAX 20**
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

7. AWARD PROCESS



CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
RFP No. 2024-009

I/we propose to purchase property located at: 706 North 20th Street

PROPOSED SUBMITTED BY:

Legal Name (s): _____

Address: _____

Day time Phone Number: _____ Mobile Number: _____

Email: _____

INTENDED USE:
I/we propose to use the property for:

_____

_____

_____

Will this property be your prime residence? _____ Yes _____ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

_____
_____
_____
_____
_____
_____
_____(Attach pages as needed)

Total value of all proposed improvements to the property: $_____

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $_____ for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_____Yes	___No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_____Yes	___No	**Timeline to complete construction project**
_____Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_____Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_____Yes	___No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_____Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____

Bidder of Authorized Representative

_____

Typed Name

_____

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?		
Is the proof of Financial Ability/Letter from financial institution included?		
Does the Development Plan included:		
Preliminary building plans included		
Timeline to complete the construction project		
Construction cost estimates included		
Landscaping plans		
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?		
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBIT “A”

Property Information Card

706 N 20th Street
2404-715-0019-000-7



The subject property is located at 706 N 20th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.15 acres or 6,400 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants, and beaches.

PARCEL ID:

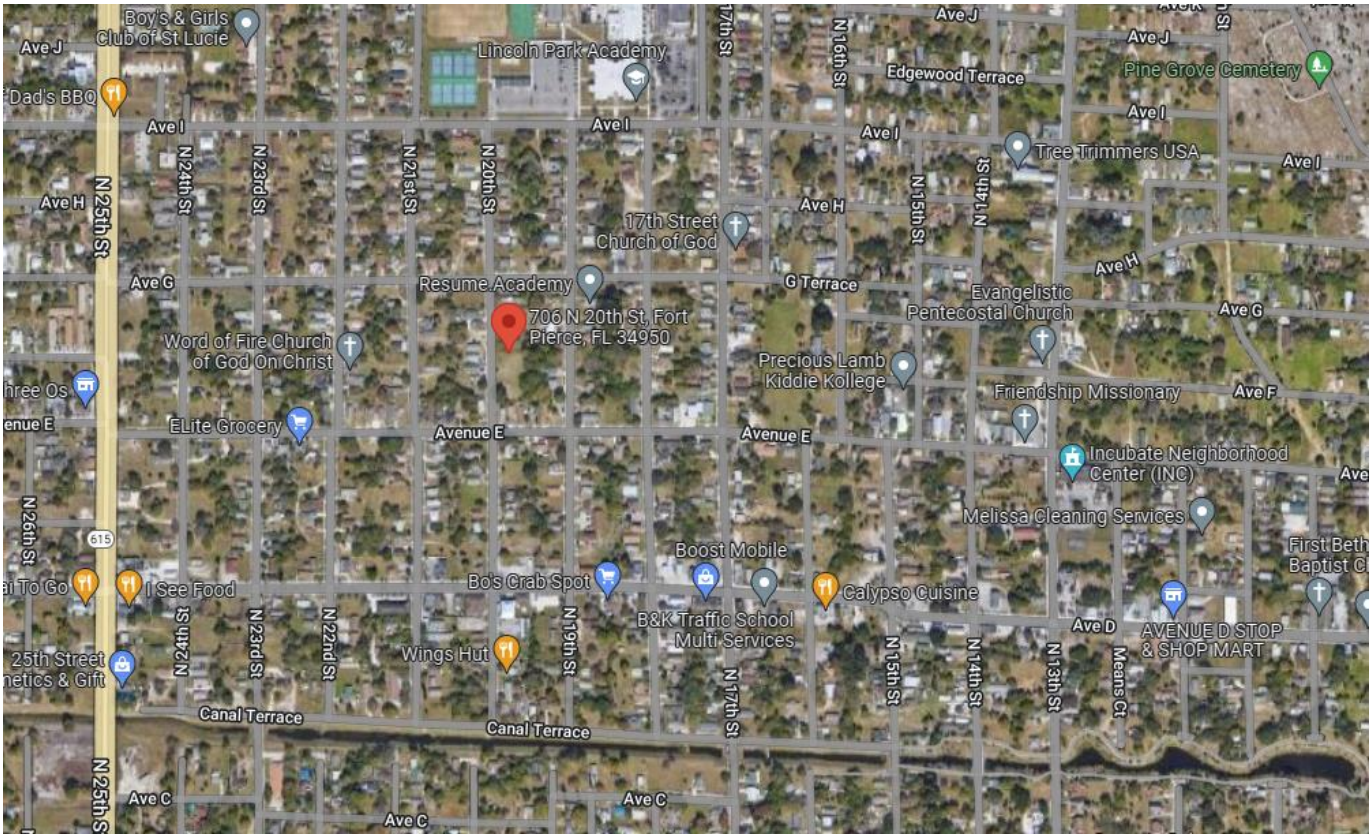
2404-715-0019-000-7

LOT SIZE:

0.15 ac or 6,400 sf

ZONING:

R3 – Single Family Moderate


Boy's & Girls Club of St Lucie
Lincoln Park Academy
Edgewood Terrace
Pine Grove Cemetery
Dad's BBQ
Tree Trimmers USA
17th Street Church of God
Resume Academy
706 N 20th St, Fort Pierce, FL 34950
Evangelistic Pentecostal Church
Word of Fire Church of God On Christ
Precious Lamb Kiddie Kollege
Friendship Missionary
ELite Grocery
Incubate Neighborhood Center (INC)
Melissa Cleaning Services
Boost Mobile
Bo's Crab Spot
Calypso Cuisine
I See Food
B&K Traffic School Multi Services
AVENUE D STOP & SHOP MART
Wings Hut
25th Street
Canal Terrace
Avenue E
G Terrace
Ave D
Means Ct
N 25th St
N 24th St
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 17th St
N 16th St
N 15th St
N 14th St
N 13th St
N 26th St
Ave I
Ave H
Ave G
Ave F
Ave C
Ave J


Avenue G
Avenue G
N 20th St
N 21st St
N 19th St
N 18th St
Avenue E

JOURNEY

EQUITY PARTNERS, LLC.

RFP No. 2024-010

DISPOSITION OF CITY SURPLUS PROPERTIES

604 SOUTH 6TH STREET

DUE NOVEMBER 13, 2023 2:30 PM

FORT PIERCE, FL · THE SUNRISE CITY ·

FPRA FORT PIERCE REDEVELOPMENT AGENCY

JOURNEY
EQUITY PARTNERS, LLC.

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Estimated Total Cost
Landscaping Plans
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Property Development Utilization
Summary/Narrative of Development
Company Profile
(Includes Florida General Contractors License, Resumes, Bond Info, and Further info)



DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Galencia Carter 772-467-3102	**Bid No: 2024-010**
Mandatory Site-Visit: **N/A**	**Bid Title: DISPOSITION OF CITY SURPLUS PROPERTIES – 604 South 6th Street**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **2:30PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: Journey Equity Partners, LLC. **Mailing Address:** 1147 NE 7th Avenue	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Fort Lauderdale, FL 33304	**Typed or Printed Name:** Jarad Wahl
Type of Entity (Select one): **Corporation** LLC. **Partnership** _____ **Proprietorship** _____	**Title:** Principal
Incorporated in the State of: Florida **Year:** 2020	**Delivery in _____days, After Receipt Order**
Phone Number: (954) 368-7700	**Payment Terms:**
Fax Number: n/a	**FEIN or SS Number:** 82-2027969
E-Mail Address: jwahl@journeycdg.com	**Local Business:** ___Y ✓N **MWBE:** ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE
OFFER TO PURCHASE/BID RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
Bid No. 2023-027

Date: November 7, 2023

I/we propose to purchase property located at: 604 S. 6th Street

PROPOSED SUBMITTED BY:

Legal Name (s): Journey Equity Partners LLC.

Address: 1147 NE 7th Avenue Fort Lauderdale, FL 33304

Day-time Phone Number: (954) 368-7700 Mobile Number: _____

Email: jwahl@journeycdg.com, cmoore@journeycdg.com

INTENDED USE

I/we propose to use the property for:

Development of (1) energy efficient single family featuring a modern design with the intention of renting he property and participating in the affordable rental program with the City for those in need of housing.

Will this property be your primary residence? _____ Yes ✓ No

If not above, what do you intend to develop the property for: ✓ Rental _____ Resale ____ Other

IMPROVEMENTS

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

New construction of modern designed single family residence, concrete block construction and built to Miami-Dade Storm Code. Property will feature new landscaping, updated plumbing/irrigation, exterior lighting, and hardscapes. Duplexes will be rented out to families on the City of Fort Pierce's Affordable housing program's list.

(*Attach pages as needed*)

Total value of all proposed improvements to the property: $328,493.55

BID/BID AMOUNT

I/we offer to pay the City of Fort Pierce **$6,600.01** for the property.

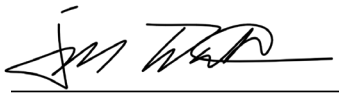
REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

✓ Yes	___No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
✓ Yes	___No	**Timeline to complete construction project**
✓ Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
✓ Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
✓ Yes	___No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
✓ Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.



Bidder of Authorized Representative

Jarad Wahl

Typed Name

November 7, 2023

Date

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is the Bidder's Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Is the Development Plan included:	✓	
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 14-16) completed, signed and attached?	✓	
Bid envelope is marked accordingly.	n/a	

PLEASE SIGN AND RETURN WITH BID: _____

November 9, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY - 604 SOUTH 6TH STREET
RFP NO. 2024-010

ADDENDUM NO. 2

The purpose of this addendum is to modify the bid name listed on Demandstar as Disposition of City Surplus Property – 706 N. 20th Street. Should read as follows:

Disposition of City Surplus Property – 604 South 6th Street

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: JARAD WAHL
Typed or Printed

Company Name: JOURNEY EQUITY PARTNERS LLC.

Address: 1147 NE 7TH AVENUE FORT LAUDERDALE, FL 33304

Date: NOVEMBER 9, 2023

/lh

JOURNEY

DEVELOPMENT PLAN

Parcel ID: 2410-715-0010-000-3 Site Address: 604 S 6th ST





One-Story Single-Family Residence
3 Bedrooms
2 Full Bathrooms

Preliminary building plans



Renderings of buildings

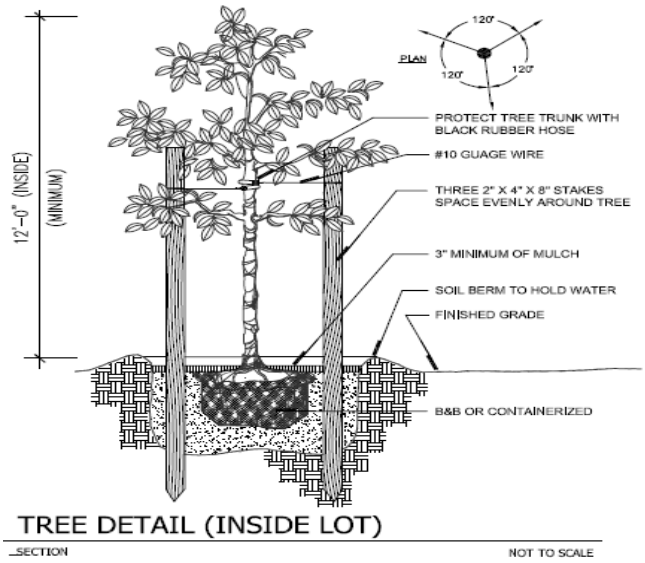


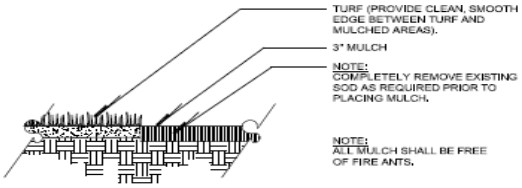


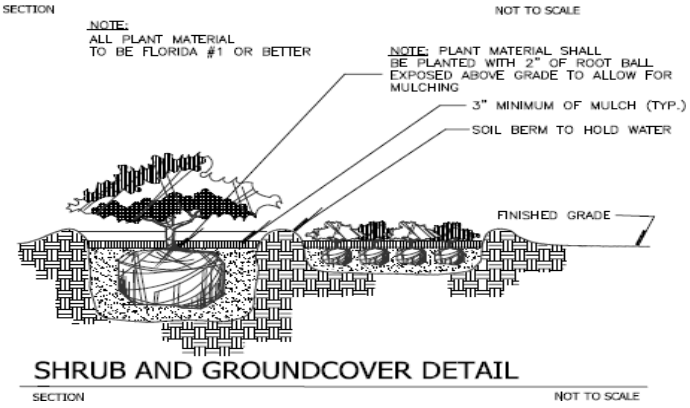


Landscaping Plans

The landscape plans for this project will meet the requirements set forth in SEC 123-36.









Our landscaping deign will feature native plants to the treasure coast region of Florida. We will focus on installing species such as culusia, bromeliads, fountain grasses, and palm trees.







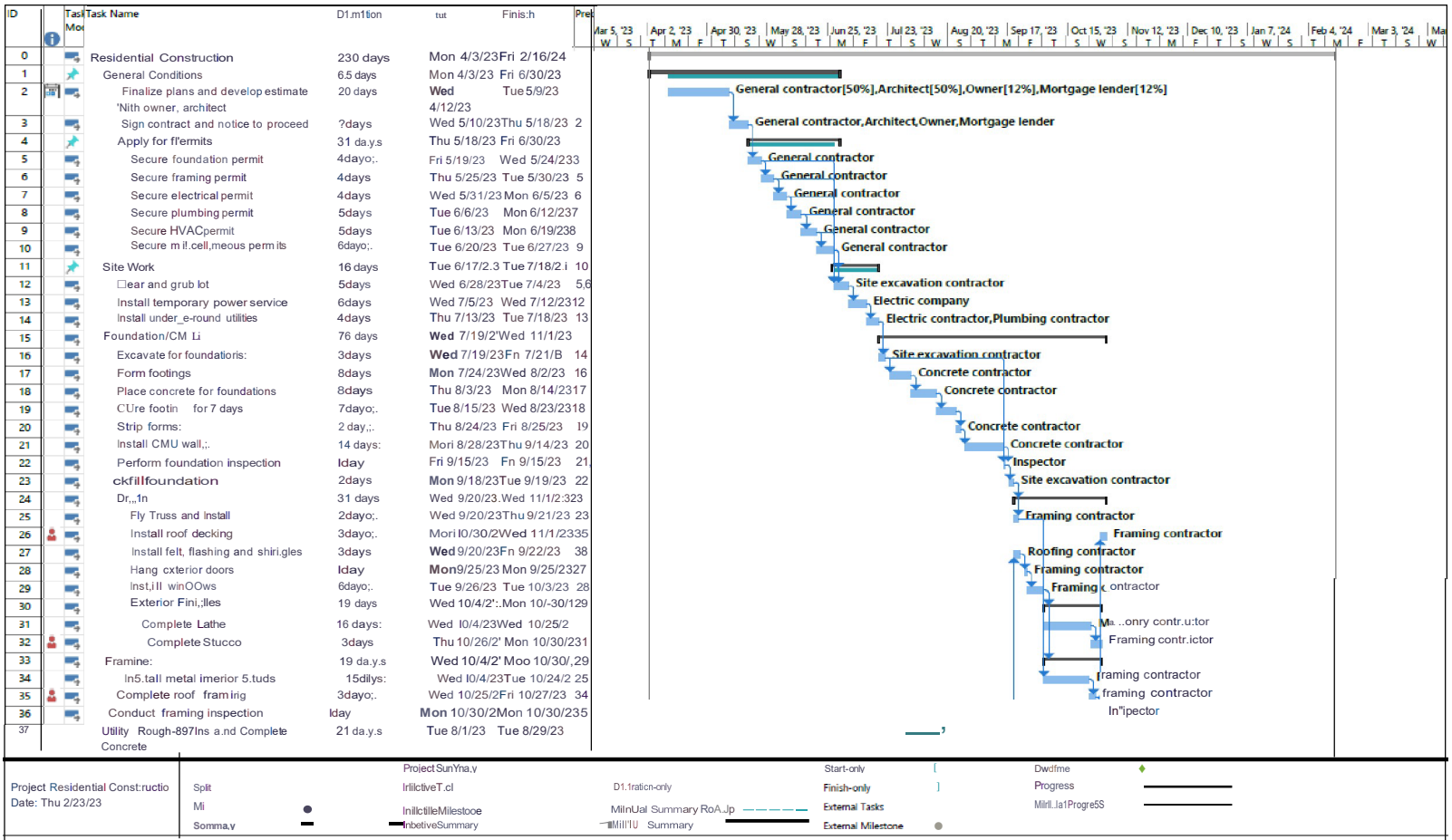


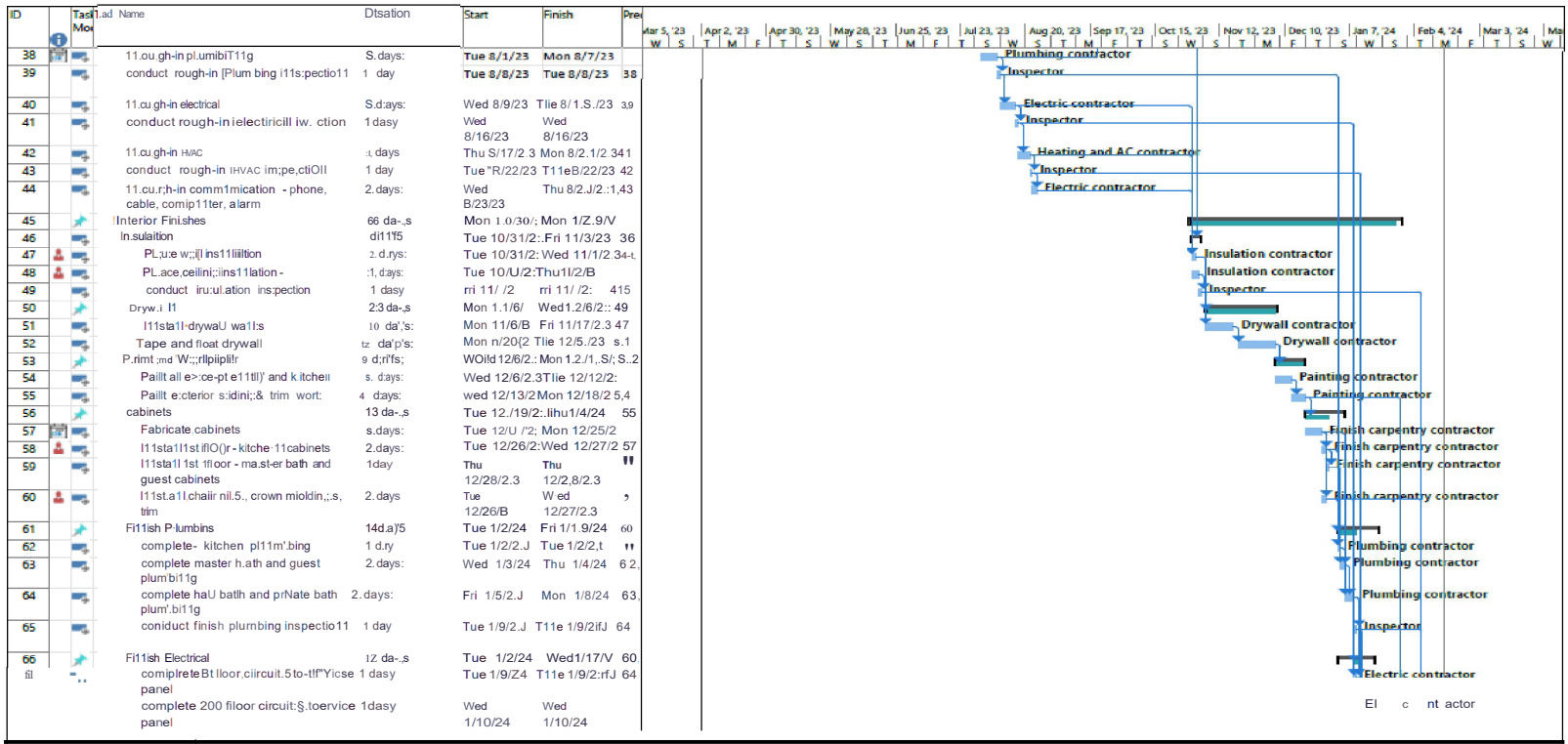
Detailed Description

The duplex model we will build is just at 1,942 square feet and will consist of the following:

- Modern front with large windows
- 3 Bedrooms 2 Full Baths
- Full Kitchen
- Impact Doors and Windows
- Concrete Block structure
- Central A/C Duct system
- Tankless water heater
- Utility Room
- Connection for washer and dryer
- LED Lights
- Hurricane resistant (178 MPH Winds)
- State of Florida Building Council Approved

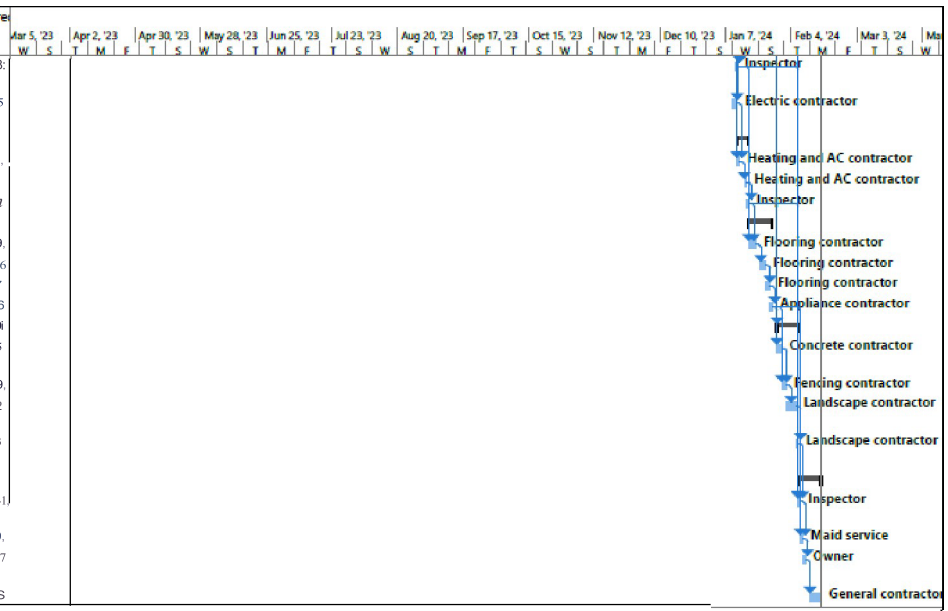
Timeline to complete the construction





JOURNEY

ID	Task Mo	Task Name	Duration	Finish	Pre
69		conduct finish electrical insp,ection	I dily	Tihu 1/11/24 Thu I/11/24	68:
70		complete communicatioru. wiring - phon.e, cable, compl1 ter, .alarm	2 days	Wed 1/10/24 Thu 1/11/24	65
71		Finish ti1VAC	3 da1s	Fri 1/12/ZA Tue 1/16/ZA	
72		complete 1st oor- ron.e- t HV"AC	I day	Fri 1./'12/24 Fri 1/12/24	70,
73		complete 2nd floor - mne 2 ltfVAC	I day	Mon 1/15/24 Mon 1/15/2.::nJ	
74		conduct ti1'1JACi1spection	1 day	Tlue 1{1fJ./2A Tue 1/16/24	n
75		carrpet, Tile :and App'1iances	s daifs	wed 111.1121rri11/2,6/2A!	
76		Tir.ee11try, litch:en and b:aths	3 days	Wed 1/17{24 F"ri 1/1.9/24	69,
77		c-..arpet 1st floor	2 days	Mon 1/2.2/24 Tue 1/23-/24	76
78		carpet 2nd filoor	2 dilys	Wed '1/24/24 Thu 1/25/24	77
79		111sta'll applii111ces	I day	Fri 1./26/24 F"ri 1/26/24	76
80		Landscaping and ·Groumds Work	7 da'j!'S	Mon 1/2.9/2.!Tue 2/6/2.4	79i
81		Pour concrete dri'a'eway and sidew.ilts	2 dilys	Mon 1/29/24 Tue 1./30/24	55
82		Install b.;u:ky.ard ife11ce	2 days	Wed 1/H{24 Thu 2./1/24	79,
83		sod and compl 12te plantings - frowtyard	2 days	Fri 2/2/2.4. Mon 2/5/'24	82
84		sod and complete plantings - b:actyard	1 day	11ue 1.{6/2.t Tue 2./6/2.t	83
85		Fina.I Accept:.ir1ee		wed 2/7'/2A rri12/116/2A!	
86		complete fmal inspectio11for certificate of occupancy	I day	Wed 2/7/24 Wed 2/7/24	841
87		Cleanup ifor ocC1 1p.a r1cy	1 day	Tihu '1.{8/24 Thu 2]8/24	79,
Bli	'"I-	Perform final walk through inspe,ction	I dily	Fri 2./9/24 F"ri 2/9/H	87
89		completJ:! punch list items	5 days	Mon 2/12{24 Fti 1/16/24	8S



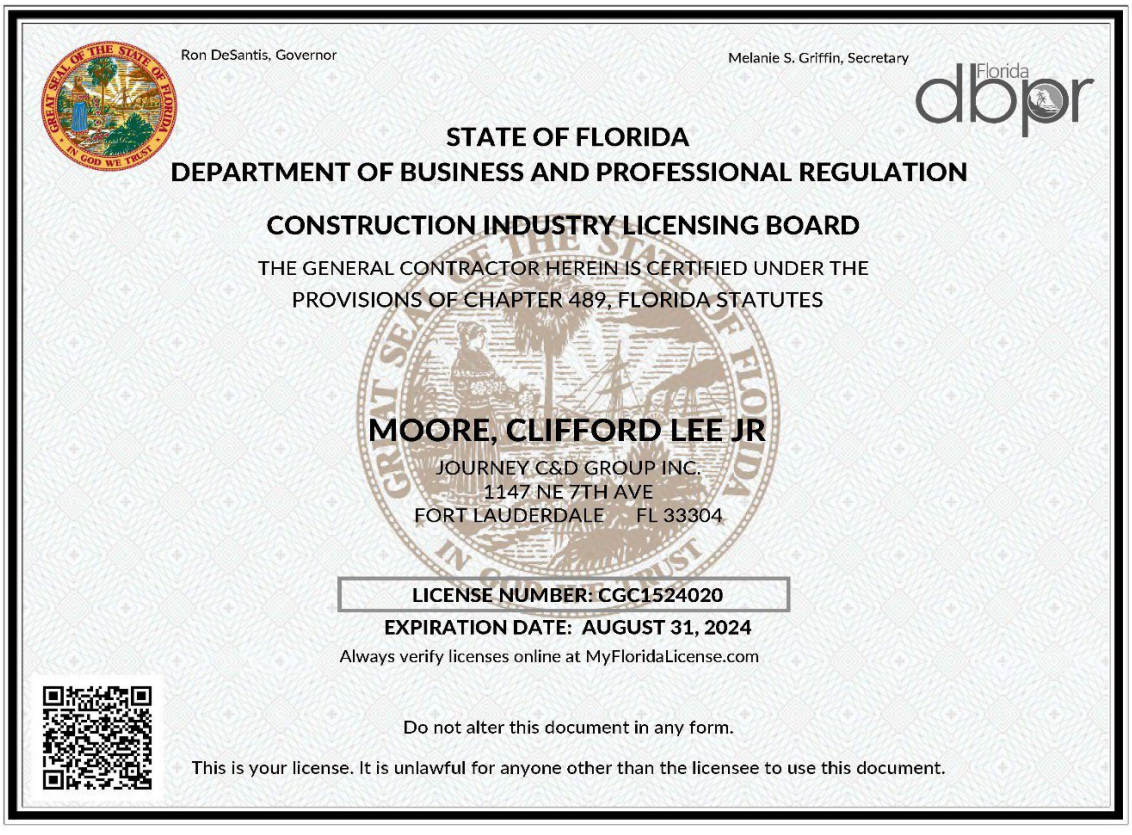
Projec.t:Re id',-e.111tial Canruu C1IO
Date: Thu 2/23/23

Split:	Pro SumIl»I')'	MiJrwalTiJ:.11:	Starl-C11t,		
MilestlJf:le	InKi IIJg(	Durnon	J:"mid-only	....,=	
:5.JrrwniJry	Iru.c:tiw-MilestoM- I St.nmary	r.1iJrwalSulTVTI,IryRdlup	Eru-nu1Tzl3	Manu;il Prcgrc=	
		MiJrwalSulTVTI,Iry	0		

Detailed Cost Estimate by a Licensed General Contractor

As we are also a fully Licensed and State Certified construction firm, we have our own internal estimating division that allows us to be more precise and efficient when cost estimating on all our all projects.

Our internal estimating team has put together a cost estimate to complete construction that we as an organization believe is current to the market trends and not comprising material quality for cost.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MOORE, CLIFFORD LEE JR

JOURNEY C&D GROUP INC.
1147 NE 7TH AVE
FORT LAUDERDALE FL 33304

LICENSE NUMBER: CGC1524020
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

JOURNEY

Detailed Cost Estimate

Journey C+D Group, Inc

COST ESTIMATE

Powered by RedTeam

2210002 - Fort Pierce Duplex Development

Manager: Oifford Moore

As of 2/23/2023

Original Scope

	Description	Quantity	U/M	Labor(S)	Material ($)	Subcontract ($)	Equipm•mt ($)	Other($)	Total($)
01300	County Impact Fees	1.00	1/s	0.00	0.00	6,500.00	0.00	0.00	6,500.00
	Duplex	1,00	ea	Subcontract	6,500,00				6,500.00
01500	Temporary Fadllti s and C ontrols - Electrical and Plu mbing	1.00	1/S	0.00	0.00	2,000.00	0.00	0.00	2,000.00
	Temporary Facilities and C ontrols	1.00	1/S	Subcontract @	2,000.00				2,000.00
02300	Earthwork	1.00	1/s	0,00	0,00	21,146,00	0.00	0.00	21,146.00
	Earthwork	1.00	lfs	Subcontract	21,146.00				21,146.00
05500	Metal Fabrications	1,00	Vs	0,00	0,00	500,00	0.00	0.00	s00.00
	Metal Fabrications	1,00	1/s	Subcontract @	500,00				s00.00
07400	Roofing Flashing and Sea m	1.00	1/s	0.00	0.00	2,500.00	0.00	0.00	2,500.00
	Roofing Flashing and Sea m	1,00	1/s	Subcontract	2,500,00				2,500.00
09500	Ceilings	1.00	1/S	0.00	0.00	4,000.00	0.00	0.00	4,000.00
	Celllngs - Plaster at Seam	2.00	1/S	Subcontract	2,000.00				4,000.00
09600	Flooring	1.00	1/s	0.00	0.00	12,000.00	0.00	0.00	12,000.00
	Flooring Tile Allowance	2,400.00	sf	Subcontract	2.00				4,800.00
	Floor Setting Materials an d Grout	2,400.00	sf	Subcontract	a.so				1,200.00
	Flooring Labor Installation	2,400,00	sf	Subcontract @	2,50				6,000.00
010000	General Conditions	1.00	1/S	0.00	0.00	400,00	0.00	2,050.00	2,450.00
	Porta Potty	1,00	mths	Subcontract	400,00				400.00
	Office Supplies, Water, Ie e, Small Hand Tools	1.00	1/S	Other	1,500.00				1,500.00
	Office Space/Trailer	1.00	mths	Other@	550.00				550.00
010000	Permitting and Builders Ri s	1.00	1/S	0.00	0.00	9,900.00	0.00	0.00	9,900.00
	Builders Risk	1.00	1/s	Subcontract @	2,100.00				2,100.00
	Permitting	1.00	1/s	Subcontract	7,800.00				7,800.00
013100	Project Management and coor"dlnatton	1.00	1/S	20,500.00	0.00	0.00	0.00	0.00	20,500.00
	Part Time P.-oje ct Manager	2,00	mon	Labor@	5,000.00				10,000.00
	General Sup,erintendent	1.50	mths	Labor@	7,000,00				10,500.00
13120	Concrete Shell, drywall an d f'.oofing	1,00	1/s	0,00	□,DO	150,SBO,OO	0.00	6,000.00	156,580.00
	Duplex (2 Units)	1.00	ea	Subcontract @	147,080.00				147,080.00
	Appliarnces {Stove, Refrig, Microwave, Washer and ID rye:r, and Garbage Di.sposa l. Dishv,.rer.	2.00	ea	Other@	3,000.00				6,000.00
	c.-ane	1.00	ea	Subcontract @	3,500.00				3,500.00
15400	Plumbing Underground Ro ugt, all!d Connection	1.00	1/s	0.00	0.00	6,050.00	0.00	0.00	6,050.00
	Unde.-,ground Rough and C onnection	2.00	1/s	Sub contract @	3,025.00				6,050.00
15700	Hea1tlng, VE;Intilating. and Air Condltlon,lng Equlpme nt & Installation	1.00	1/S	0.00	0.00	10,000.00	0.00	0.00	10,000.00
	t-1eat.lng. V.entllatlng, and Ai.- Conditioning Equipme nt & [nstalllation	2.00	1/S	Sub contract @	5,000.00				10,000.00
16200	Electri:cal Power	1,00	1/s	0,00	0,00	7,000,00	0.00	0.00	7.,,000.00
	Elecb"lical Power	2.00	1/s	Subcontract @	3,500.00				7,000.00
017400	Cleaning and w ste Mana gement	1.00	lfs	0.00	0.00	3,125.00	0.00	0.00	3,125.00
	Dump:st:-er	1.00	1/s	Subcomract @	725.00				725.00
	Flnal Interior Clean	2.00	ea	Subcontract @	1,200.00				2,400.00
022100	Surveys, Elevation Certlfk: ate, Tests	1,00	1/S	,o,oo	0,00	1,900,00	0.00	0.00	1,900.00
	Sur'Veys - EleY',aitlon, 4-Cor ne.-, Setback	1.00	1/S	Sub c-.ontract @	1,200.00				1,200.00
	Soil Test	1,00	ea	Subcontract @	350,00				350.00
	Concrete Test	1.00	ea	Subcontract @	350.00				350.00
024100	L.andscape and Irrigation	1.00	1/S	0.00	0.00	8,700.00	0.00	0.00	8,700.00
	Landscape Per lot	1.00	ea	Subcontract @	5,200.00				5,200.00

Detailed Cost Estimate and Final Cost

	Irrigation	1.00	ea	Subcontract @	3,500.00	=			3,500.00
070000	Stucco - Thermal and Moisture Protection	1.00	l/s	0.00	0.00	15,000.00	0.00	0.00	15,000.00
	Stucco Entire House - Smooth	2.00	l/s	Subcontract @	7,500.00	=			15,000.00
099100	Exterior Painting	1.00	l/s	0.00	0.00	9,500.00	0.00	0.00	9,500.00
	Exterior Painting	2.00	l/s	Subcontract @	4,750.00	=			9,500.00
102800	Shower Glass Door Allowance	1.00	l/s	0.00	0.00	3,000.00	0.00	0.00	3,000.00
	Shower Glass Door Allowance	2.00	l/s	Subcontract @	1,500.00	=			3,000.00

SUBTOTAL DIRECT COSTS	**20,500.00**	**0.00**	**284,301.00**	**0.00**	**8,050.00**	**312,851.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**20,500.00**	**0.00**	**284,301.00**	**0.00**	**8,050.00**	**312,851.00**
Profit Margin					4.76%	15,642.55

Supplemental Markups:

TOTAL PRICE	**328,493.55**

Proof of Financial Ability

11/08/2023

Re: Approval of Credit

To Whom It May Concern:

Journey C&D Group, Inc. Has been approved for Kiavi Funding Corporation's Bridge Pro Lending program. This program entails a funding commitment of $500,000.00 in aggregate loans outstanding, available for the acquisition and renovation of residential properties. Before approval of each loan, Kiavi will require an acceptable valuation supporting the property value and all conditions to be met.

If you have any questions or would like additional information, please feel free to contact me via the information provided below.

Respectfully,

Lorena Diaz

Regional Director, Strategic Accounts

Lorenaa.diaz@kiavi.com

315 Montgomery St, Floor 15, San Francisco, CA 94104

P: 954-398-4285 | NMLS:1314639 | Company NMLS ID:1125207

Property Development Utilization

Growing up in Fort Pierce makes this project truly hit home (pun intended). We understand the commitment and responsibility to come back and build a development that is a part of a bigger picture revitalizing and transforming Fort Pierce. While reviewing the sites we wanted to ensure that we could maximize its potential and utilization. We believe four modern multifamily units will add to this changing community.

We are committed to hire only subcontractors such as electricians, plumbers, air conditioning, concrete, and roofers for this project that are from the immediate local area of Fort Pierce. By hiring local subcontractors, an immediate economic impact to the area can be made. As a Minority-Owned Business Enterprise, we value seeking and partnering with those other local firms who are also disadvantaged.

While construction of the development is underway, our management team will focus on communicating with the Fort Pierce Affordable Housing program, to get those who are qualified and in need of a quality residence, identified and ready for a move in date. Affordable housing is a national issue in the United States and our commitment is to find opportunities by utilizing our resources to develop sustainable affordable housing. Whether it be a single parent or a family of six, we will provide an affordable solution that is energy efficient and sustainable to the environment.

Once construction is complete, our management team will employ a property management firm local to Fort Pierce to ensure there is immediate service and assistance available to our tenants. Our goal is to have this development built by the community for the community. We strongly believe in supporting the local area businesses and by utilizing their services, we can provide a better overall footprint as a sustainable housing developer.





Development Narrative

Fort Pierce is one of Florida's historic cities poised with opportunity in the eyes of our team.

Our single family residence would bring in a multitude of positive take aways for the city and our end-user Tenants. Those features this development focuses on, are the following:

- One Additional affordable housing alternative units within the immediate area.
- Modern design home with modern luxuries
- Restore the urban landscape and add trees to along the sidewalks.
- Connect local small business and minority/disadvantage business for concentrated economic growth.
- *Assist* in the vision of the city by their enabling private sector development of new residential units to update existing development patterns.

Our plan for 604 South 6th Street is to deliver an atheistically modern single-family home that is for those local families in need of affordable housing while striving to be a contributor to the future of Fort Pierce.

We are committed to ensuring those families that are in need of housing in the City of Fort Pierce can be provided a quality place to live at an affordable cost.

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

JOURNEY C&D GROUP INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

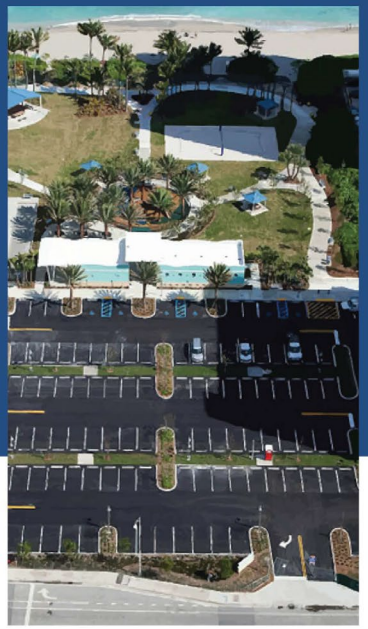
APPROVED NAICS CODES:

236220

Dwayne ***Moore***

DBE & Small Business Development Manager

Florida Department of Transportation



ABOUT US

The life we are blessed with is not so much about the beginning or the end, but more about the **"Journey"** between. In the same way when you are developing or building, you can get any reputable construction management firm to build your project, but the difference maker is the Journey. The **Journey** will dictate the future.

MESSAGES FROM CEO

Dear Valued Member,

Journey C+D Group, Inc. is pleased to present our qualifications. We bring a team of accomplished leaders with a demonstrated record of successfully leading design and construction projects. Our experience gives us the best practices in construction that will strongly benefit your organization in safety, quality, on-time delivery and cost. We pride ourselves on cost effective, on-time and minimally disruptive project delivery-we will partner with you to ensure your operational goals are exceeded.

Journey C+D Group, Inc. emphasizes accountability and transparency in all of our engagements. We will uphold the highest standards of professionalism delivering elite level services, leveraging experience, expertise, and knowledge in a manner that mitigates risk and enhances return. We aim to be your trusted partner, supporting your construction needs in the highest professional manner at all times.

-Clifford L. Moore Jr. / Chief Executive Officer

OUR SERVICES

Founded in 2018, Journey C+D Group, Inc. is a construction management firm based out of South Florida.

From planning, design, and engineering to consulting and construction management, we deliver professional services throughout the project life cycle.

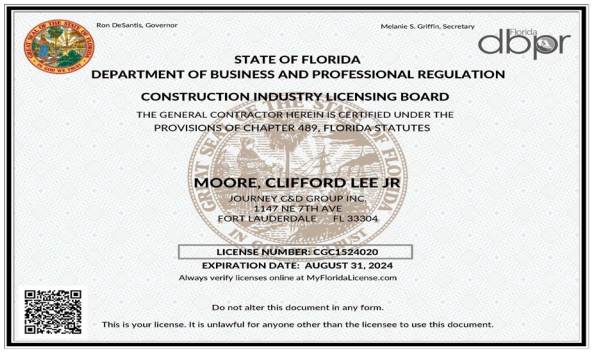


PRE-CONSTRUCTION SERVICES

CONSTRUCTION MANAGEMENT

SITE SAFETY MANAGEMENT

PROFESSIONAL LICENSES AND CERTIFICATIONS


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MOORE, CLIFFORD LEE JR

JOURNEY C&D GROUP INC.
1147 NE 7TH AVE
FORT LAUDERDALE FL 33304

LICENSE NUMBER: CGC1524020
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

State of Florida Certified General Contractor

State of Florida Minority Certified Business

Palm Beach County SMBE
The School Board of Palm Beach SMBE
City of West Palm Beach SMBE
Broward County SMBE
The School Board of Broward County SMBE

Miami Dade County SMBE
The City of Miami SMBE

Florida Department of Transportation
South Florida Water Management District S/MBE
Miami Dade Public Schools MBE & Vendor

OUR COMPANY

Journey C+D Group, Inc. is a fully integrated construction management firm. Our core components are Construction Management/Development and EHS Services,. Our clients trust our team to help deliver their most complex projects, as we understand every assignment presents unique goals and challenges.



"The highest form of recommendation comes when you hire the contractor you want to keep working with and Brooks + Scarpa could think of no one better than Journey C+D Group Inc. when we decided to build our new South Florida studio. They are easy to work with, honest and always available."

Jeff Huber, Principal, Brooks + Scarpa Architects

OUR CORE VALUES

- Commitment
- Loyalty
- Communication
- Trust

OUR SAFETY RECORD

Zero Reported injuries since our inception.







BONDING CAPACITY

NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

February 10, 2023

Re: **Journey C&D Group Inc.**

To Whom It May Concern:

This is to advise you that Nielson, Wojtowicz, Neu and Associates provides bid, performance, and payment bonds for **Journey C&D Group Inc.** The name of their surety is **American Contractors Indemnity Company**, which carries an A.M. Best Rating of **A++ XV,** and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **American Contractors Indemnity Company** should be in a position to provide **Journey C&D Group Inc.** Performance and Payment Bonds for single projects in the amount of **$3,000,000** and aggregate support in the amount of **$6,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Journey C&D Group Inc. is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz
Producer

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335

SMART. UNCOMPROMISING. TIMELY EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE

Single Limit $3,000,000
Aggregate $6,000,0000

*Ability for higher bonding capacity based on project specifics/Clients Needs.

OUR PRIORITIES

Journey C+D Group is passionate about giving back to the communities we build in. We constantly look for opportunities to help, uplift, and support organizations that can make a lasting impact.

- Humane Society
- 5000 Role Models of Excellence Project
- St. Jude Children's Hospital – Active Volunteer
- American Red Cross – Community Volunteer



OUR APPROACH

We believe having qualified teams of professionals that lead reputable subcontractors throughout a project life cycle is key. By combining talented teams and state of the art software, we are able to efficiently and successfully build projects.

TECHNOLOGY

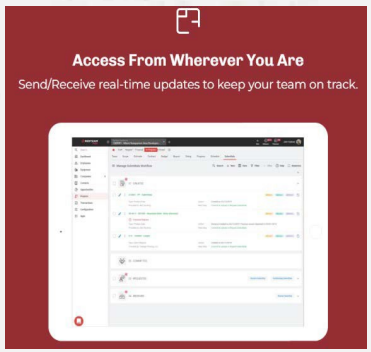
Reduce risk, control cost and increase predictability.

RedTeam is a highly customizable construction management solution trusted by many construction professionals. Designed to help mid to enterprise-level contractors, RedTeam Flex helps you manage your construction projects from start to finish:

- **Maximize communication, performance and productivity in the field**
- **Improve your overall administration, estimating, and bid solicitation**
- **Annotate, publish and share drawing files on web or mobile**
- **Share the project's financial status with clients in an easy, understandable format.**

JOURNEY DISPLAYS THE MOST NEEDED TRAITS IN A CONSTRUCTION COMPANY,WHICH IS HONESTY AND ACCOUNTIBILITY ABOVE ALL.

-CONTIN DESIGN & ARCHITECTURE



OUR LEADERSHIP

Our team is comprised of knowledgeable, professional and honest leadership.



Clifford Moore Jr.

Chief Executive Officer

Clifford L. Moore Jr. is the CEO of Journey C+D Group Inc. headquartered in South Florida. As a general contractor Clifford has been instrumental in building and maintaining the company's growth, and focus on providing professional construction management, quality service and craftsmanship. Clifford understands the importance of establishing partnerships and strategic alliances, also engaging local workforces in a collaborative effort to construct community centers and community projects. Clifford has taken his experiences and real-time education and applied it to every development and project.



Jarad Wahl

Chief Operating Officer

As Journey C+D Group's COO, Jarad is committed to collaborating with clients, employees and the community to promoting a transparent and positive culture that allows us to build with the experience in mind. He developed strategies and cultivated partnerships that have grown the company into multiple domestic markets and various development projects. His focus on corporate culture, building leaders within, and relationships with the community have combined for several successful project experiences for the end users. He is a certified general contractor in the State of Florida.

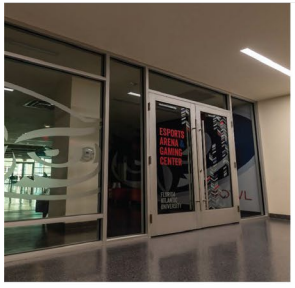
OUR PROJECTS

FLORIDA ATLANTIC UNIVERSITY STUDENT UNION RENOVATIONS

Boca Raton,FL











BROOKS SCARPA ARCHITECTS

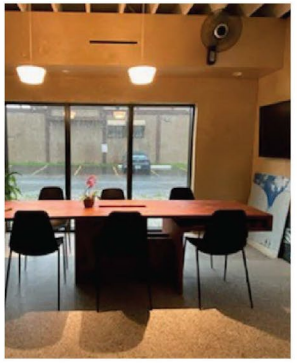
SOUTH FLORIDA STUDIO

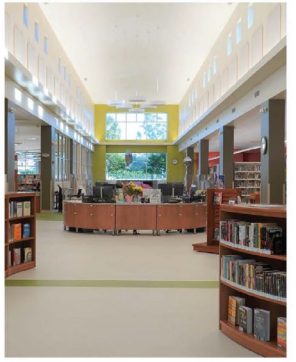
Fort Lauderdale, FL

Brooks + Scarpa is a collective of architects, designers and creative thinkers dedicated to enhancing the human experience. Honored with the Smithsonian Cooper- Hewitt National Design Award, the firm is a multi-disciplinary practice that includes architecture, landscape architecture, planning, environmental design, materials research, graphic, furniture and interior design services that produces innovative, sustainable iconic buildings and urban environments.

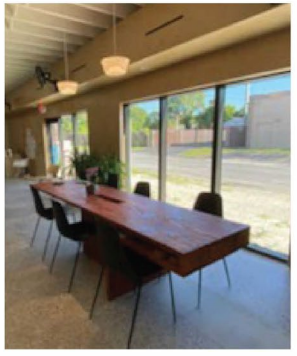
Ranked 2nd Overall top Architecture Firm in the USA by Architect Magazine and 333rd worldwide by Design Intelligence, Brooks + Scarpa is considered one the premier design firms in architecture, having been recognized with some of the most prestigious honors in the profession.

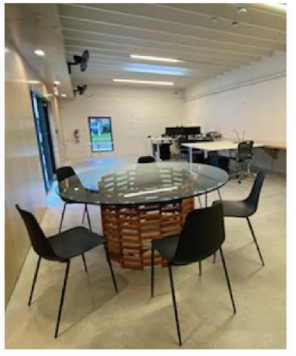
The firm's work has been exhibited worldwide including venues such as The Museum of Contemporary Art Los Angeles, The National Building Museum, Portland Museum of Art, the Kwangju Bienale and has also appeared on The Oprah Winfrey Show.

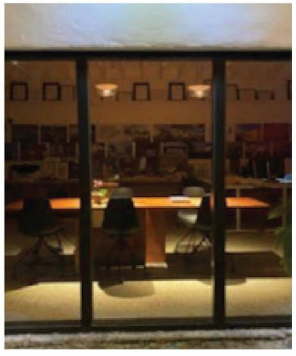








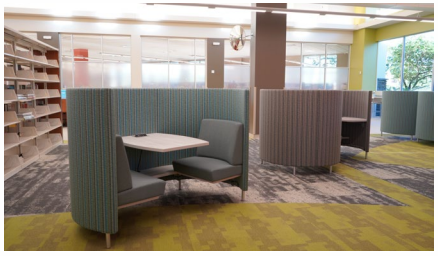




Palm Beach County: Wellington Library

West Palm Beach, FL



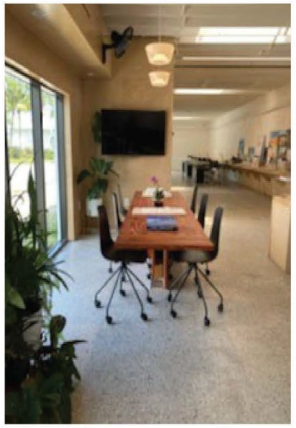






Palm Beach County: Lantana Library

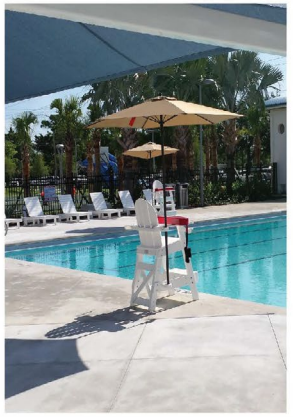
Lake Worth, FL













NOTABLE PARTNERS

BROOKS SCARPA

CONTIN
AACHITECTURE+ DESIGN

Song + Associates, Inc.
Architecture • Planning • Interior Design

Professional Bank

PGAL

1nves1s
investors and experts in
sustainable infrastructure

NOTABLE CLIENTS

THE SCHOOL DISTRICT PALM BEACH COUNTY

PalmBeach
INTERNATIONAL AIRPORT

SEMINOLE TRIBE OF FLORIDA
Tribal Council
IN GOD WE TRUST

PALM BEACH COUNTY FLORIDA

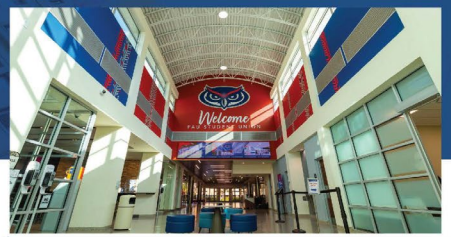
HallandaleBeach

HallandaleBeac

FLORIDA ATLANTIC UNIVERSITY
EST. 1961

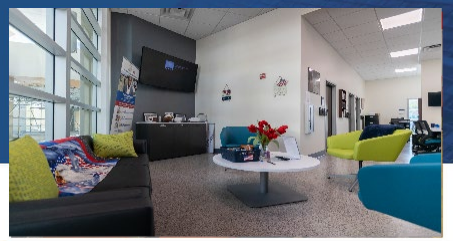
STEELHOMES

OUR PROJECTS



Florida Atlantic University Student Union

Boca Raton, FL



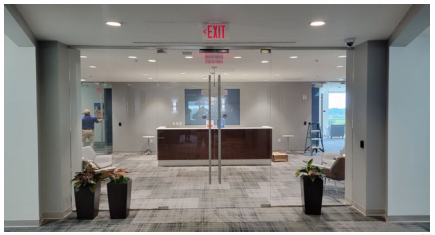
FAU Veterans Affairs Office Renovations

Boca Raton, FL



Brooks + Scarpa South Florida Studio

Fort Lauderdale, FL



Health Trust Workforce Solutions Lobby Renovations

Sunrise, FL,



Wellington Library



Lantana Library



Sugar Sand Park

Boca Raton, FL



Joseph Scavo Park

Hallandale Beach, FL



Prince Field Park

Miami Springs, FL



B.F. James Park

Hallandale Beach, FL



South City Beach Park

Hallandale Beach, FL



West Riviera Beach Elementary School (2024)

Riviera Beach, FL



The Florida Highwayman Museum

Fort Pierce, FL (In-progress)



Wellspring Health Medical Center



Miami Beach Police HQ Renovations



The Historic Barclay Apartments

Miami,Beach, FL (In Progress)



Hallandale Beach Affordable Housing Development

Hallandale Beach, FL (In-Progress)



PBC Water Treatment Plant No. 2 Renovations

Boynton Beach, FL (In-progress)



Ahfachkee Lower School, and Cym

Clewiston, FL



Exotic Optical Eyewear

Fort Lauderdale, FL



PBIA Fire-Rescue Station #81 Renovations

Palm Beach, FL

DISPOSITION OF FPRA SURPLUS PROPERTY

BID NO: 2024-010

604 S 6TH STREET

BID PACKAGE - DEVELOPMENT PROPOSAL

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SCHEDULE | TIMELINE

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OFFER TO PURCHASE

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SECTION 1 BIDDER INFORMATION

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BIDDER INFORMATION

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SUMMARY

PERSONAL STATEMENT

AS PROPOSED DEVELOPER -

My interest and long term goals have drawn me to look back at my hometown with a renewed since of enthusiasm and optimism. I am interested in bringing a fresh eye to a place that I have a very personal relationship with. In doing so I hope to use my ideas and many years of experience to be a transformative force for future development.

AS OWNER / OCCUPANT -

Currently I own the property at 608 S. 6th Street (2 lots south of 604 S. 6th Street), which I purchased in April of 2022; with the same intentions as 604. My intentions, if I am fortunate enough to purchase 604, would be to develop both lots with similar ideas in mind. The first development would be 604 S. 6th Street based on the City's desire to develop the property in a given timeline. This would serve as a means to evaluate the project from a community perspective as well as to test the market as a whole. If successful, I would follow with the development of the 608 property. With the synergy of two new developments on the same street there is a better chance of promoting further development interest and spurring real change to take place.

BIO

Joejohn McVey
Principal - mcveystudio design, llc.

Joejohn McVey is a Los Angeles based designer, originally from Fort Pierce, Florida. He is trained as an Architect with a extensive understanding of the design, construction, and development process. He holds a Bachelor of Arts in Design from the University of Florida (BA 1996) and a Master of Architecture from Southern Institute of Architecture "SCI-Arc" (MA 1999). Joejohn's professional career spans over two decades, working with some of the most prominent Architects and Designers of our time. His experience includes a vast body of work on award-winning projects ranging from residential, retail, commercial, hospitality, entertainment, and large-scale mixed-use developments, both nationally as well as internationally.

Currently Joejohn is employed by Cain International as a Senior Director of Design where he supports the Cain Development team on the firm's "One Beverly Hills" project, a 17.5 acre development in the heart of Beverly Hills, where his primary focus is on managing the design and delivery of the project.

Prior to joining Cain Development, Joejohn worked for Unibail-Rodamco-Westfield as a Senior Design Director, where he was responsible for the design, coordination, and delivery of a number of flagship properties, most notably Westfield Century City, a 1.3 million sq.ft. flagship redevelopment and expansion of an existing outdoor mall in the heart of Los Angeles. Prior to URW, Joejohn worked for the Jerde Partnership as an Associate Vice-President and Senior Project Designer where he oversaw the technical design and development of several large-scale, mixed-use projects from concept through construction. Working in past firms with the likes of Gehry Partners (formerly Frank Gehry and Associates), The Jerde Partnership, Unibail-Rodamco-Westfield, as well as his own office, mcveystudio design, llc., his skills and dedication to the profession have made him a sought after commodity among his peers.

Key Experience
- 25 years of experience in architectural design and development of large scale, mixed-use projects, both nationally and internationally
- Extensive experience focused on high-end residential, retail, hospitality, and entertainment projects.
- Major projects include:
  - "One Beverly Hills" Beverly Hills, CA
  - Westfield Century City, Los Angeles, CA
  - Wynn Encore, Las Vegas, NV
  - Baha Mar, Nassau Bahamas
  - Several Custom Residential Homes

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FINANCIAL ABILITY

The financing of the project will be covered in two parts:

- ***Cash*** *- which will cover the purchase of the property, A&E fees, up-front development cost, and construction loan closing cost.*
  (see attached personal bank statements)
- ***Construction loan*** *- which will cover the "hard construction cost.*
  (See attached bank pre-qualification letter)

October 31, 2023

WELLS FARGO

Wells Fargo Prime Checking

Questions? Please contact us:

Available 24 hours a day, 7 days a week
We accept all relay calls, including 711
Phone: **1-800-TO-WELLS** (1-800-869-3557)
En español: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.
P.O. Box 6995
Portland, OR 97228-6995

JOEJOHN M MCVEY
12425 1/2 SHORT AVE
LOS ANGELES CA 90066-6440

Accounts linked to your Wells Fargo Prime Checking account:

Bank Deposit Account(s)

Account (Account Number)	*$ Balance*
Wells Fargo Prime Checking ([redacted]7761)	33.77
Wells Fargo® Essential Checking [redacted]3345)	16,823.42
Wells Fargo® High Yield Savings ([redacted]2733)	23,056.64
Wells Fargo Money Market Savings℠ ([redacted]7881)	302.03
Wells Fargo Money Market Savings℠ ([redacted]5205)	25,016.80
Your Qualification Balance this month:	$65,232.66

Accounts linked in Summary will be provided a separate statement.

314131

Page 1 of 6

Wells Fargo Combined Statement of Accounts

October 31, 2023 ■ Page 1 of 6

WELLS FARGO

JOEJOHN M MCVEY
DBA MCVEYSTUDIO DESIGN
12425 1/2 SHORT AVE
LOS ANGELES CA 90066-6440

Questions?

Available by phone Mon-Sat 7:00am-11:00pm Eastern Time, Sun 9:00am-10:00pm Eastern Time:
We accept all relay calls, including 711
1-800-CALL-WELLS (1-800-225-5935)
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (114)
P.O. Box 6995
Portland, OR 97228-6995

October 31, 2023 ■ Page 2 of 6

WELLS FARGO

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Initiate Business Checking ℠	2	[redacted]8801	24,583.85	24,383.85
Business Market Rate Savings	4	[redacted]6380	24,556.25	24,759.40
Total deposit accounts			**$49,140.10**	**$49,143.25**

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Schwab One® Account of

JOEJOHN MICHAEL MCVEY

Account Number [redacted]9164

Statement Period
October 1-31, 2023

Account Summary

Ending Account Value
as of 10/31
$79,416.87



	This Statement
Beginning Value	**$79,387.57**
Deposits	**0.00**
Withdrawals	**0.00**
Dividends and Interest	**29.30**
Transfer of Securities(In/Out)	**0.00**
Market Value Change	**0.00**
Fees	**0.00**
Ending Value	**$79,416.87**

Manage Your Account

Customer Service and Trading:
Call your Schwab Representative
1-800-435-4000
24/7 Customer Service

For the most current records on your account visit schwab.com/login. Statements are archived up to 10 years online.

Commitment to Transparency

Client Relationship Summaries and Best Interest disclosures are found at schwab.com/transparency

Online Assistance

Visit us online at schwab.com

Visit schwab.com/stmt to explore the features and benefits of this statement.

JOEJOHN MICHAEL MCVEY
12425.5 Short Ave
LOS ANGELES CA 90066

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CASEY FUNDING, LLC
A Solid Foundation for Your Lending Needs

November 3, 2023

Joejohn McVey
12425 ½ Short Ave
Los Angeles, CA 90066

Regarding: 604 So 6th Street, Fort Pierce, FL 34950

Dear Mr. McVey:

Casey Funding, LLC (the "Broker") has secured a lender interested in the potential purchase and construction financing your property listed above. Based on our preliminary discussion, below you will find the terms and conditions that would likely be applicable to the transaction. This proposal is to be considered a pre-underwritten "pre-approval/pre-qualification" letter for discussion purposes only and should not be construed as a formal commitment to lend by the Lender.

Borrower:	Entity to be named
Guarantor(s):	Joejohn McVey
Amount:	$168,000
Purpose:	Purchase of Vacant Land and Construction of a Single-Family Residence
Loan Term:	The subject loan shall be for a maximum term of 10 months then balloon maturity or extension.
Repayment:	The loan shall be repaid at closing or via monthly payments of interest-only.
Costs:	The Borrower shall be responsible for all closing costs incurred with the closing, including but not limited to, any and all loan fees, appraisal, environmental study, survey, title insurance, state stamp and intangible taxes, legal fees, broker fees and all recording fees that may be applicable or required by lender.
Collateral:	Lender shall have a first mortgage against subject real estate located at 604 So 6th Street, Fort Pierce, FL 34950
Insurance:	Borrower to carry adequate and appropriate builder's risk insurance from an acceptable carrier, to the satisfaction of the Lender, listing the Lender as loss payee/mortgagee, prior to final closing

The information in this pre-approval/pre-qualification letter presented herein represents the majority, but not all, of the terms and conditions that would likely be applicable to a loan of this nature. Any commitment to lend by the Lender would be conveyed by way of a separate, formal commitment letter outlining all of the terms and conditions of the proposed loan transaction. The final commitment letter from Lender will be subsequent to a completion of all underwriting requirements of lender. This letter constitutes an expression of interest only and is based on information you have submitted to the Broker. Rates, terms, and conditions are all subject to change until loan closing.

This letter may expire if it is not accepted by the Borrower and returned to the Broker by December 3, 2023. In addition, if the loan is not closed by December 31, 2023, this letter and all terms and conditions are subject to revision. Thank you for allowing us to assist with your financial needs. We look forward to continuing a mutually beneficial and long-term relationship.

Sincerely,

William Casey Date 11/3/2023

William J. (Bill) Casey
Owner/President
Casey Funding, LLC
8495 So US Hwy 1
Port St. Lucie, FL 34952
bill@caseyfunding.com
772-201-3473

Acceptance:

_____ Date _____

Joejohn McVey

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SECTION 2 DEVELOPMENT PLAN

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Catalyst for change -

Ft. Pierce has an image problem. This problem can not be solved by “development” in words alone. It takes a re-imaging of the whole, as well as some specific interventions to generate movement. 604 S 6th Street is in a unique area to provide the potential for such movement. It is this aspect that we take interest in developing the property as a catalyst for change.

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DEVELOPMENT NARRATIVE / UTILIZATION

DEVELOPMENT NARRATIVE

The vision for this property is to develop a single-family residence that embraces all of the challenges inherent to the property and surrounding context. By doing so we hope to address the bigger issues that surrounds the site as a whole as well as create an inspiring example for future development.

To achieve the vision, we must deal with the many challenges that loom over this area, such as:

- *Perception (image)*
- *Blight*
- *Absentee ownership*
- *Lack of pride*
- *Income disparity*
- *No vision, no change*
- *Fear of change*
- *Risk*
- *Security*

Through thoughtful planning and smart design, we aim to focus on three main strategies for a successful project:

1. ARCHITECTURAL DESIGN
   - *Clean, simple, and contextual architectural typology*
   - *Emphasis on inside and outside spaces*
   - *Open, flexible plan*

2. FUNCTIONAL AND EMOTIONAL WELL BEING
   - *Abundance of natural light*
   - *Distinction of public versus private space*
   - *Unique identity*
   - *Security*

3. RESPONSIBLE AND SUSTAINABLE CONSTRUCTION
   - *Use of low-maintenance materials*
   - *Modular / offsite construction methods*
   - *Low-water landscaping and rainwater capture*
   - *Hurricane responsive elements*
   - *Electric vehicle charging infrastructure*

By perusing these strategies and focusing on clear design objectives we hope to develop not only a new building model, but a new way of thinking which elevates the standard of living and can be the catalyst for change.

PROPERTY UTILIZATION

The property will be developed as a single-family residence with the intention to sell the unit at completion of construction. There is an alternative option for keeping the unit as owner occupied; however, there is no intention for use as a rental property.

As part of the overall vision, it is important to consider who and how the property will be used in the future. A “lead by example” mentality is the approach we are taking when it comes to this project. Although there is no way to ultimately control perspective owners and their habits, we can set an example through he influence of the built environment and structures in which they inhabit.

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DEVELOPMENT CONCEPT

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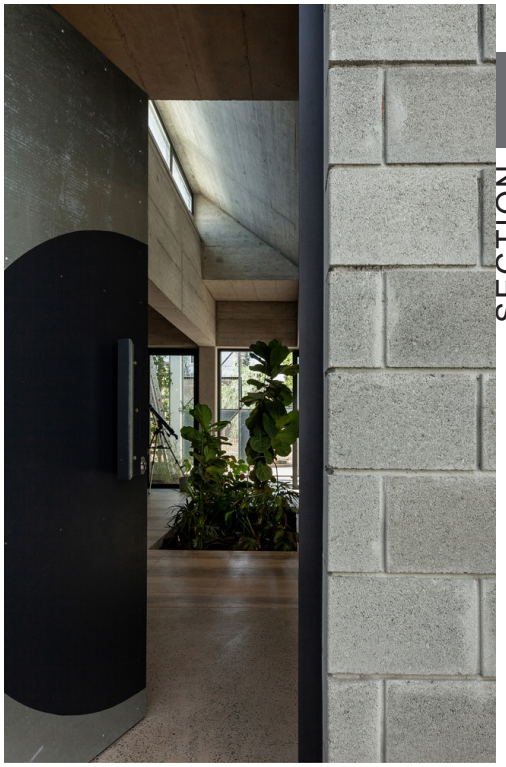





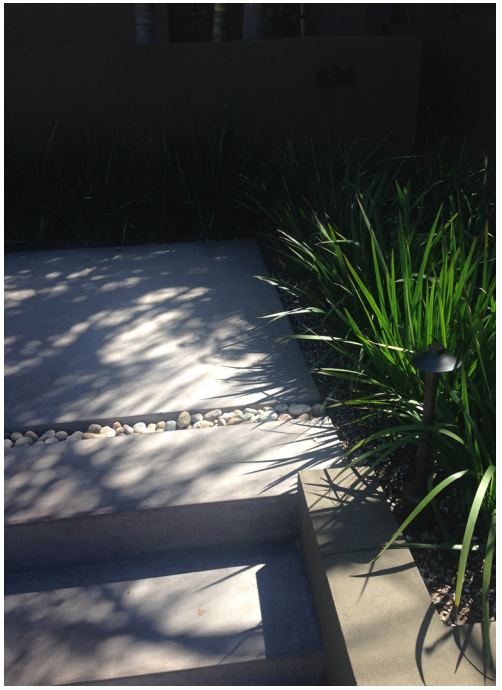

MOOD / INSPIRATION

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CONCEPT RENDERING

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CONCEPT RENDERING

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PLANS, ELEVATIONS

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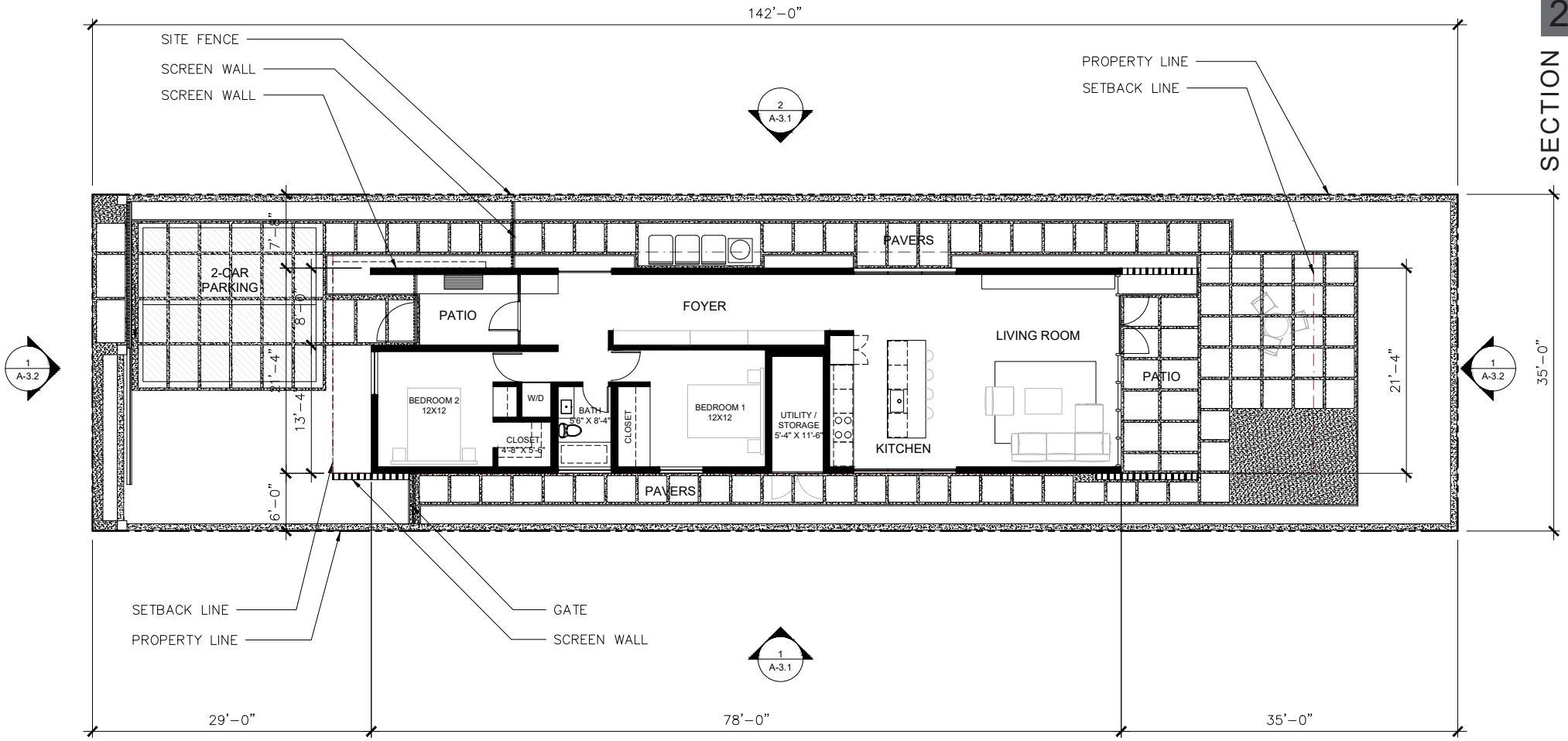

1 | GROUND LEVEL PLAN - (1,542 SF)

N

0 10' 20'

FLOOR PLAN

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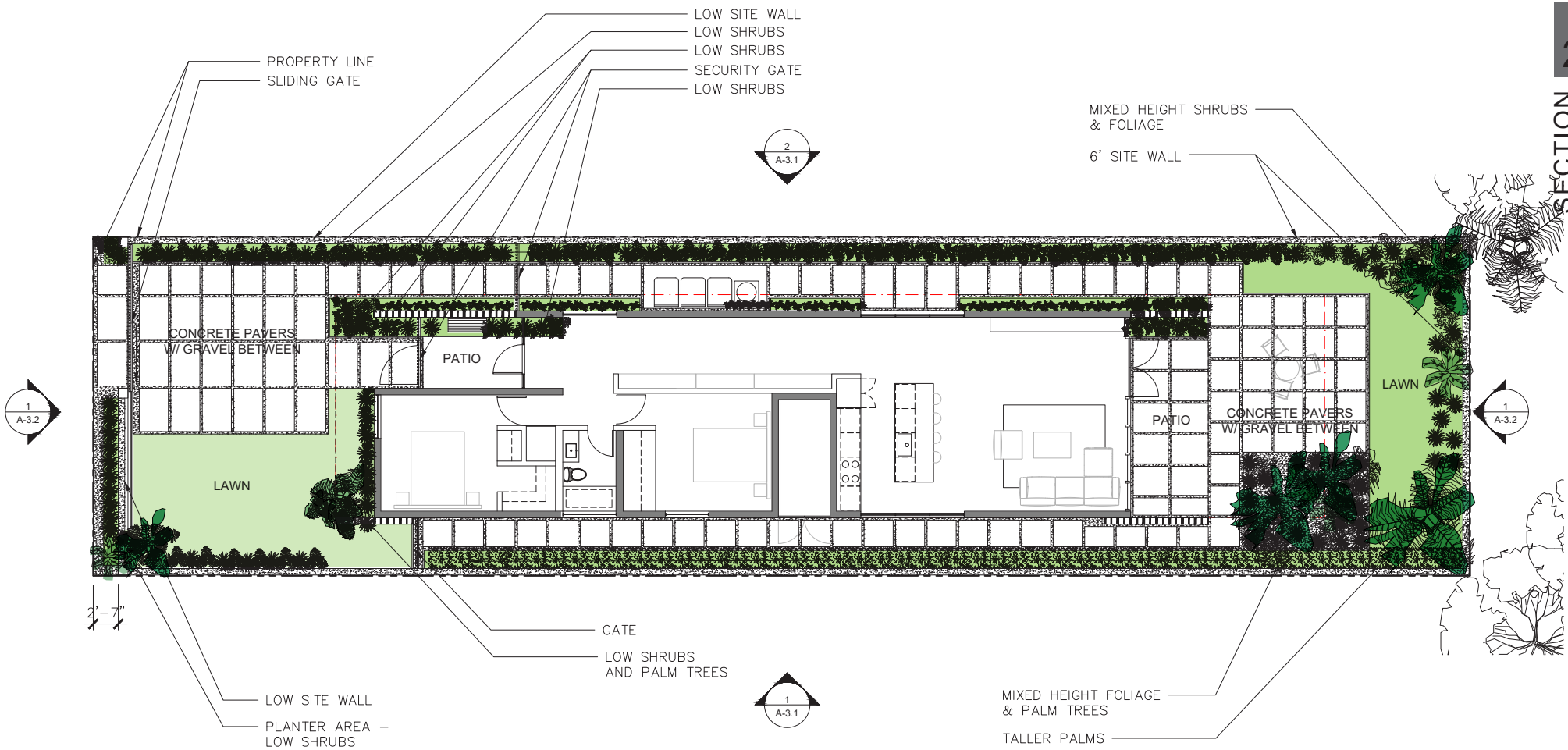
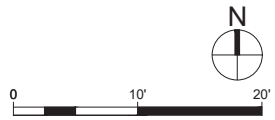


1 | LANDSCAPE PLAN



LANDSCAPE PLAN

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2 | NORTH ELEVATION



1 | SOUTH ELEVATION

ELEVATIONS

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2 | FRONT ELEVATION



1 | RER ELEVATION

0 10' 20'

ELEVATIONS

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SCHEDULE | TIMELINE

DESIGN AND CONSTRUCTION TIMELINE

The development schedule is based on some preliminary assumptions starting first with the actual approval of the proposed bid offer and closing of City documentation; Second City timeline for permit approval process.

Based on Commission approval we can begin the design and documentation phase to thoroughly develop the design of the project. We anticipate this will take approximately 6-8 months to fully vett the site and do proper due diligence. Once this phase is complete we will solicit contractor bid proposals and reconcile any cost issues to maximize cost efficiencies. After this phase we will finalize the construction documents and submit to City for permit process. Once permits are obtained and contractor is selected we will begin construction, starting with necessary sitework and following with the rest of the building and landscaping. We are being conservative in our timeline to account for the uniqueness and custom nature of the design as this is not a typical build for the area.The following timeline and schedule is a conservative estimate and contingent upon city approvals .

TASK ID	ACTIVITY	DURATION (DAYS)	START	END
1	BID SUBMITTAL DEADLINE	0	11/13/2023	11/13/2023
2	*CITY COMMISSION / FPRA AWARD	60	11/14/2023	1/13/2024
3	DESIGN PHSAE	180	1/13/2024	7/11/2024
4	DESIGN DEVELOPMENT	0	7/11/2024	7/11/2024
5	PROJECT PRICING	0	7/11/2024	7/11/2024
6	VE / DESIGN RECONCILLIATION	0	7/11/2024	7/11/2024
7	FINAL DESIGN DOCUMENTS	0	7/11/2024	7/11/2024
8	**PERMITS / CONTRACTOR SELECTION	60	7/11/2024	9/9/2024
9	CONSTRUCTION PHASE	300	9/9/2024	7/6/2025
10	SITE WORK	0	9/9/2024	9/9/2024
11	BUILDING CONSTRUCTION	0	9/9/2024	9/9/2024
12	LANDSCAPING	0	7/6/2025	7/6/2025
13	PROJECT COMPLETION	0	1/13/2024	7/6/2025

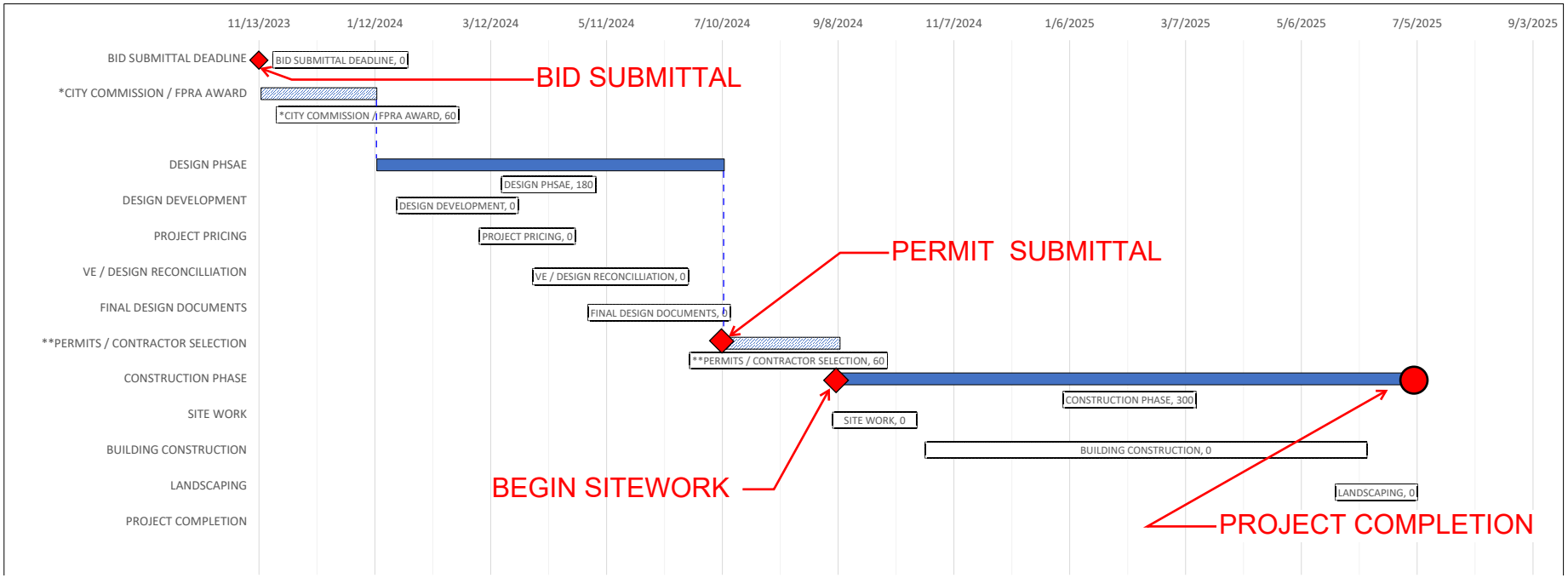
DATE	MILESTONE
11/13/2023	BID SUBMITTAL DEADLINE
T.B.D.	*CITY COMMISSION / FPRA AWARD
T.B.D	***PERMITS
9/9/2024	***START SITEWORK
7/6/2025	***PROJECT COMPLETION

COMMENTS

* ASSUMES A 60 DAY APPROVAL PROCESS - FINAL NUMBER OF DAYS T.B.D. BY CITY

** ASSUMES A 60 DAY APPROVAL PROCESS - FINAL DURATION T.B.D BY CITY

*** FINAL DATES CONTINGENT ON CITY APPROVAL PROCESS



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CONSTRUCTION ESTIMATE BUDGET

$225,000 ($150/sf @ 1,500sf = $225,000)

A detailed cost estimate has not been prepared for the project at this time. A construction budget baseline for this project has been established at $150 per sq.ft. For planning purposes. This number is based on market research of comparable projects in the area, discussions with local contractors, and personal professional experience. The construction loan pre-qualification figure is based on this number of $150/sf @ 1,500sf of building area totaling $225,000.

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SECTION 3 BID FORMS

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BIDDER CHECKLIST

REQUIRED INFORMATION
To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

X Yes ___No **Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.

X Yes ___No **Timeline to complete construction project**

X Yes ___No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.

X Yes ___No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

X Yes ___No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

X Yes ___No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT
The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____
Bidder or Authorized Representative

JOEJOHN MCVEY
_____
Typed Name

11/13/2023
_____
Date

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

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

Check "Yes" or "No" to each of the following:	YES	NO
Is the Proposer Narrative/Summary included?	X	
Is the proof of Financial Ability/Letter from financial institution included?	X	
Does the Development Plan included:		
Preliminary building plans included	X	
Timeline to complete the construction project	X	
Construction cost estimates included	X	
Landscaping plans	X	
Property development utilization	X	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	X	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	X	
Proposal envelope is marked accordingly	X	

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

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CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTY
RFP No. 2024-010

I/we propose to purchase property located at: 604 S. 6th Street

PROPOSED SUBMITTED BY:

Legal Name (s): JOEJOHN MCVEY

Address: 12425 1/2 SHORT AVE, LOS ANGELES, CA 90066

Day time Phone Number: 310-895-5590 Mobile Number: 310-895-5590

Email: JMCVEY@MCVEYSTUDIO.COM

INTENDED USE:
I/we propose to use the property for:

I INTEND TO DEVELOP THE PROPERTY FOR RE-SALE WITH THE POTENTIAL TO USE AS A PRIMARY RESIDENCE. IT IS NOT INTENDED TO BE A RENTAL.

Will this property be your prime residence? _____ Yes ___X___ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ___X___ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

I AM PROPOSING TO DEVELOP A NEW SINGLE-FAMILY RESIDENCE TO INCLUDE SITE LANDSCAPING AND ADDED FEATURES INCLUDING WATER CAPTURE AND ELECTRIC VEHICLE CHARGING.

REFER TO DEVELOPMENT BID PACKAGE

(Attach pages as needed)

Total value of all proposed improvements to the property: $ $225,000 - $250,000

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $ $15,000 for the property.

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DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-010**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 604 SOUTH 6th STREET**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time **1:30PM, MONDAY, NOVEMBER 13, 2023**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: JOEJOHN MCVEY **Mailing Address:** 12425.5 SHORT AVE	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: LOS ANGELES, CA 90066	**Typed or Printed Name:** JOEJOHN MCVEY
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship ___X___	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number: 310-895-55909	**Payment Terms:**
Fax Number:	**FEIN or SS Number:** XXX-XX-8035
E-Mail Address:JMCVEY@MCVEYSTUDIO.COM	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

EVALAUTION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - 604 SOUTH 6TH STREET

CRITERIA		RESPONDENTS	
		Journey Equity Parnters LLC Ft. Lauderdale, FL	**JoeJohn Mcvey** Los Angeles, CA
DEVELOPMENT PLAN - MAX 20			
Preliminary bulding plans including elevations, floor plans, facades landscaping plan	20		
Sketches of plans to be developed	15		
Detailed description with no drawings	5		
TIMELINE TO COMPLETE CONSTRUCTION - MAX 20			
Within one year	20		
Between 1 to 2 years	15		
More than 2 years but less than 3 years	5		
PROOF OF FINANCIAL ABILITY - MAX 15			
Letter from Financial institution, proof of financial ability to purchase lot & construct			
CONSTRUCTION COST ESTIMATES - MAX 10			
Detailed cost estimate from licensed contractor	10		
Proposer estimated cost with no 3rd party backup	5		
PROPERTY UTILIZATION - RESIDENTIAL USE - MAX 20			
Owner Occupied	20		
Develop for Resale	15		
Neighboring property owner	10		
Develop as Rental Property	5		
NARRATIVE/SUMARY OF DEVELOPMENT - MAX 15			
TOTAL		0	0

NOTES
RFP NO. 2024-009 - 706 N. 20TH STREET

Journey Equity Partners, LLC

Joe John Mcvey

RFP NO. 2024-010
DISPOSITION OF CITY SURPLUS
PROPERTY – 604 SOUTH 6TH STREET
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Journey Equity Partners LLC	85	84	65	77	311
Joe John Mcvey	80	82	82.5	85	**329.5**

CRITERIA	Points
Development Plan	**20**
Timeline to Complete Construction	**20**
Proof of Financial Ability	**15**
Construction Cost Estimates	**10**
Property Utilization - Residential Use	**20**
Narrative/Summary of Development	**15**

THE SUNRISE CITY

FORT PIERCE

Florida

DISPOSITION OF SURPLUS PROPERTY
604 S 6TH ST

EVALUATION CRITERIA

- Development Plan (20 points)
- Timeline (20 points)
- Construction Cost Estimates (10 points)
- Proof of Financial Ability (15 points)
- Property Utilization (20 points)
- Summary of Development (15 points)





604 S. 6TH ST.

EVALUATION RESULTS

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Journey Equity Partners LLC	85	84	65	77	311
Joe John McVey	80	82	82.5	85	**329.5**

JOEJOHN MCVEY



Purchase Price
$15K

2BR/2BATH
Single Family
Home

Construction
Cost Estimates
$225K

Complete
Construction
within 18
months of
closing

RECOMMENDATION



Award RFP 2024-010 to the highest ranked respondent, JoeJohn McVey, and authorize staff to enter into negotiations for the sale of the property.



QUESTIONS

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

Meeting Date: 02/05/2024

Re: RFP 2024-009 - Disposal of Surplus Property - 706 N. 20th Street

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Award RFP 2024-009 for Disposal of Surplus Property, 706 N. 20th Street, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 706 N 20th St, identified by Parcel ID: 2404-715-0019-000-7, with a legal description of: AMENDED PLAT OF WASHINGTON HEIGHTS ADDN LOT 17. The property was declared surplus by the Fort Pierce City Commission on April 19, 2021, via Resolution 21-R18. Request for Proposal (RFP) number 2023-020 was issued on October 27, 2023. The invitation was sent to 455 vendors. Four (4) vendors requested specifications with two (2) responding.

City staff evaluated the responses cumulatively as follows:

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	92.5	95	**364.5**
Progression Properties, LLC	67	38	70	65	240

In accordance with the Fort Pierce Code of Ordinances, Section 101-23 (4), the Planning Board reviewed the request and forwarded a recommendation to the City Commission for approval of the sale of real property located at 706 N 20th St, identified by Parcel ID: 2404-715-0019-000-7, with a legal description of: AMENDED PLAT OF WASHINGTON HEIGHTS ADDN LOT 17 to Sunrise City Concrete Services, Inc.

RECOMMENDATION:

Award RFP 2024-009 for Disposal of Surplus Property, 706 N. 20th Street, to the highest responsive bidder, Sunrise City Concrete Services, Inc., and authorize staff to enter into negotiations for the sale of the property.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Economic Development Manager
Purchasing Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: 3000
OTHER INFORMATION:
Purchase price $3,000

Attachments

RFP No 2024-009 Bid Document
Sunrise City Concrete Services Inc Submittal
Progression Properties, LLC Submittal
Evaluation Matrix
Cumulative Evaluation Results
706 N 20th St Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/19/2024 12:18 PM
City Manager	Nick Mimms	01/24/2024 03:07 PM
City Manager	Nick Mimms	01/25/2024 04:41 PM
Form Started By: Miriam Garcia		Started On: 01/17/2024 02:29 PM
Final Approval Date: 01/25/2024		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-009**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 706 N 20th STREET**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **1:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: _____ **Mailing Address:** _____ _____	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X**_____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** _____ **Partnership** _____ **Proprietorship** _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number:	**Payment Terms:**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCITONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at

the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the

City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by

individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. RFP OPENING DATE

Proposals are due on or before **1:00PM, Monday, November 13, 2023**.

2. SUBMISSIONS OF PROPOSALS

Electronic format only.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 1:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to City of Fort Pierce Redevelopment Specialist with a copy to the Purchasing Manager:

TO
Miriam Garcia
Redevelopment Specialist
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
mgarcia@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

3.2 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.
Are as follows:

SECTION III

STATEMENT OF WORK

1. OBJECTIVE

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA) and City of Fort Pierce as a whole. One way to accomplish this goal is to dispose of surplus property owned by the City/FPRA. The City of Fort Pierce and Fort Pierce Redevelopment Agency sell City and FPRA-owned real property declared as surplus. Once the property has been declared as surplus by the City Commission/FPRA Board, the property shall be offered for sale to the public with a Request for Proposals (RFP).

The City of Fort Pierce and the Fort Pierce Redevelopment Agency have declared surplus and now offer for sale the following described real properties (the "Properties") owned by the City of Fort Pierce or Fort Pierce Redevelopment Agency (the "FPRA"):

- **706 N 20th Street**

2. GENERAL PROPERTY CONDITIONS

The subject property is listed as follows:

706 N 20th Street – Parcel ID# 2404-715-0019-000-7

The subject property is located at 706 N 20th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.15 acres or 6,400 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants, and beaches.

The St. Lucie County Property Appraiser property detail for 2404-715-0019-000-7 is included as Exhibit "A".

The property is zoned Single Family Moderate Residential R-3.

3. TERMS AND CONDITIONS

Sale of this property will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Deed without warranty of title. The City makes no representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer and submittal requirements. The Proposer will be responsible for all costs to meet code requirements, and other construction costs, if necessary. If the buyer does not commence construction within 18 months of closing, there may be a possibility of reverter. The City, at its sole option, may exercise its reversionary interest in the event the developer does not comply with the deed restrictions.

4. **MANDATORY DEPOSIT**

A security deposit of ten percent (10%) of the purchase price will be due from the highest ranked proposer in the form of a certified or cashier's check, payable to the City of Fort

Pierce. The security deposit must be submitted within 7 calendar days of notification of highest ranked proposer. The deposit must be received prior to the recommendation of award to appropriate governing body. If the deposit is not received, the City at its sole discretion may award to the second highest ranked respondent, cancel, or reissue the solicitation.

The security deposit will be returned if the proposal is not accepted by the governing body within ninety (90) days. Should the proposal be accepted, the deposit will be applied to the purchase cost.

5. PROPOSAL SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following three (3) tabs:

TAB 1: PROPOSER SUMMARY

1. Developer – If you are a developer – must provide a summary of their experience in the field of property development and provide evidence that they are fully competent to develop the property. In addition, developers and/or contractors shall provide images of previous work. OR
2. Owner/Occupant – If you are neighboring property owner or future occupant, please provide a letter explaining why you want to purchase the property.
3. Financial Capacity - Proposers proof of financial ability to complete the development project including the construction. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

TAB 2: DEVELOPMENT PLAN

1. Preliminary Building Plans- Preliminary building plans including elevations floor plans, facades, and landscaping.
2. Project Timeline- Provide a project schedule identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
3. Construction Budget/Cost Estimates - improvements by a knowledgeable & experienced third-party professional, e.g., an engineer, architect, or licensed contractor.
4. Utilization - Will this be your primary residence? If not, what do you intend to develop the property for?
5. Required Forms
    a. Request for Proposer Acknowledgement Page
    b. Offer to Purchase/Bid Response Form

6. SELECTION PROCESS/EVALUATION CRITERIA

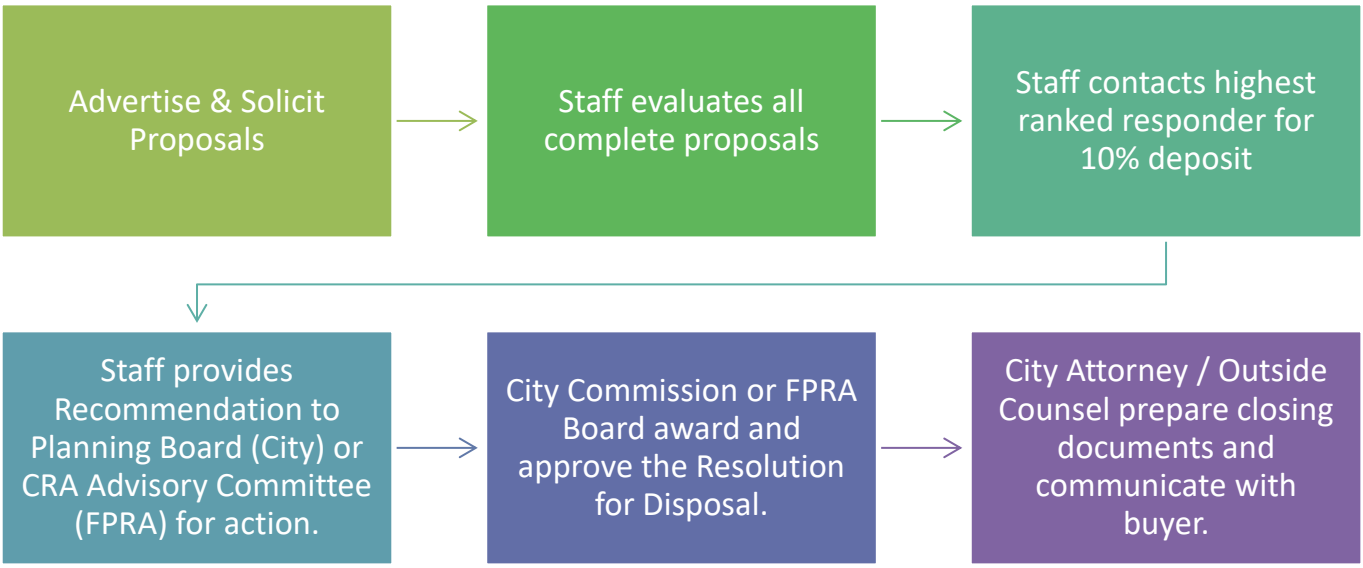
The City of Fort Pierce shall select the best responsive proposer/proposal based upon the evaluation criteria, see below.

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	**Possible Points**
Development Plan	**MAX 20**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)	**MAX 15**
Property Utilization - Developed for Residential Use	**MAX 20**
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

7. AWARD PROCESS



CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
RFP No. 2024-009

I/we propose to purchase property located at: 706 North 20th Street

PROPOSED SUBMITTED BY:

Legal Name (s): _____

Address: _____

Day time Phone Number: _____ Mobile Number: _____

Email: _____

INTENDED USE:
I/we propose to use the property for:

_____

_____

_____

Will this property be your prime residence? _____ Yes _____ No

If not above, what do you intend to develop the property for : _____ Rental _____ Resale ____ _____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

_____
_____
_____
_____
_____
_____
_____(Attach pages as needed)

Total value of all proposed improvements to the property: $_____

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $_____ for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

_____Yes	___No	**Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.
_____Yes	___No	**Timeline to complete construction project**
_____Yes	___No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
_____Yes	___No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
_____Yes	___No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
_____Yes	___No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

_____

Bidder of Authorized Representative

_____

Typed Name

_____

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?		
Is the proof of Financial Ability/Letter from financial institution included?		
Does the Development Plan included:		
Preliminary building plans included		
Timeline to complete the construction project		
Construction cost estimates included		
Landscaping plans		
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?		
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?		
Proposal envelope is marked accordingly		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBIT “A”

Property Information Card

706 N 20th Street
2404-715-0019-000-7



The subject property is located at 706 N 20th Street in the City of Fort Pierce, Florida. The lot is rectangular in shape and consists of +/- 0.15 acres or 6,400 square feet. This property is located in the historic Lincoln Park district and is close to shopping, restaurants, and beaches.

PARCEL ID:

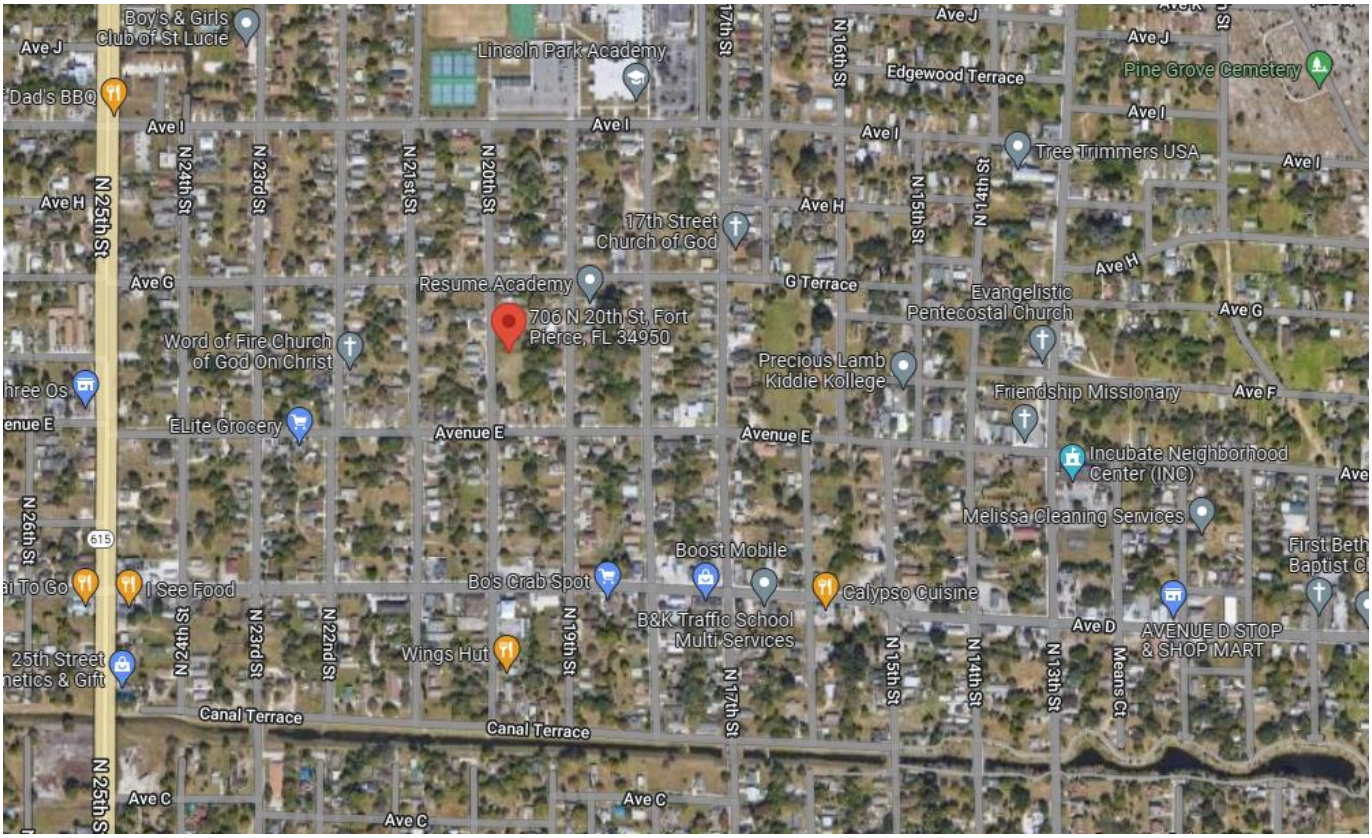
2404-715-0019-000-7

LOT SIZE:

0.15 ac or 6,400 sf

ZONING:

R3 – Single Family Moderate


Boy's & Girls Club of St Lucie
Lincoln Park Academy
Edgewood Terrace
Pine Grove Cemetery
Dad's BBQ
Tree Trimmers USA
17th Street Church of God
Resume Academy
706 N 20th St, Fort Pierce, FL 34950
Evangelistic Pentecostal Church
Word of Fire Church of God On Christ
Precious Lamb Kiddie Kollege
Friendship Missionary
ELite Grocery
Incubate Neighborhood Center (INC)
Melissa Cleaning Services
Boost Mobile
Bo's Crab Spot
Calypso Cuisine
I See Food
B&K Traffic School Multi Services
AVENUE D STOP & SHOP MART
Wings Hut
25th Street
Canal Terrace
Avenue E
G Terrace
Ave D
Means Ct
N 25th St
N 24th St
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 17th St
N 16th St
N 15th St
N 14th St
N 13th St
N 26th St
Ave I
Ave H
Ave G
Ave F
Ave C
Ave J


Avenue G
Avenue G
N 20th St
N 21st St
N 19th St
N 18th St
Avenue E

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 706 N. 20TH STREET

RFP NO. 2024-009

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: Roderick J Waller
Manual

Signature: _____
Typed or Printed

Company Name: Sunrise City Concrete Services Inc

Address: 130 S Indian River Drive Suite 202 Fort Pierce FL 34950

Date: 11/13/23

/lh

Attachment: **Sample Surplus Property Sale Agreement**

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	**RFP No: 2024-009**
Mandatory Site-Visit: **N/A**	**RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 706 N 20th STREET**
Mandatory Site-Visit Location: **N/A**	**Proposal/Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Proposal Due Date & Time **1:00PM, MONDAY, NOVEMBER 13, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Sunrise City Concrete Services Inc **Mailing Address:** 130 S Indian River Drive Suite 202	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.*** **X** Roderick J Waller **Authorized Signature (Manual)**
City, State, Zip Code: Fort Pierce FL 34950	**Typed or Printed Name:** Roderick Waller
Type of Entity (Select one): **Corporation** ☑ **Partnership** ☐ **Proprietorship** ☐	**Title:** CEO
Incorporated in the State of: Florida **Year:** 2017	**Delivery in** N/A **days, After Receipt Order**
Phone Number: 772-201-2850	**Payment Terms:** N/A
Fax Number: 772-907-0420	**FEIN or SS Number:**
E-Mail Address: rodwaller1@gmail.com	**Local Business:** ☑ **Y** ☐ **N** **MWBE:** ☑ **Y** ☐ **N**
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
RFP No. 2024-009

I/we propose to purchase property located at: 706 North 20th Street

PROPOSED SUBMITTED BY:

Legal Name (s): Sunrise City Concrete Services Inc

Address: 130 S Indian River Drive Suite 202 Fort Pierce FL 34950

Day time Phone Number: 772-201-2850 Mobile Number: 772-201-2850

Email: rodwaller1@gmail.com

INTENDED USE:
I/we propose to use the property for:

Build and sell of new single family home

Will this property be your prime residence? _____ Yes ☑ No

If not above, what do you intend to develop the property for : _____ Rental ☑ Resale _____
_____ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

Build and sell of new single family home

(Attach pages as needed)

Total value of all proposed improvements to the property: $185,000.00

PROPOSED/BID AMOUNT
I/we off to pay the City of Fort Pierce: $3,000.00 for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

☑ Yes ___ No **Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.

☑ Yes ___ No **Timeline to complete construction project**

☑ Yes ___ No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.

☑ Yes ___ No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

☑ Yes ___ No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

☑ Yes ___ No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Roderick J Waller

Bidder of Authorized Representative

Roderick Waller

Typed Name

11/13/23

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is the Proposer Narrative/Summary included?	☑	
Is the proof of Financial Ability/Letter from financial institution included?	☑	
Does the Development Plan included:		
Preliminary building plans included	☑	
Timeline to complete the construction project	☑	
Construction cost estimates included	☑	
Landscaping plans	☑	
Property development utilization	☑	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	☑	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	☑	
Proposal envelope is marked accordingly	☑	

PLEASE SIGN AND RETURN WITH PROPOSAL: Roderick Walker

130 S. Indian River Dr. #202 Fort Pierce FL 34950
772-201-2850 EMAIL: Rodwaller1@gmail.com

PROPOSAL AS TO THE DISPOSITION OF FPRA SURPLUS PROPERTIES

11/13/2023

100 US HWY 1, 1st Floor

Fort Pierce, FL 34950

RE: **LOCATION: 706 N 20th STREET, FORT PIERCE, FL 34950**

DEVELOPMENT PLAN

Our company has a vision for the referenced property from an infill prospective. We propose, restoring said lot with a Single Family Home comprising of three (3) bedroom and two (2) bath. (See attached: Building Plans including Elevations, Floor Plans, Facades, Landscaping, Sketches of Plans to be developed and the above highlighted detailed description.)

TIMELINE TO COMPLETE THE CONSTRUCTION PROJECT

With our level of planning devoted to this project, we could have this project with the C O being received from the City in no more than 6 to 7 months.

CONSTRUCTION COST ESTIMATES

Kindly Find attached our detailed cost estimate from (us) the Licensed Contractor.

PROOF OF FINANCIAL ABILITY/LETTER FROM FINANCIAL INSTITUTION:

The attached record, will attest to our ability to purchase the lot and perform the above outlined construction.

PROPERTY UTILIZATION DEVELOPED FOR RESIDENTIAL USE.

Our main goal is to develop said property with an Owner Occupancy, through the approach of resale.

NARRATIVE / SUMMARY OF DEVELOPMENT

We view this project for development, as an approach to assist the City of Fort Pierce with ensuring its vital tax base is restored for future grow, in meeting the needs of its residents. The project reflects are approach for the area/address as noted, to further define a need in strengthening the neighborhood through the presence of family and unification.

We have seen what a project such as the one we are proposing can do for a neighborhood, we ask that you kindly reflect on the Zora Neal Hurston development we did off 29th street in Fort Pierce. This project comprised of a total of twenty (20) such homes. In addition, we just completed another home identical to one are proposing, at 710 22nd ST, Fort Fierce.

We believe in our client's satisfaction, combined with the City's vision for the various neighborhoods. We believe that the two vision combined, will help the city meet the need for affordable housing, in addition to strengthening the City's Tax base and beyond.

Respectfully submitted with thanks and anticipation,

Rodnick J Walker Date 11/13/23

Sunrise City CHDO, Inc.

Management.

Charter Mortgage L.L.C.

15155 NW 7th Avenue Suite 102 • Miami, FL. 33169 or don@CharterML.com

www.CharterML.com

201 E. Abram St. Arlington, TX. 76010

Cell Phone (786) 379-0868 • Fax (888) 388-2194

NMLS ID 1414207

Friday, November 10th, 2023

To Whom it may concern,

We are pleased to inform you that Sunrise City Concrete Services is pre-approved for the purchase price of up to $600,000.00 that they requested for the acquisition and development of Single family homes in the City of Fort Pierce FL.

We have verified assets, cash reserves, personal and business credit, and income. This pre-approval is based on verified information provided.

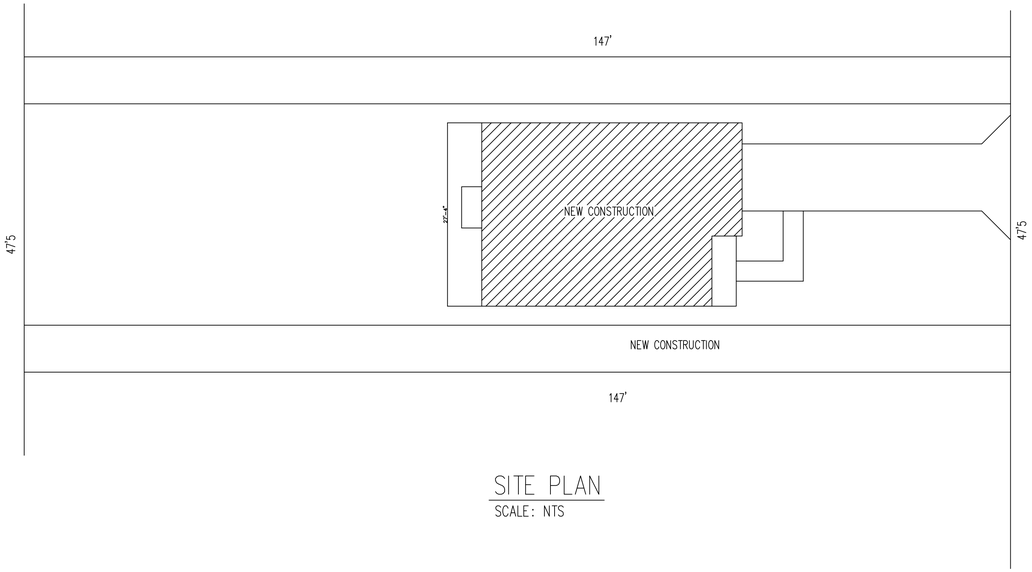
If you have any questions regarding this loan pre-approval, please feel free to contact me at any time.

Thank you,

Don

Donald D. Forrester
President
NMLS ID# 842745

***Buyer's **credit, assets, and income has been examined within the past 14 days** ***



SITE PLAN

SCALE: NTS



FRONT ELEVATION

SCALE: NTS

SITE AND SOIL PREPARATION STATEMENT

1. STRIPPING OF SITE:

ALL VEGETATION TOP SOILS, MARL, TREE STUMPS, ROOTS, ORGANIC ZONES, ASPHALT PAVEMENT (WITH LIMERICK BASE COURSE), AND OTHER DELETERIOUS MATERIALS MUST BE STRIPPED TO WHATEVER DEPTH IS NECESSARY, AND REMOVED FROM THE SITE. STRIPPING OF THE SITE WILL BE REQUIRED TO A DEPTH FOR COMPLETE REMOVAL OF ALL UNACCEPTABLE MATERIAL TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER. CONTACT SOIL ENGINEER FOR INSPECTION AND FINAL APPROVAL BEFORE CONTINUING.

2. COMPACTION AFTER STRIPPING:

THE COMPLETE COMPACTION PROCESS MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER. THIS COMPACTION IS TO BE TESTED WITH 8 FEET STANDARD PENETRATION TEST BORINGS. FREQUENCY OF TESTS TO BE AT EVERY 1500 SQ. FT. THE UPPER 12" MUST BE TESTED FOR 95% OF THE MODIFIED PROCTOR (ASTM D-1557). TESTS ARE TO BE OBSERVED AND APPROVED BY GEOTECHNICAL ENGINEER BEFORE CONTINUING WITH THE COMPACTION. GENERAL CONTRACTORS TO EXERCISE CAUTION DURING COMPACTION OPERATIONS TO AVOID DAMAGE TO ANY NEARBY EXISTING STRUCTURES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY OF THE EXISTING STRUCTURES.

3. STRUCTURAL FILLING AND BACKFILLING:

MADE IN LIFTS NOT EXCEEDING 12" IN DEPTH. COMPACTION WITH A VIBRATORY ROLLER TO ATTAIN 95 % COMPACTION OF MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). MUST BE COMPLETED UNIFORMLY. STRUCTURAL FILL TO CONSIST OF NON-ORGANIC, NON-PLASTIC, CLEAN, COARSE-GRAINED SAND/ROCK MATERIAL (ASTM D-1557). TESTS ARE TO BE OBSERVED AND APPROVED BY GEOTECHNICAL ENGINEER BEFORE CONTINUING. SAMPLES ARE TO BE SUBMITTED AND APPROVED BY THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER BEFORE COMMENCEMENT OF WORK. NO PARTICLE SIZE GREATER THAT THREE INCHES AND LESS THAN 10 % PASSING THROUGH THE #200 SIEVE. THE COMPACTION OF EACH LIFT MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.

4. FOUNDATION BEARING SURFACE PREPARATION:

THE UPPER 12" OF BEARING SOIL IN THE FOOTING EXCAVATION BOTTOM SURFACES (AFTER EXCAVATING FOR FOUNDATIONS) MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING WITH THE WORK. AFTER APPROVAL ALL THE BEARING SURFACES MUST BE COMPACTED TO DENSITIES EQUIVALENT TO 98 % OF THE MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). SOILS WHICH ARE NOT APPROVED MUST BE REMOVED OR REPLACED, OR LOWERED TO A SATISFACTORY BEARING ELEVATION, OR FURTHER COMPACTED AS DETERMINED AND INSTRUCTED BY THE GEOTECHNICAL ENGINEER AND THE STRUCTURAL ENGINEER. THE COMPACTION OF THESE AREAS MUST ALSO BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.

5. TESTING:

TESTING OF COMPACTED EXISTING SOIL, OR OF STRUCTURAL BACKFILL TO MEET OR EXCEED 95 % OF MODIFIED PROCTOR DENSITY TEST (ASTM D-1557). FREQUENCY OF TESTS: ONE EACH 1500 SQ. FT. (OR A MINIMUM OF 3 IN ANY ONE BUILDING OR BUILDING ADDITION) AND AT EACH LIFT OF EXISTING OR BACKFILL, ONE OF EACH SPREAD FOOTING, AND ONE EACH 100 LIN. FT. OF CONTINUOUS FOOTINGS. GENERAL CONTRACTOR TO SUBMIT TESTING PLAN FOR APPROVAL BY ARCHITECT, GEOTECHNICAL ENGINEER, AND STRUCTURAL ENGINEER BEFORE COMMENCEMENT OF WORK.

SLAB ON FILL

1. FILL AND BACKFILL TO BE COMPACTED TO 95 % OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINE BY THE STANDARD PROCTER TEST.

2. COMPACTION LAYERS NOT TO EXCEED 8 INCHES, SLABS ON FILL TO BE PLACED ON A CHECKEREBOARD PATERN WITH CASTING LIMITED TO 600 SQUARE FEET OR 25 FEET IN ANY DIRECTIONARD PATTERN.

3. PROVIDE 6-MILL VAPOR BARRIER (VISQUEEN) BELOW ALL INTERRIOR SLABS ON FILL. SOIL MUST BE TREATED FOR TERMITE. TO BE PERFORMED BY APPROVED TERMITE SPECIALIST

SHEET INDEX

#	SHEET DESCRIPTION
A1	COVER SHEET
A2	FLOOR PLAN AND DETAIL
A3	ELEVATION
A4	FOUNDATION
A5	MECHANICAL PLAN & DETAILS
A6	PLUMBING PLAN
A7	ELECTRICAL PLAN & DETAILS
A8	FRAMING
A9	DETAILS SHEET
A10	

ENGINEERING NOTES: ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH.PLUMB.ENERGY.ACCESSIBILTY.LIFE SAFETY .FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED.2, BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O. INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33142
DESIGNWEST ASSOCIATE

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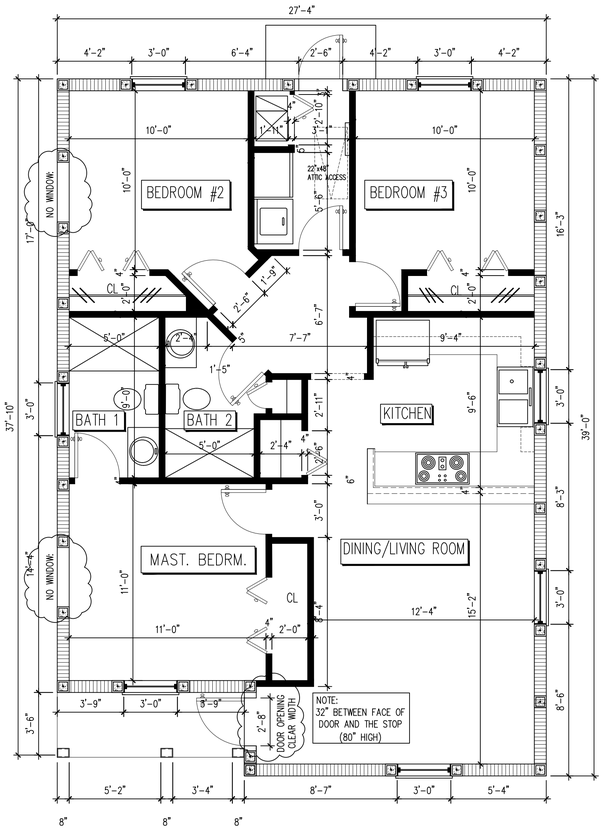
DESIGNWEST ASSOCIATES INC.

Fine Architectural Design
1510 E. COLONIAL DR.STE.230.ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	REVISIONS:
DATE: 01/27/2019	DRAWN BY F.R
SCALE AS SHOWN	CHK BY WG
SUBDIVISION:	

SHEET NO
A-1
OF_SHEETS

WAYNE GANDY
LICENSE
NO. 33134
STATE OF
FLORIDA
PROFESSIONAL ENGINEER



FLOOR PLAN

SCALE: 1/4" = 1'-0"

AREA BREAKDOWN	
LIVING AREA =	1,016 SQ. FT.
TOTAL	1,016 SQ. FT.
ENTRY AREA =	37 SQ. FT.
TOTAL AREA =	1,053 SQ. FT.

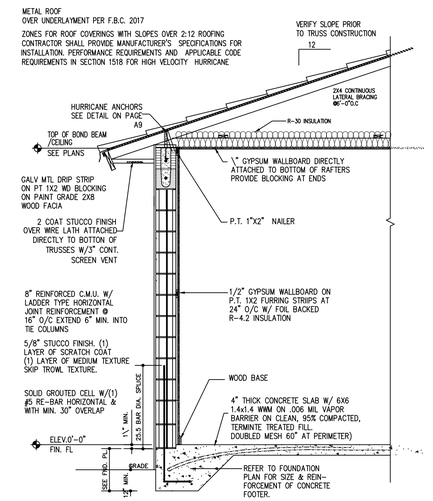
VENTILATION OF ATTIC SPACE PER 2017 FBC 2326.3.2	
RATIO OF NET FREE VENTILATION TO CEILING = 1/150	
ATTIC SPACE TO BE VENTILATED	1,050 SQ. FT.
NET AREA OF SCREEN VENTILATION REQUIRED 1,050 S.F. = 7.0 SQ. FT. 150	
SIZE AND SPACING OF SCREEN VENTS	7"x22" (1.06 S.F.) @ 8'-0" O.C.
MIN. NUMBER OF REQUIRED SCREEN VENTS	7.0 / 1.06 = 6 SCREEN VENTS
LINEAR FT OF EAVE (SOFFIT) AVAILABLE	132'-0" Ln. Ft.
NUMBER OF SCREEN VENTS PROVIDED	132' / 8' = 16 SCREEN VENTS
SEE "TYP. WALL SECTION" ON SAME SHT. FOR SREEN VENT LOCATION	

GENERAL NOTES:

1. ALL OPENINGS SHALL BE PROTECTED WITH APPROVED HURRICANE SHUTTERS. WITH THE EXCEPTION OF THE ENTRY DOOR AND THE GARAGE DOORS WHICH SHALL BE DESIGNED TO WITHSTAND HURRICANE IMPACT LOAD (APPLICABLE ONLY IF IMPACT GLASS IS NOT BEING USED)
2. EXTERIOR DOORS & FRAMES TO HAVE WEATHER STRIPPING
3. UNLESS OTHERWISE NOTED, ALL STRUCTURAL LUMBER SHALL BE #2 YELLOW PINE, OR S.P.F.
4. WINDOWS INDICATED WITH (E) MUST BE MANUFACTURED TO CONFORM TO THE BUILDING CODE WITH RESPECT TO MINIMUM EMERGENCY EGRESS REQUIREMENTS.- SEE SPECIFICATON REGARDING MEAN OF EGRESS BELOW.
5. ALL ATTIC OPENINGS SHALL BE FRAMED WITH 1" X 2" WOOD FRAMING.
16. PROVIDE OUTLET AND SWITCHED LIGHT AT ALL ATTIC ACCESS
7. ALL INTERIOR DOOR SHALL BE HOLLOW CORE
8. ALL SHOWER ENCLOSURE GLASS TO BE SAFETY GLAZING.
9. ALL WINDOW FRAMES TO BE SET IN CAULK BEDS.
10. EXTERIOR DOORS & FRAMES TO HAVE WEATHER STRIPPING.
11. ALL LINEN CLOSET SHALL HAVE 5 SHELVES
12. ALL INTERIOR NON BEARING WALL SHALL BE METAL STUDS WITH GAGE & INSTALLATION PROCEDURE AS SPECIFIED BY MANUFACTURER
13. EXTERIOR SOFFITS & CLG. SHALL BE CLAD WITH STUCCO OVER EXP. METAL LATH APPLIED PER FBC 2001 CHAPTER 25, SECTION 2508.
14. GENERAL CONTRACTOR SHALL VERIFY ALL MASONRY OPENINGS WITH MANUFACTURER'S LITERATURE

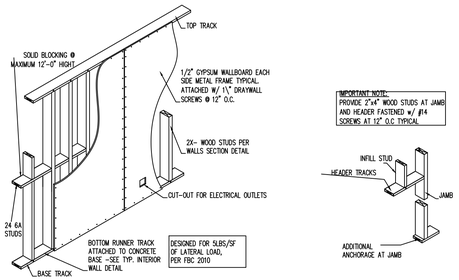
SPECIFICATIONS REGARDING MEANS OF EGRESS

THE MODE OF OPERATION OF EGRESS WINDOWS SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, 24" IN HEIGHT, 5.7 SQ. FT. THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" OFF THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.



WALL SECTION

SCALE: NTS



PRODUCT APPROVAL SUBMITTAL AFFIDAVIT

PRODUCT	NOA FL. PRODUCT	MANUFACTURER:	MODEL	ATTACHMENT METHOD:	BUILDING DESIGN PRESSURES PFS	PRODUCT DESIGN PRESSURES PFS
ROOFING	FL FL2346-R7	UNION CORRUGATING	-	INSTALLED PER MANIFACTURES SPECS.	N/A	N/A
SWING DOOR	FL 22513	MASONITE	GLAZED SWING DOOR	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 14" O.C.	+50.0 -50.0 PSF	+1 -67 PSF
WINDOWS	FL14911.5	ANDERSON	SERIES 7800 SH FLANGE/FIN FRAME IMPACT LOW-E	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACED MAX 13 3/4" O.C. FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 9 1/4" O.C. FRAME SILL - NONE	N/A	+60 -60 PSF
SOFFIT	STUCCO		VENTED DECORATICE CIMENTATIOUS FINISH	VAPOR BARRIER .... W/FELT BACKED HIGH RIB LATHE ATTACHED W/ 1 1/2" GALV. ROOF NAILS AT 4" O.C. ON HIGH RIB W/ STUCCO	N/A	N/A
GARAGE DOOR	-	-	-			

NOTE: ALL WINDOW & DOOR BUCKS: CAULKED & SEALED.
ALL WINDOW & DOOR TO FOLLOW MANUFACTURES SPECIFICATIONS AS WELL AS THOSE LISTED

I HAVE REVIEWED THE ABOVE COMPONENTS AND CLADDING, AND I HAVE APPROVED THEIR USE IN THE STRUCTURE TO TO PROVIDE ADEQUATE RESISTANCE TO THE WIND LOAD AND FORCES SPECIFIED BY THE CURRENT CODE PROVISIONS. AS SIGNED BELOW.

ENGINEERING NOTES ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECHANICAL LIVE LOADS ACCESSIBILITY TO LIFE SAFETY PER FBC 2014
CONSTRUCTION 160MPH WIND SPEED 2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

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CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33143
DESIGNWEST ASSOCIATE

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Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY: F.R.	REVISIONS:
SUBDIVISION:	SCALE: AS SHOWN	CHK BY: WG	

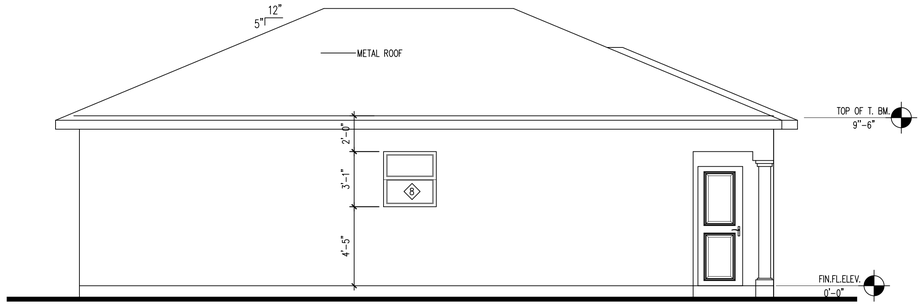
SHEET NO
A-2
OF_SHEETS

REVISED 12/21/2020

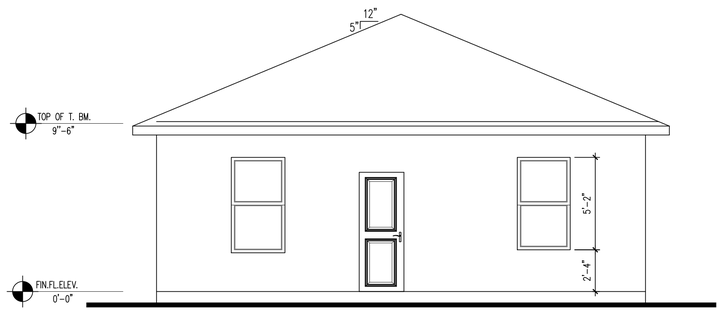
WAYNE GANDY LICENSE NO. 33134 STATE OF FLORIDA PROFESSIONAL ENGINEER



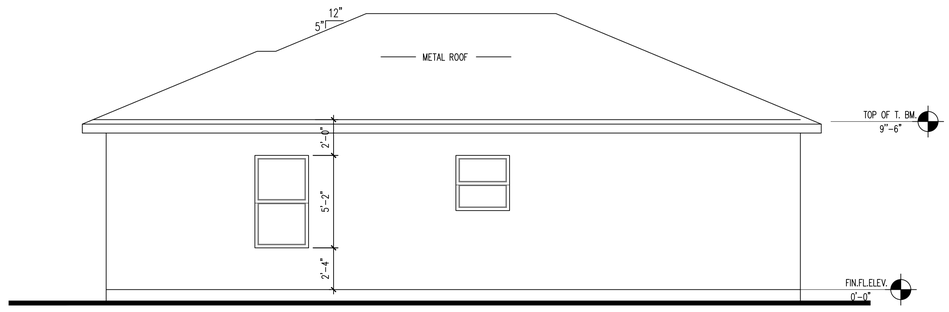
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH.PLUMB.ENERGY.ACCESSIBILTY.LIFE SAFETY.FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED 2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGN WEST ASSOCIATES, INC.

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SUNRISE

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BUILDER: SUNRISE CITY C.H.D.O. INC.
DATE: 01/27/2019
DRAWN BY: F.R
REVISIONS:
SUBDIVISION:
SCALE: AS SHOWN
CHK BY: WG

DESIGNWEST ASSOCIATES INC.

SHEET NO
A-3
OF_SHEETS

REVISED 12/21/2020

WAYNE GANDY
LICENSE
NO. 33134
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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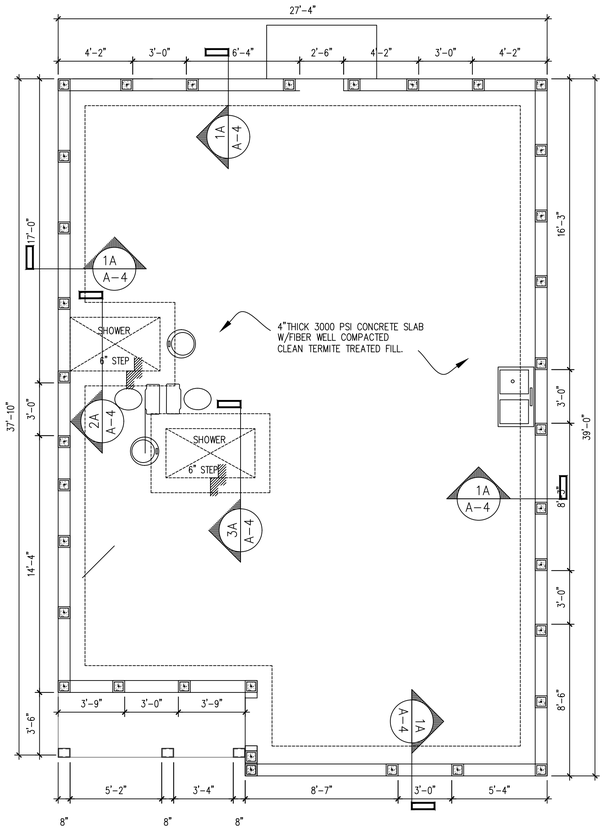
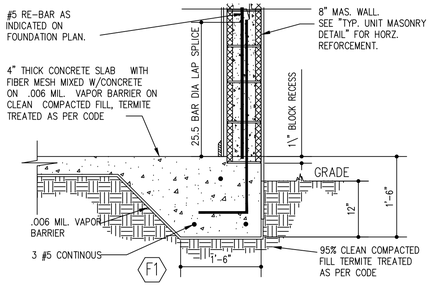
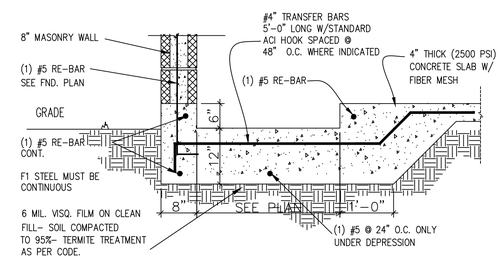


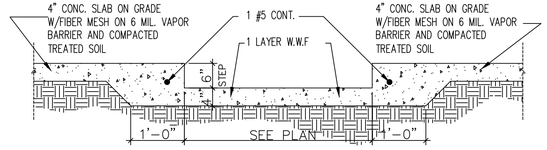
A4 FOUNDATION PLAN
SCALE : 1/4



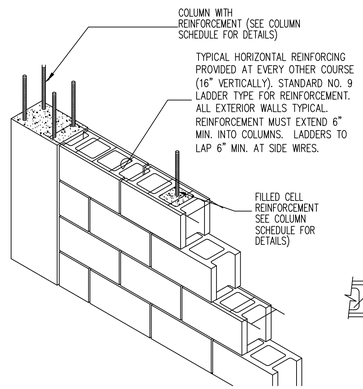
1 A4 SECTION 1/A4 – PERIMETER FOOTING
SCALE: 3/4" = 1'-0" TYPICAL AT ALL PERIMETER WALL (U.O.N.)

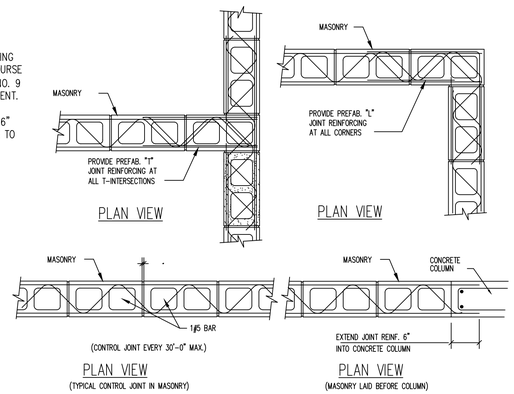


2 A4 SECTION 4/A4 – SLAB DEPRESSION AT SHOWER(S)



3 A4 SECTION 3/A4 – SLAB DEPRESSION AT SHOWER
SCALE: 3/4" = 1'-0"





COLUMN SCHEDULE

	TYPE	SIZE WIDTH	SIZE DEPTH	REINFORCING VERTICAL	REINFORCING HORIZONTAL	REMARKS
	C1	8"	8"	1 # 5	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM. MAX C.C. SPACING OF 48" (U.O.N.)
	C2	8"	16"	2 # 7	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C3	16"	16"	4 # 5	NONE	SOLID GROUTED MASONRY CELL LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C4	8"	12"	2 # 6	NONE	"O" BLOCK. REINF. LAP MIN 18 BAR DIA. INTO FOOTING AND TIE BEAM.
	C5			2 # 5	NONE	T994 RINKER BLOCK (45° ANGLE) w/ 2–#5 VERT.
	C6	T.S. 3\"x3\"x¼" COLUMN				CONC. FILLED STEEL COLUMN
	C7	16" DIA. ROUND COLUMN BLK.		4 # 5	#3 @ 12" O.C	RINKER BLK. (ROUND) 16" DIAM.

PROVIDE 8 X 8 FILL CELLS W/#5 @ MAX. 5'-0" O.C.

FOOTING SCHEDULE

	TYPE	SIZE LENGTH	SIZE DEPTH	REINFORCING LENGTHWISE NO.	REINFORCING LENGTHWISE SIZE	REINFORCING LENGTHWISE LENGTH	REINFORCING LENGTHWISE SPACE	TRANSVERSE BAR NO.	TRANSVERSE BAR SIZE	TRANSVERSE BAR LENGTH	TRANSVERSE BAR SPACE	TRANSFER BAR NO.	TRANSFER BAR SIZE	TRANSFER BAR LENGTH	TRANSFER BAR SPACE	REMARKS
	F1	18"	CONT.	3	#5	(1) CONT. ON TOP (2) CONT. ON BOT		1	#4		#48"	1	#4	60"	48"	MONOLITHIC
	TE	8"	CONT.	1	#5	CONT. ON BOT.										THICK EDGE
	TE	12"	CONT.	1	#5	CONT. ON BOT.										THICK EDGE
	F2	24"	24"	3	#5	EA. WAY										FND. PAD
	F3	36"	36"	4	#5	EA. WAY										FND. PAD
	F4	42"	42"	5	#5	EA. WAY										FND. PAD
	F5	36"	6'-8"	4	#5	LONG WAY			#5		96" O.C SHORT WAY					FND. PAD

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH,PLUMB,ENERGY,ACCESSIBILITY,LIFE SAFETY ,FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED,2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGNWEST ASSOCIATES INC.

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SUNRISE CITY
C.H.D.O. INC.
(from conception to construction)
DRAWING AND CONSTRUCTION
LIC. # CG – C1515114
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REVISIONS	DRAWN BY	CHK BY
	F.R	WG

DATE: 01/27/2019 SCALE AS SHOWN

BUILDER: SUNRISE CITY C.H.D.O. INC. SUBDIVISION:

SHEET NO
A-4
OF_SHEETS

REVISED 12/21/2020

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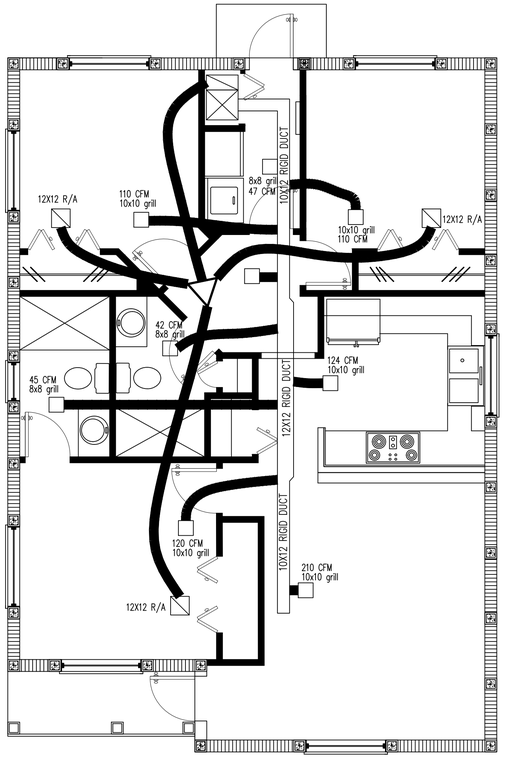


A/C PLAN
SCALE: 1/4" = 1'-0"

AIR CONDITIONING SPECIFICATION

GENERAL

* DRAWINGS ARE DIAGRAMATIC. DO NOT SCALE DRAWINGS FOR THE EXTACT LOCATION OF EQUIPMENT, PIPING, DUCTWORK, ETC.
* THESE DRAWINGS DO NOT SHOW EVERY MINOR DETAIL, BUT THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED FOR A COMPLETE, ACCEPTABLE WORKING INSTALLATION.
* ALL WORK SHALL BE PERFORMED BY A LICENSED CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTANCE BY ENGINEER/ARCHITECT MUST BE A CONDITION OF THE SUB-CONTRACT.
* CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.
* ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROCESS OF CONSTRUCTION.
*ALL REQUIRED INSURANCE SHALL BE PROVIDED BY THIS CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
* ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES, RULES, AND ORDINANCES.
* ALL MATERIALS SHALL BE NEW AND SHALL BEAR UNDERWRITERS LABEL WHERE APPLICABLE.
* THE MECHANICAL CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY THAT SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR ONE YEAR FROM THE DATE OF FINAL WORK ACCEPTANCE. EQUIPMENT SHALL BE U.L. APPROVED.
* ARCHITECURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR.

INSTALLATION

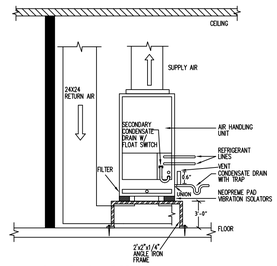
* THE MECHANICAL CONTRACTOR SHALL PROVIDE HVAC EQUIPMENT AS SCHEDULED WITH THE CAPACITIES SHOWN ON THE PLAN.
*SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND OBTAIN APPROVAL PRIOR TO INSTALLATION.
* THE MECHANICAL CONTRACTOR SHALL PROVIDE MOTOR STARTERS, RELAYS, CONTACTORS, SMOKE DUCT DETECTORS, ETC.
* THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SWITCHES AND INSTALL ALL CONTROL WIRING.
* A/C UNIT SUPPLY AND RETURN AIR DUCTS SHALL BE R-6 JOHNS MANVILLE MAT-FACED MICRO-AIRE FIBERGLASS DUCT BOARD, TYPE 800 (UL APPROVED) , INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
* ALL DUCTWORK SHALL CONFORM TO S.M.A.C.N.A. STANDARDS. ALL DUCTWORK SIZES ARE NET INSIDE DIMENSIONS.
* ALL A/C SUPPLY DUCT ELBOWS MUST BE FURNISHED WITH APPROVED TURNING VANES.
* BRANCH TAKEOFFS MUST BE PROVIDED WITH APPROVED, ADJUSTABLE, ACCESSIBLE AIR SPLITTER DAMPERS.
* ROUND DUCT ELBOWS SHALL HAVE AN INSIDE RADIUS NOT LESS THAN 1.5 TIMES THE WIDTH OF THE DUCT.
* CLAMP FLEXIBLE DUCTS TO COLLARS. MAXIMUM LENGTH SHALL BE 10 FEET.
* ALL EXHAUST AND OUTSIDE AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL.
* ANY DUCTWORK ABOVE THE ROOF TO BE SHEET METAL, WEATHERPROOFED AND PAINTED. INSULATION TO BE 2" THICK, RIGID ON INTERIOR AND INSTALLED IN AN APPROVED MANNER.
* INSTALL SMOKE DUCT DETECTORS IN THE SUPPLY DUCT OF ALL A/C UNITS EXCEEDING 1999 CFM (INTERLOCK WITH ON/OFF CONTROLS OF AIR HANDLER.
* AIR DISTRIBUTION ACCESSORIES SHALL BE PER SCHEDULE ON PLANS. REFRIGERANT PIPING TO BE TYPE "K" COPPER WITH SOLDER FITTINGS. INSULATE ALL REFRIGERANT SUCTION LINES WITHIN BUILDING SPACES WITH ½" ARMAFLEX OR APPROVED EQUAL, UNLESS OTHERWISE NOTED.
* CONNECT CONDENSATE DRAIN PIPING FROM UNIT THROUGH A TRAP TO CONDENSATE DRAIN PLUMBING CONTRACTOR MAY INSTALL DRAIN WITHIN 6 FEET OF UNIT IF CONTRACTED TO DO SO.
* SET AIR CONDITIONING HANDLER AND CONDENSATE UNITS ON APPROVED BASES WITH VIBRATION ISOLATORS.
* ALL OUTDOOR AIR INTAKES SHALL BE SCREENED WITH A CORROSION-RESISTANT MATERIAL NOT LARGER THAN ½" MESH.
* MOUNT THERMOSTATS 5'-6" ABOVE FLOOR, UNLESS NOTED OTHERWISE.
* THERMOSTATS FOR A/C UNIT SHALL BE HEAT/OFF/COOL AND FAN/AUTO/ON SWITCHED AND SHALL BE APPROVED BY EQUIPMENT MANUFACTURER.
* FURNISH AND INSTALL ALL TEMPERATURE CONTROLS UNDER THIS CONTRACT, INCLUDING HUMIDITY CONTROLS WHEN APPLICABLE.
* FIRE DAMPERS SHALL BE INSTALLED IN ALL DUCTS PENETRATING FIRE RATED ROOFS AND CEILINGS AND WHERE REQUIRED BY CODES. PROVIDE ACCESS DOORS AT EACH FIRE DAMPER LOCATION.

WARRANTIES

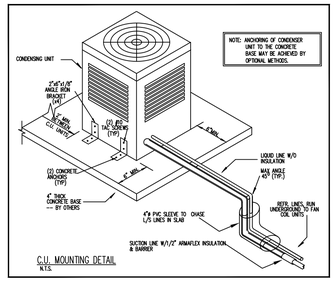
* CORRESTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENTS OR REPAIR OF ANY OTHER PHASE OF THE INSTALATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
* CONTRACTOR SHALL ADJUST, TEST AND BALANCE ALL SYSTEMS. BALANCED AIR FLOWS WITHIN 10 PERCENT OF THE DESIGN VALUES. SUBMIT COPY OF WORKSHEET TO ENGINEER/ARCHITECT.

NOTES TO A/C CONTRACTOR:

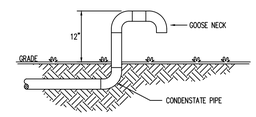
x DIGITAL, PROGRAMMABLE T-STATS TO BE INSTALLED FOR EACH AIR HANDLER UNIT.
x C.U.'S AREA TO BE LOCATED ON 4" THICK PADS ABOVE THE AREA FLOOD PLANE (FMC 301.14). CONTRACTOR SHALL VERIFY REQUIRED ELEVATIONS WITH CITY OFFICIALS.
x ALL AHU'S AREA TO HAVE ACCULIARY DRAIN PANS WITH A MINIMUM DEPTH OF 1-1/2", AND CONSTRUCTED OF A CORROSION RESISTANT MATERIAL APPROVED BY THE ENGINEER. A WATER LEVEL DETECTOR OR FLOAT SWITCH DEVICES SHALL BE LOCATED IN AUX. DRAIN PAN AND USED TO CONTROL OVERFLOW BY AUTOMATIC SHUTDOWN OF THE UNIT.
x ALL AHU'S SHALL HAVE A MINIMUM OF 4" CLEAR SPACE AROUND EACH UNIT.
x ALL R/A GRILLES TO BE LOCATED A MINIMUM OF 3'-0" FROM SMOKE DETECTORS.
x ALL AHU'S LOCATED IN ATTIC SPACE SHALL BE PROVIDED ACCESS WITH AN OPENING AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW THE REMOVAL OF THE AHU WITHIN 5'-0" OF THE UNIT (FMC 306.3).
x EXHAUST DUCTS SHALL BE A MIN. OF 4"ø AND 26 GAGE SHEET METAL PIPE.
x DRYER DUCTS SHALL HAVE A SMOOTH INTERIOR SURFACE AND MUST NOT EXCEED THE MAXIMUM ALLOWABLE LENGTH PER CODE.
x TRANSITION DUCTS SHALL NOT BE CONCEALED WITHIN CONSTRUCTION.



AIR HANDLING UNIT DETAIL
N.T.S.



C.U. MOUNTING DETAIL
N.T.S.



CONDENSATE DISCHARGE DETAIL
N.T.S.

SCOPE OF WORK

INSTALL COMPLETE NEW AIR CONDITIONING UNITS
INSTALL NEW AIR DUCTS
INSTALL NEW RETURNS
PROVIDE NEW CONC. PAD FOR EXTERIOR UNIT

SEE ATTACHED ENERGY AND HEAT LOAD CALCS.

VENTILATION PER F.B.C. 403.3

VENTILATION PER TABLE 403.3
OCCUPANCY: RESIDENCE
OF PEOPLE: 10
CFM/PERSON: 15

O/A REQUIRED: 10 x 15 = 150 CFM

AIR CONDITIONING LEGEND

▽	SUPPLY LINE MIXING BOX SEE PLAN ON THIS SHT. FOR NECK SIZE, LOCATION AND AIR FLOW	SUPLIED BY G.C.
▨	CEILING RETURN AIR GRILL SEE PLAN ON THIS SHT FOR NECK SIZE AND LOCATION	SUPLIED BY G.C.
⊠	CEILING DIFUSER AT DRYWALL CLG. SEE PLAN ON THIS SHT FOR NECK SIZE AND LOCATION	SUPLIED BY G.C.
☢	EXHAUST FAN	SUPLIED BY G.C.
▬	INSULATED FRESH AIR SUPLY DUCT SEE PLAN FOR SIZE.	SUPLIED BY G.C.

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THE BISMARCK SPEC HOME
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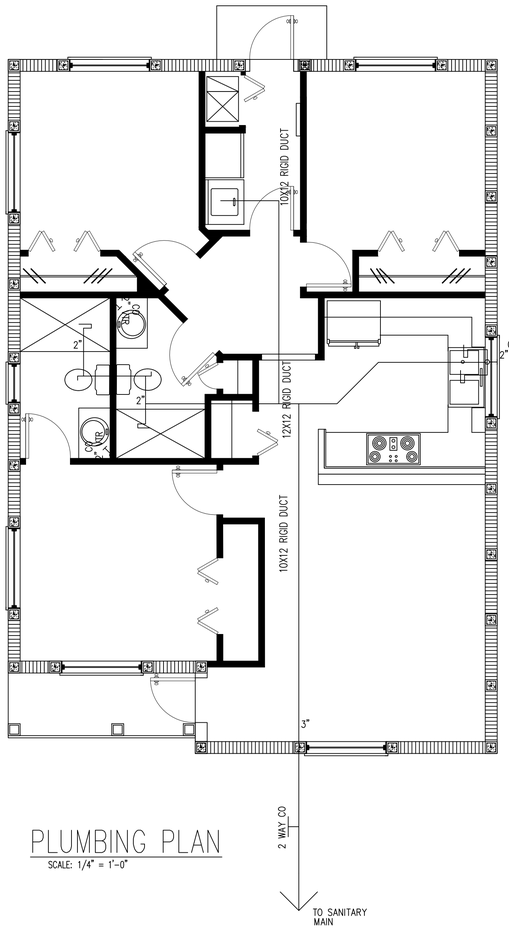
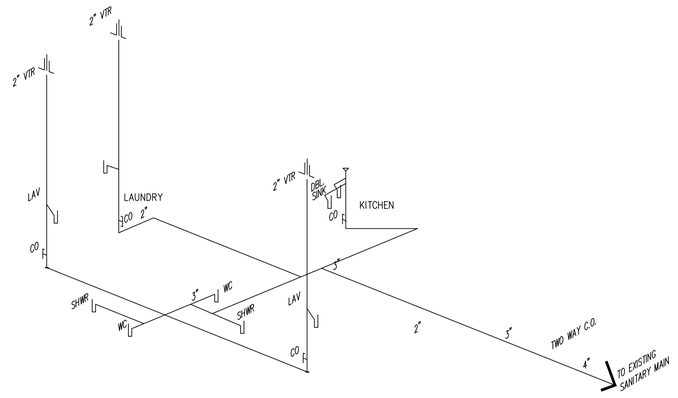


PLUMBING PLAN

SCALE: 1/4" = 1'-0"



GENERAL NOTES – PLUMBING

1. CONTROL VALVES REQUIRED AT TUBS AND SHOWERS
2. PLUMBING CONTRACTOR SHALL SUBMIT "AS BUILT" RISER DIAGRAM TO THE BUILDING DEPARTMENT. AS REQUIRED
3. ALL CLEANOUTS SHALL BE INSTALLED AS PER CODE.
4. ANTI-SCALD VALVE REQUIRED AT SHOWERS. (120 DEGREE MAX.)

FIXTURE COUNT

FIXTURE	NO.
W.C	3
BIDET	0
LAV.	4
WASH MACH.	1
L.T.	0
KIT. SK.	2
VEGGIE SK.	0
SHOWER	1
TUB	3
TOTAL	14

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
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BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	SCALE AS SHOWN	CHK BY WG
SUBDIVISION:			DRAWN BY F.R

REVISIONS:

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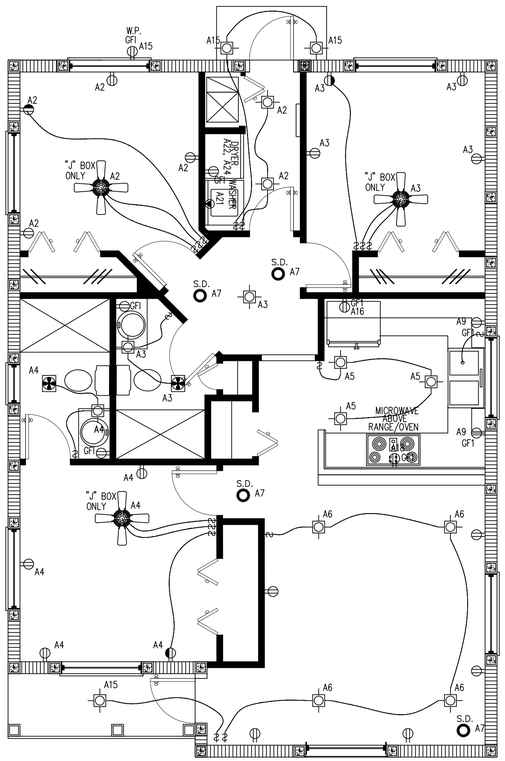


ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

TYPE: :SQUARE D OR APPROVED EQUAL
SERVICE 200 AMPS
VOLTAGE : 240 /120V – 3 WIRE (SINGLE PHASE)
MOUNTING: :FLUSH

PANEL SCHEDULE "A"

MAIN BUS. 200 AMPS
NEUTRAL
MAINS LUGS ONLY
LOCATION SHOWN

BRKS	PO-LE	TOTAL V.A.	CON-DUIT	WIRE		CKT NO.	CKT NO.	REMARKS	WIRE	CON-DUIT	TOTAL V.A.	PO-LE	BRKS
15	1	3,371		#14	GEN. LIGHT & RECEPT.	1	2	GEN. LIGHT & RECEPT	#14		3,371	1	15
						3	4						
						5	6						
					KITCHEN LIGHT. & SMOKE DET.	7	8						
20	1	1,500		#12	BATH GFI	9	10	GEN. LT. GAR. & EXTERIOR GFI					
					SPARE	11	12	SPARE					
					SPARE	13	14	SPARE					
20	1	1,200		#12	EXT LIGHT & GFI	15	16	KITCHEN SMALL APPL. GFI	#12		1,500	1	20
20	1	1,200		#12	MICROWAVE	17	18	KITCHEN SMALL APPL. GFI					
20	1	1,200		#12	REFRIGERATOR	19	20	DINING RM. SMALL APPL.					
20	1	1,500		#12	WASHER	21	22	DRYER	#10		5,000	2	30
20	1	1,200		#12	DISPOSAL	23	24						
50	2	8,000		#8	RANGE	25	26	DISHWASHER	#12		1,200	1	20
						27	28	A/C #1*	#10		5,000	2	30
30	2	4,500		#10	WATER HEATER	29	30						
						31	32	A/C #2*	#10		5,000	2	30
45	2	7,500 *		#8	AHU #1	33	34						
						35	36						
45	2	7,500 *		#8	AHU #2	37	38						
						39	40						
					SPACE	41	42						
		22,118									9,537		

CONNECTED LOAD LESS A/C= 31,655 WATTS

* = NON-CONCURENT LOAD

FIRST 10000 WATTS @ 100%=	10000	WATTS
REMAINDER @ 40%=	8,662.0	WATTS
TOTAL DEMAND LESS AC	18,862.0	WATTS
GREATER OF AHU @65% OR A/C @ 100 % =	15,000	WATTS
	33,862.0	WATTS
TOTAL DEMAND LOAD =	33,862.0	WATTS /240V=141.09 AMPS ⇨ 200 AMPS

FEEDER: 3 #2/0 THHN & 1# 6 C.U. BOND IN 2" PVC COND.

FED FROM: SERVICE

GENERAL LIGHTING CALCULATION

GENERAL LIGHTING TOTAL LOAD SHALL INCLUDE:

1 – THE TOTAL A/C SQUARE FOOTAGE MULTIPLY BY 3 VOLT/AMP.

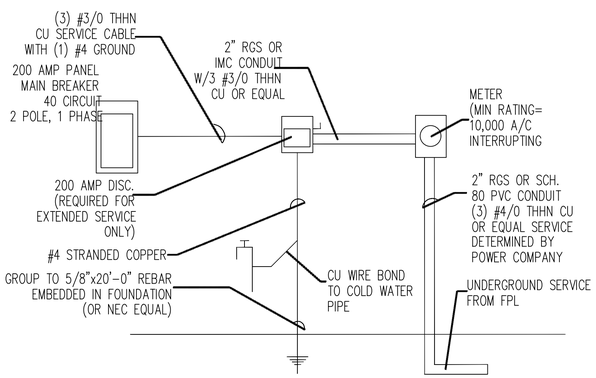
2 – MOTOR OPERATED APPLIANCE, SUCH AS PADDLE FAN AS PER N.E.C. 210-11, AND 220-3

GENERAL LIGHTING LOAD CALCULATION

TOTAL A/C AREA * 3	1,013 *3	= 3,039 WATTS
FAN LOAD * QUANTITY	200 * 3	= 600 WATTS
TOTAL GN.LT. LOAD		= 3,639 WATTS

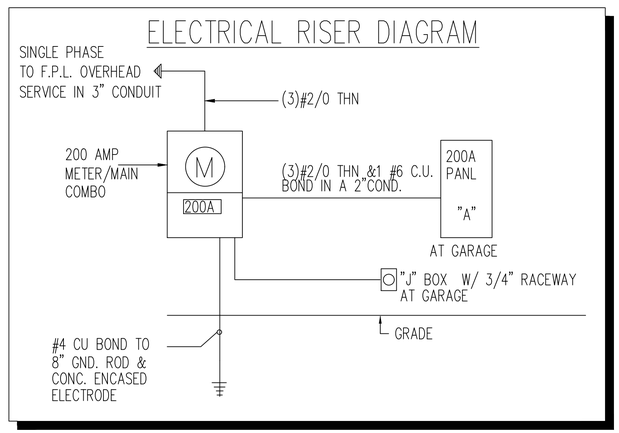
ELECTRICAL LEGEND

- DUPLEX RECEPTACLE OUTLET
- CEILING LIGHT FIXTURE
- RECESS LIGHT (HI-HAT)
- CEILING EXHAUST FAN W/LIGHT
- $ SINGLE POLE SWITCH
- GFI GFI DUPLEX RECEPTACLE OUTLET
- SPLIT-WIRED DUPLEX RECEPTACLE OUTLET
- CEILING FAN (J BOX ONLY)



UNDERGROUND ELECTRICAL RISER
120/240 V, 1 PHASE, 3 WIRE SERVICE NOT TO SCALE

ELECTRICAL RISER DIAGRAM



ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH-PLUMB-ENERGY-ACCESSIBILITY-LIFE SAFETY-FIRE CODE AND NEC 2014
CONSTRUCTION FOR MWFRS-COMPONENTS AND CLADDING-RISK CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGN WEST ASSOCIATES, INC.

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O., INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

CONSULTING ENGINEERS
WAYNE GANDY, P.E.
PE 33143
DESIGNWEST ASSOCIATE

Written Dimensions on these drawings shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings.

Designs and ideas incorporated on these plans (as an instrument of service) is the property of the designer whether the project for which they are made is executed or not. They are not to be used by the owner or others on extensions of this project or any other project except by agreement in writing and with appropriate compensation to the designer. Visual contact with these plans shall constitute prima facie evidence of the acceptance of these restrictions. Reproduction, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the designer is prohibited. Any infringement will be subject to legal action including compensation for any and all damages incurred by the designer.

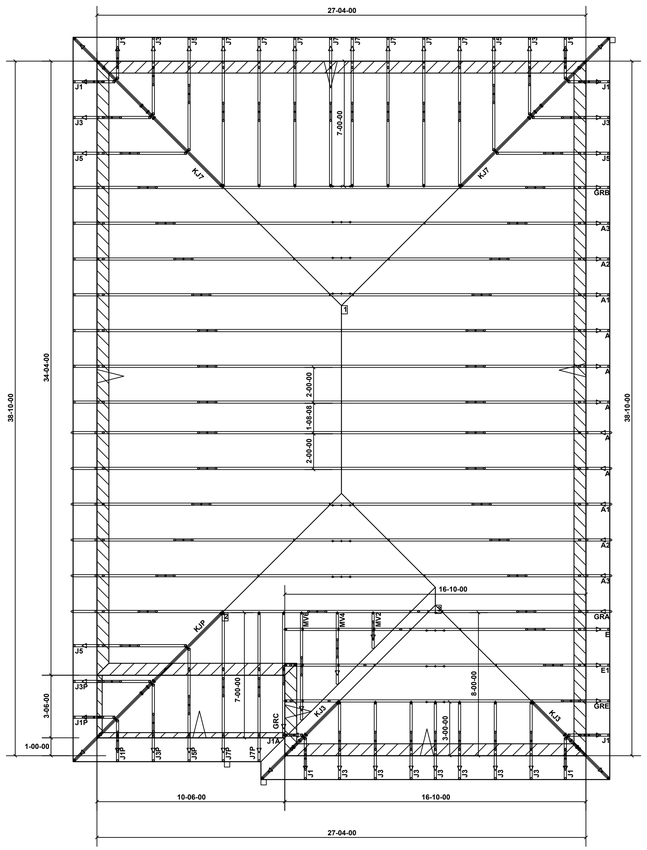
DESIGNWEST ASSOCIATES INC.
Fine Architectural Design
1510 E. COLONIAL DR.STE.230,ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

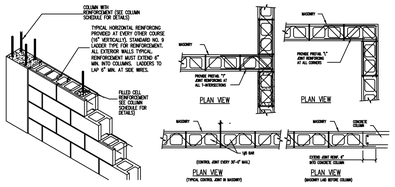
BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY: F.R	REVISIONS:
SUBDIVISION:	SCALE: AS SHOWN	CHK BY: WG	

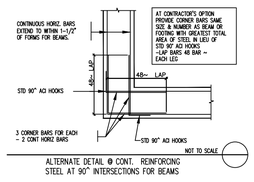
SHEET NO
A-7
OF _SHEETS

WAYNE GANDY LICENSE NO. 33134 STATE OF FLORIDA PROFESSIONAL ENGINEER

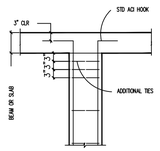
Hatch Legend
BRG WALL @ 9'- 6"



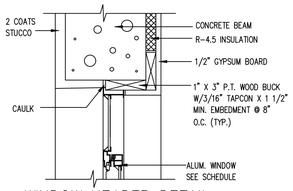




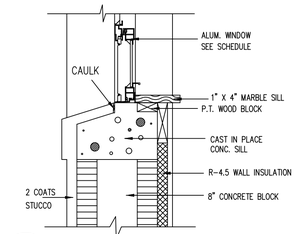
ALTERNATE DETAIL @ CONT. REINFORCING STEEL AT 90° INTERSECTIONS FOR BEAMS



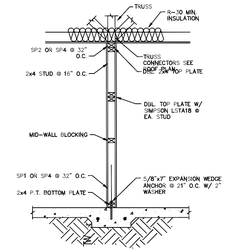
3 / A-9 TYPICAL COLUMN DETAIL @ BEAM OR SLAB
NOT TO SCALE



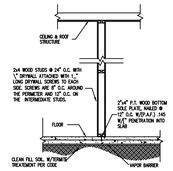
WINDOW HEADER DETAIL
N.T.S.



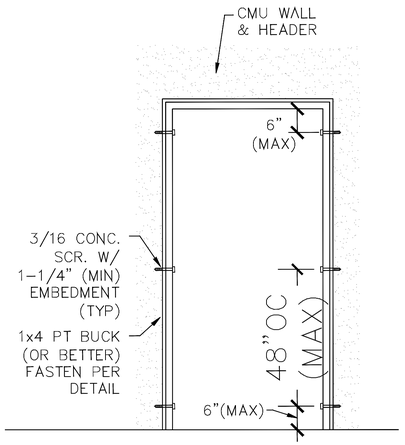
2 / A-9 WINDOW SILL DETAIL
N.T.S.



1 / A-9 TYPICAL EXT/INT KNEE WALL DETAIL
SCALE : 3/4"=1'-0" (FRAME EXTERIOR WALL SIMILAR - USE J-BOLTS)

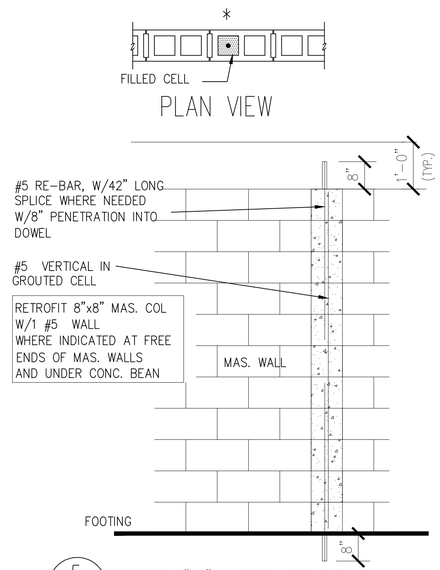


TYP. INTERIOR NON-BRG WALL DETAIL
SCALE: NTS

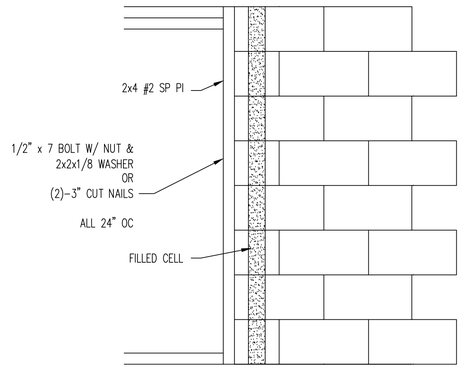


FASTENING FOR DOORS UP TO 3080

4 / A-9 DOOR FASTING DETAIL CONCRETE BLOCK WAL L
SCALE: NOT TO SCALE



5 / A-9 RETROFIT 8"x8" MASONRY COLUMN
N.T.S.



6 / A-9 FRAME WALL TO BLOCK WALL CONNECTION
SCALE : NONE

ENGINEERING NOTES:ENGINEERING MEETS OR EXCEEDS 2017 FLORIDA BUILDING CODE 6TH EDITION
MECH,PLUMB,ENERGY,ACCESSIBILTY,LIFE SAFETY ,FIRE CODE AND NEC 2014
CONSTRUCTION 160MPH WIND SPEED,2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

DESIGN WEST ASSOCIATES, INC.

THE BISMARCK SPEC HOME
710 N 22ND STREET
FORT PIERCE, FL 34950

SUNRISE CITY
C.H.D.O. INC.
(from conception to construction)
DRAFTING AND CONSTRUCTION
LIC. # CG - C1515114
(772) 201-2850

SUNRISE CUSTOM HOMES

CONSULTING ENGINEERS
WAYNE G. GANDY, P.E.
FL. LIC. 33134
DESIGNWEST ASSOCIATE

Designwest hereby reserves its copyright and other property rights in these plans. These plans and drawings are not to be written. Dimensions on these drawings shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job site and this office must be notified of any variations from the dimensions and conditions shown by these drawings. These plans and specifications are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any parties without first obtaining written permission and consent.must be notified of any variation from the dimensions and conditions shown by these drawings. the designer, "not" are they to be assigned to any parties without first obtaining written permission and consent.must be notified of any variation from the dimensions and conditions shown by these drawings.

DESIGNWEST ASSOCIATES INC.
Fine Architectural Design
1510 E. COLONIAL DR.STE.230,ORLANDO,FL.32803
Ph. 203-514-4221 DESIGNWESTASSOC@AOL.COM

BUILDER: SUNRISE CITY C.H.D.O. INC.	DATE: 01/27/2019	DRAWN BY F.R	REVISIONS:
SUBDIVISION:	SCALE AS SHOWN	CHK BY WG	

SHEET NO
A-9
OF_SHEETS

WAYNE GANDY LICENSE NO. 33134 STATE OF FLORIDA PROFESSIONAL ENGINEER

Sunrise City Construction Inc.
130 S Indian River Drive Suite 202
Fort Pierce Florida 34950

Phone: 772-201-2850
Fax: 772-907-0420

New Construction Estimate

Owner: N/A

Lot 706 N 20th Street Fort Pierce **Block** **Subdivision**

Builder: Sunrise City Conctruction **Phone 772-201-2850**

Items	Price	Subcontractor/Supplier
Temp Toilets	$1,254.00	Sunrise City Construction Inc.
Clearing Site / Fill	$4,000.00	Sunrise City Construction Inc.
Concrete Labor	$10,410.00	Sunrise City Construction Inc.
Footer	$5,100.00	Sunrise City Construction Inc.
Masonry	$11,750.00	Sunrise City Construction Inc.
Masonry Labor	$5,600.00	Sunrise City Construction Inc.
Plumbing	$8,600.00	Cavalier Plumbing
Trusses	$15,600.00	Sunrise City Construction Inc.
Framing Lumber	$6,200.00	Sunrise City Construction Inc.
Framing Labor	$5,000.00	Sunrise City Construction Inc.
Roofing Labor-Materials	$10,456.00	Sunrise City CHDO Inc.
Electrical & Fixtures	$7,850.00	Revolution Electric
Insulation	$2,000.00	Sunrise City Construction Inc.
Flooring - Tile/Carpet/Sills	$7,900.00	Sunrise City Construction Inc.
Windows and Sliding Glass door	$9,700.00	Sunrise City Construction Inc.
Stucco/Stone/Brick	$5,200.00	Sunrise City Construction Inc.
Air Conditioning/Heating	$6,000.00	Zero Degrees Heating and Cooling
Drywall/Plaster	$7,450.00	Sunrise City Construction Inc.
Trim Lumber and Doors	$6,600.00	Sunrise City Construction Inc.
Trim Labor	$1,500.00	Sunrise City Construction Inc.
Kitchen Cabinets and BathroomVanities	$8,700.00	Sunrise City Construction Inc.
Mirrors & Medicine Cabinet	$1,300.00	Sunrise City Construction Inc.
Shower and Tub Enc.	$3,900.00	Sunrise City Construction Inc.
Appliances	$5,200.00	Sunrise City Construction Inc.
Painting-Interior	$5,300.00	Sunrise City Construction Inc.
Painting-Exterior	$6,700.00	Sunrise City Construction Inc.
Hardware	$650.00	Sunrise City Construction Inc.
Gutters	$1,580.00	Sunrise City Construction Inc.
Driveway / Sidewalk	$7,100.00	Sunrise City Construction Inc.
Dumpster	$2,700.00	Sunrise City Construction Inc.
Final Clean Up	$400.00	Sunrise City Construction Inc.
Landscaping and Sod	$3,300.00	Sunrise City Construction Inc.
Grand Total	**$185,000.00**	

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSAL** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3749	RFP No: 2024-009
Mandatory Site-Visit: N/A	RFP Title: DISPOSITION OF CITY SURPLUS PROPERTY – 706 N 20th STREET
Mandatory Site-Visit Location: N/A	Proposal/Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Proposal Due Date & Time 1:00PM, MONDAY, NOVEMBER 13, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Progression Properties LLC Mailing Address: 2415 Lake Ibis Lane SW	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the proposer.* x _____ Authorized Signature (Manual)
City, State, Zip Code: Vero Beach, FL 32962	Typed or Printed Name: Pamela C Wright
Type of Entity (Select one): Corporation ✓ Partnership _____ Proprietorship _____	Title: Managing Partner
Incorporated in the State of: November Year: 2016	Delivery in _____ days, After Receipt Order
Phone Number: 407-257-1678	Payment Terms:
Fax Number: 772-257-6908	FEIN or SS Number: 81-4752136
E-Mail Address: progressionpropertiesllc@gmail.com	Local Business: ✓Y ___N MWBE: ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

CITY OF FORT PIERCE
OFFER TO PURCHASE/PROPOSAL RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
RFP No. 2024-009

I/we propose to purchase property located at: 706 North 20th Street

PROPOSED SUBMITTED BY:

Legal Name (s): Progression Properties LLC

Address: 2415 Lake Ibis Lane SW Vero Beach FL 32962

Day time Phone Number: 407-257-1678 Mobile Number: 407-257-1678

Email: ProgressionProperties LLC @ gmail.com

INTENDED USE:

I/we propose to use the property for:

Single-Family residence new constrnctin

Will this property be your prime residence? _____ Yes ___✓___ No

If not above, what do you intend to develop the property for : _____ Rental ___✓___ Resale _____ Other

IMPROVEMENTS

In consideration for the City of Fort Pierce transferring the property, I/we propose to make the followingimprovements. (Provide a detailed description of the project outlining intended use of the property witha description of rehabilitation, renovation, modifications, or new construction):

New Construction of sngle-family residence. See details in cover letter

(Attach pages as needed)

Total value of all proposed improvements to the property: $ 165,000

PROPOSED/BID AMOUNT

I/we off to pay the City of Fort Pierce: $ 8,200- for the property.

REQUIRED INFORMATION

To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered

✓ Yes	___ No	**Development Plan** – Preliminary building plans including elevations floor plans, facades and landscaping.
✓ Yes	___ No	**Timeline to complete construction project**
✓ Yes	___ No	**Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.
✓ Yes	___ No	**Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.
✓ Yes	___ No	**Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?
✓ Yes	___ No	**Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

PROPOSER'S ACKNOWLEDGEMENT

The Proposer understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Proposal, and such information is warranted by the Proposer to be true. Proposer understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Proposer's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Proposer's qualifications to perform, shall cause the rejection of the Proposal, and if after the award, to cancel the sale of agreement. The Proposal acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the proposal is not met according to an agreed upon timeline.

Bidder of Authorized Representative

Pamela C. Wright

Typed Name

11/12/2023

Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is the Proposer Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Does the Development Plan included:		
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization	✓	
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form (page age 15-16) completed, signed and attached?	✓	
Proposal envelope is marked accordingly	N/A	

PLEASE SIGN AND RETURN WITH PROPOSAL: [signature]

November 6, 2023

CITY FORT PIERCE

DISPOSITION OF CITY SURPLUS PROPERTY 706 N. 20TH STREET

RFP NO. 2024-009

ADDENDUM NO. 1

The purpose of this addendum is to include the Sample Sales Agreement as exhibit B, in the proposal document.

All other conditions of this bid remain the same.

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

Signature: P C Wright
Manual

Signature: Pamela C Wright
Typed or Printed

Company Name: Progression Properties LLC

Address: 2415 Lake Ibis Lane SW
Vero Beach FL 32962

Date: 11/12/2023

/lh

Attachment: **Sample Surplus Property Sale Agreement**

Progression Properties, LLC

Progressive Real Estate Development Co.

2415 Lake Ibis Lane sw, Vero Beach, FL 32962

Phone: 407-257-1678; Fax: 772-257-6908

Email: progressionpropertiesllc@gmail.com

www.progressionproperties.net

11/12/2023

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 34950

Dear Selection Committee,

I am pleased to present this proposal for the purchase of the property located at 706 N. 20th Street, Parcel Identification 2408-715-0019-000-7 Fort Pierce, Florida. I am very familiar with the location of this property and the intimately knowledgeable of the City's proposed revitalization plans for the Lincoln Park community. I believe the proposed development plans presented in this offer for purchase further the mission of the City's revitalization vision for Lincoln Park and addresses the need of the community for affordable housing.

I am a veteran, woman owned minority business since 2016. I am uniquely in tune with the cultural and heritage of Lincoln Park and view the development and workable housing infill through the lens of the community. The current entry-level housing market is in need of single-family homes that will complement the existing infrastructure, in line with future growth and development for the surrounding area while increasing property values.

The current trend in building materials and supplies has increased on average some 60% since the onset of the pandemic. The increase in prices are a direct result of the pandemic and the trend in higher costs for materials has remained steady over the past 24 months. This trend has created a financial bubble for builders, contractors, suppliers and transport companies and the cost of business is passed on to the end consumer. It is predicted, that by the end of the year, supply will catch up with the market and costs will decrease to pricing that will make building less expensive. This will be timely for our project as permits will be obtained and land clearing will take place.

Our team is excited about the opportunity to build single-family residential homes for working families to make memories and support the local economy at the same time.

I look forward to presenting our vision to your committee.

Sincerely,

Pamela E. Carithers
Managing Partner

Intended Use of Property

The intended use of the subject property is to construct a single-family 3-bedroom 2-bath one-car garage with two parking spaces. The proposed construction will be consistent with the existing single-family residential building codes. Our goal is to provide access to entry-level homes that are workable and affordable to the community while maintaining the historical integrity of the area. This intended use of the property will improve the availability of affordable housing and home ownership. The intended use will create equity in the neighborhood and support various uses associated with the neighboring redevelopment plan of the City of Fort Pierce.

Minority Participation and Outreach Plan

Progression Properties LLC is a Veteran, Woman Owned, African American Minority Business Enterprise located in Vero Beach, Florida. Our policy is to make a concerted effort to contract with minority and women owned businesses in Fort Pierce and St. Lucie County. The local projects have been contracted with the same General Contractor, which is a minority; the Electrical, Plumbing, A/C subcontractors are all minorities; and the crews consists of members of the minority group. This team is the same team that moves from one house to the next for all local projects. This model ensures a consistent, professional work product and contributes to the local economy. Our outreach program is to continue to contract with minority vendors in the Fort Pierce and St. Lucie County area in every phase of the project. This approach bridges the generational investment in the local workforce and levels the playing field in the contracts awarded to minority/women owned business enterprises (M/WBE).

Proposed Commitment Date

The proposed commencing date is within six months after the sale of the property to develop a full set of plans and apply for permits. Upon approval of permits, we will break ground and commence to land clearing and building the single-family home. Anticipated project completion 18-24 months.

Value of Improvements:

Total cost of construction is $153,600.00. ***See attached as attachment A.***
This figure is on contractor grade material, supplies, and estimated labor at a rate of $125.00 per square foot for a 1200 square foot single family home. Landscape improvements will be living trees, and shrubs planted for enhancing the aesthetic value of the property.

Proof of Financial Ability

Bader's Financial Center, 359 Lanternback Island Drive, Satellite Beach, FL has provided a proof of funds by an approval letter. ***See attached as attachment B.***

Summary of Experience:

Developer/Investor

Progression Properties LLC, is a real estate investment firm specializing in the acquisition of properties both residential and commercial at a discount since 2016. Pamela Carithers, managing partner, holds an MBA in Marketing and a B.S. in Computer Information Systems. She has more than 25 years of corporate; architectural, engineering and construction; nonprofit and real estate investing experience.

Progression Properties portfolio of properties includes four renovated properties sold to the open market, two properties in the middle of renovations; and two new construction builds breaking ground. Of the remaining properties, one is a multi-family triplex and the other is a single-family residence. Progression Properties has redeveloped four properties in Fort Pierce, one multi-family and three single family residences. The property in Boynton Beach will also be sold upon completion of renovations.

Contractor

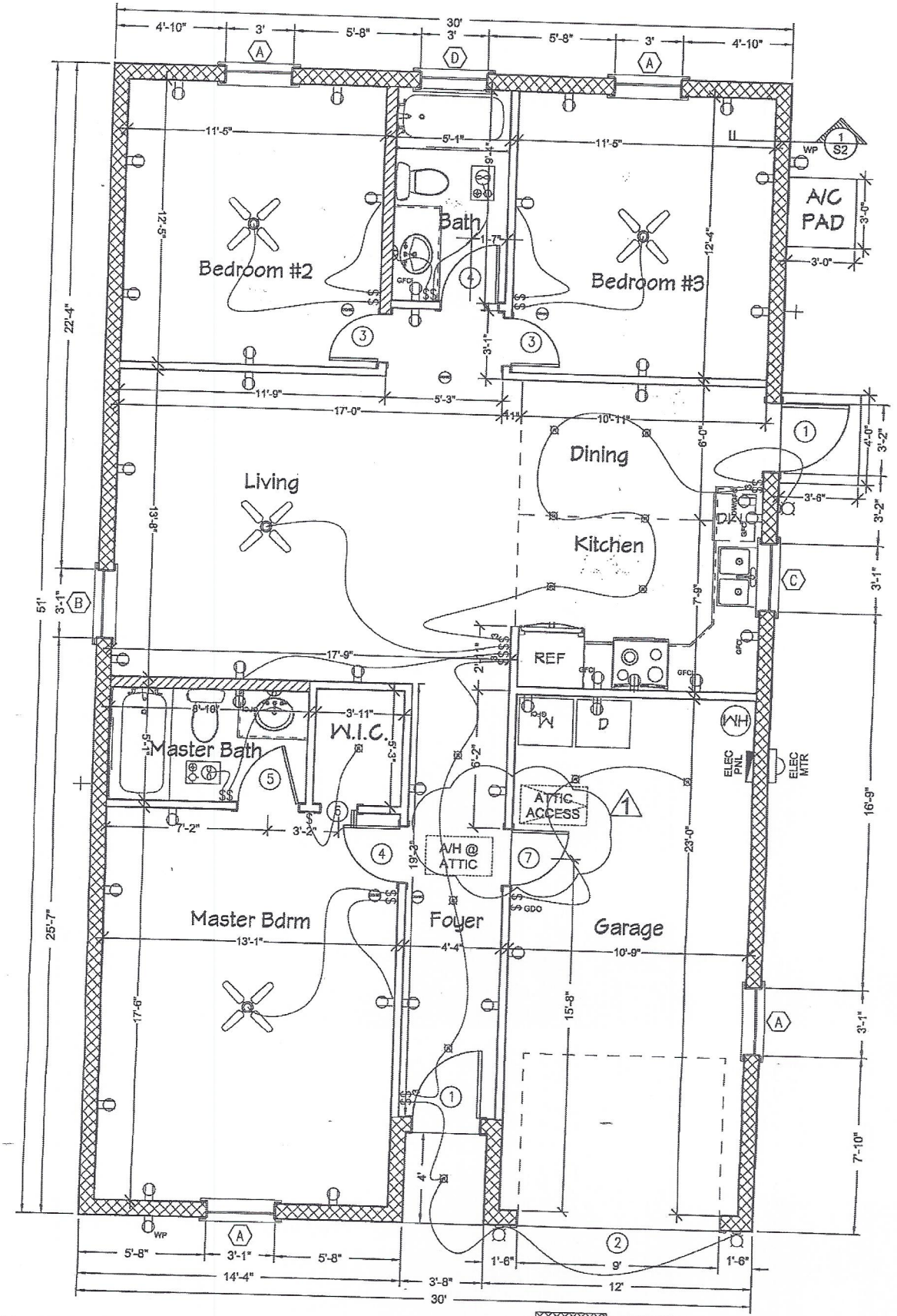
Andros Construction and Andros Roofing, is a general contractor and roofing contractor with more than 18 years of experience in the construction. Andros Construction specializes in commercial and residential roofing and foundations. The company started in 2000. And while they perform all types of building structural projects, they specialize in both roofing and foundations, projects requiring all phases of low-slope roofing, architectural sheet metal, and specialized steep slope applications. They offer help, education and advise to their customers when their customers are making decisions about material and specification choices.

They have 18 years of experience in the roofing industry and 20 years of experience in foundation work. They have a team of hard-working professionals who bring skill and "attention to detail," to every project. In 2018, they opened up our larger office on Frist Blvd in Fort Pierce to meet the rising demand for qualified roofers in this area. There sales have increased each year in business, and have completed projects of all sizes.

Andros construction has established a reputation as one of St. Lucie County's leading roofing contractors. We strive to consistently, deliver high-end results at an affordable price. Our customers trust us to protect their families and investments with quality craftsmanship, and courteous, reliable service. A copy of the license and liability insurance is included as ***Attachment C.***

ATTACHMENTS

ATTACHMENT A
VALUE OF IMPROVEMENTS/COSTS



FLOOR PLAN

SCALE: 1/4" = 1'-0"

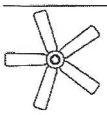
EXTERIOR 8" CMU WALLS

INTERIOR 6" FRAME WALLS

INTERIOR 4" FRAME WALLS

NOTE: AIR HANDLER MUST HAVE A SECONDARY DRAIN PAN WITH AN AUTOMATIC SHUTOFF FOR OVERFLOW.

ELECTRICAL LEGEND



CEILING FAN
W/ LIGHT FIXTURE

CEILING MOUNTED
RECESSED LIGHT

WALL MOUNTED SCONCE

CEILING MOUNTED
EXHAUST FAN/LIGHT COMBO

LIGHT SWITCH

3-WAY LIGHT SWITCH

GDO
GARAGE DOOR OPENER SWITCH

ELEC PNL
ELECTRICAL PANEL

ELECTRICAL METER

HOSE BIB

WIRE INDICATION

110 V. RECEPTACLE

SWITCHED RECEPTACLE

GFI
GROUND FAULT
INTERRUPTER RECEPTACLE

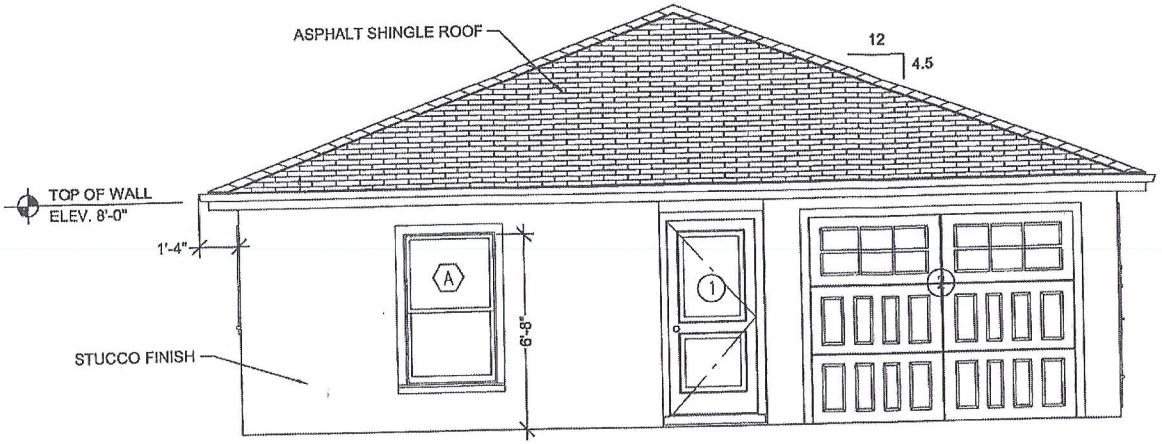
WP
WEATHER PROOF/GFI
RECEPTACLE

COMBO CARBON MONOXIDE
/SMOKE DETECTOR

1.5 IN MIN SIZE CONDUIT
2/0 CU UNDERGROUND CONDUCTOR
4 CU NEUTRAL (MIN)

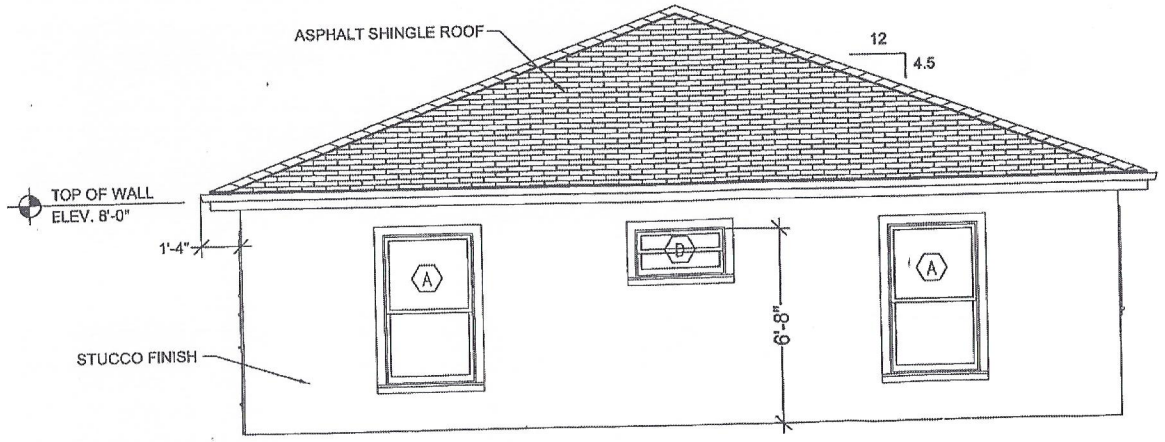
GROUNDING ELECTRODE SHALL COMPLY W/ NEC 250-66.12
CONDUCTOR TO BE #4 COPPEI
5/8" X 10' CU. CLAD GROUND RO
GROUND TO WATER PIPE & BUILDING STE

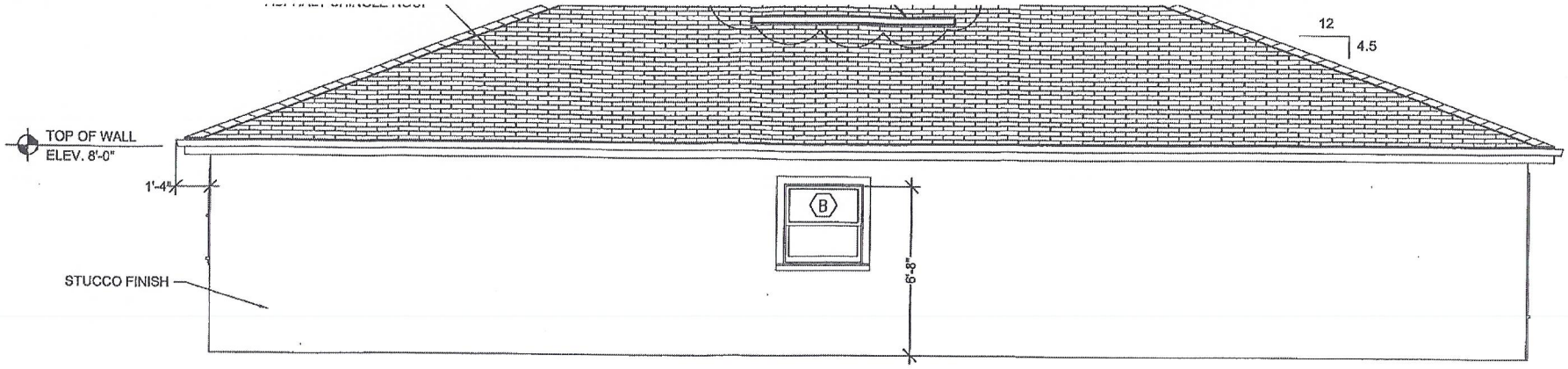
E



FRONT ELEVATION

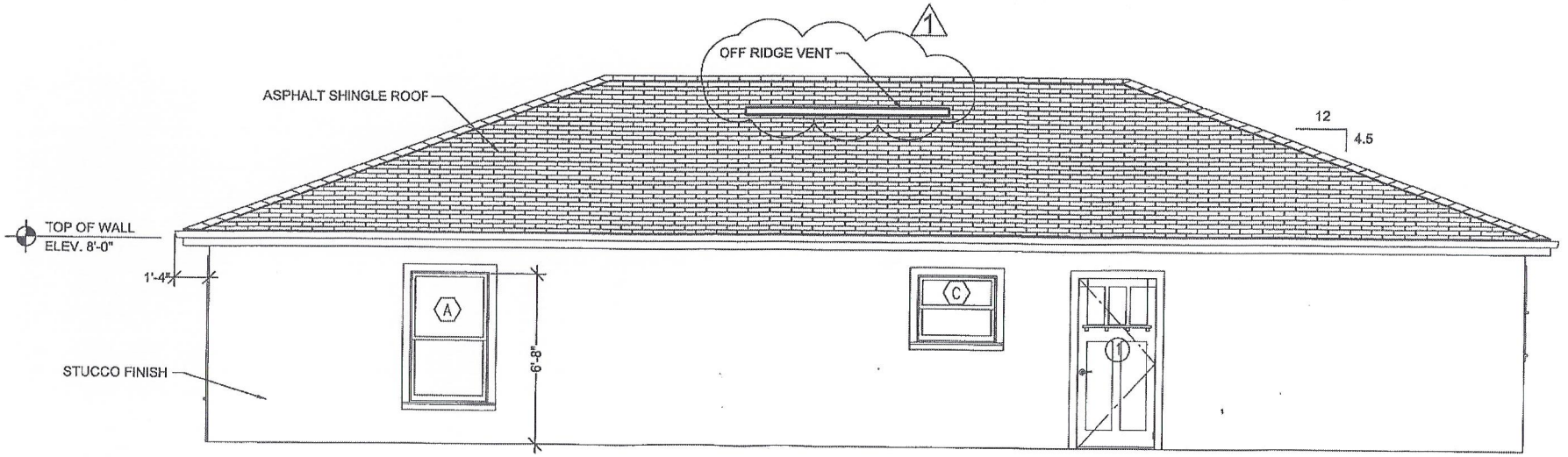
SCALE: 1/4" = 1'-0"





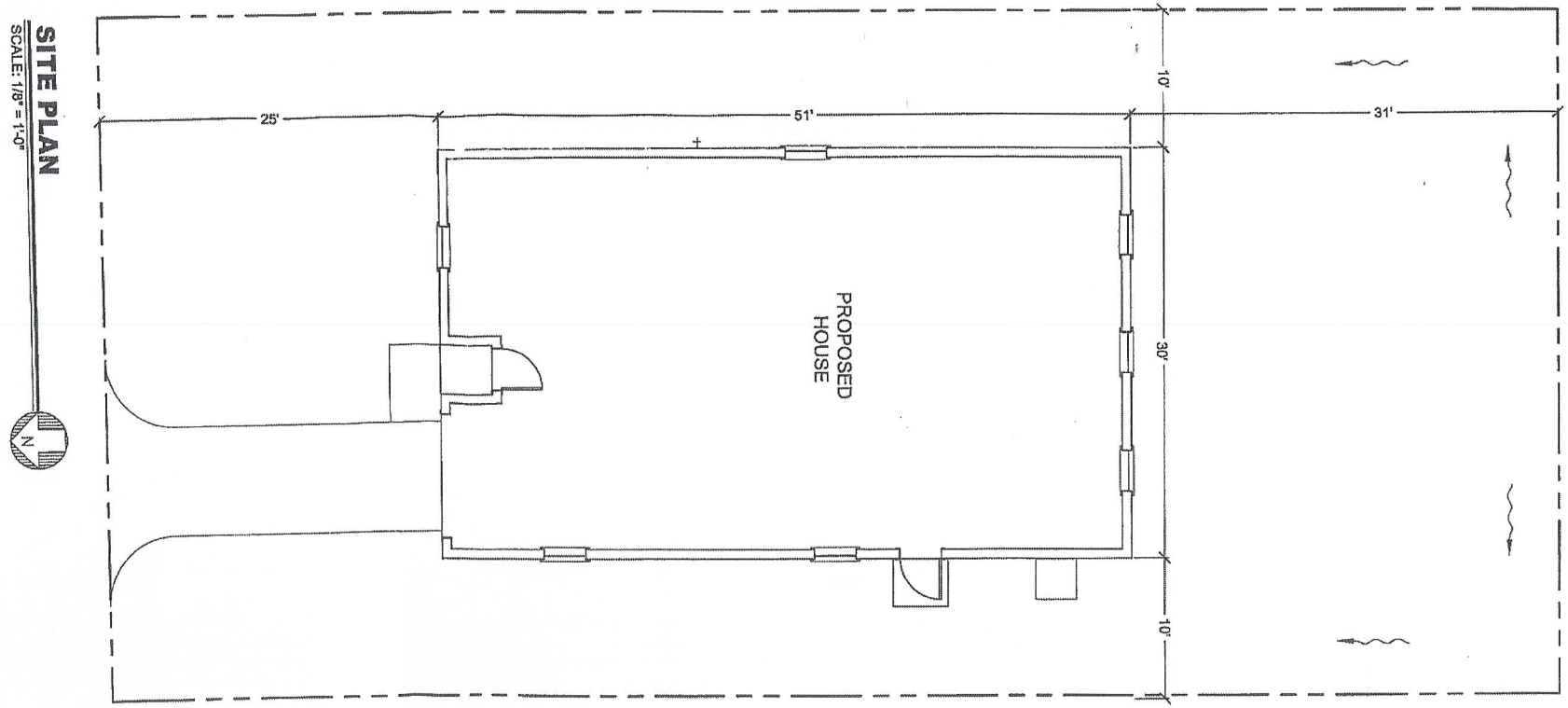
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



ELEVATIONS

MBV
ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728

1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617

MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

JOB NO.	19-0007
DESIGNED	CJW
DRAWN	AER
DATE	DEC 2018
CHECKED	RV
DATE ISSUED	12-20-2018
SCALE	AS NOTED

△	REVISIONS	DATE
1	PER BLDG DEPT.	09-17-18
2		
3		
4		
5		
6		
7		

ATTACHMENT B
PROOF OF FINANCIAL ABILITY

BADER'S FINANCIAL CENTER INC.

359 Lanternback Island Drive, Satellite Beach, Fl. 32937
305-310-1018 baderfinancial@gmail.com

November 10, 2023

Buyer: N. 20th Street Land Trust, Common Wealth Trust Services, LLC, Andrea Hosch, Esq. as Trustee and Progression Properties, Beneficiary
(Andrea Hosch, Esq. (407) 755-1010, 122 E. Lake Avenue, Longwood FL 32750)

Subject: $ 8,200.00 and The Purchase of:

Property: 706 N. 20th Street, Fort Pierce, Fl. 34950

Legal description: Parcel ID # 2404-715-0019-000-7 Legal Description: AMENDED PLAT OF WASHINGTON HEIGHTS ADDN LOT 17

Seller: Fort Pierce Redevelopment Agency 100 N. US Highway 1, Ft. Pierce, Fl. 34950

To Whom It May Concern: (City of Fort Pierce – 100 N. US Hwy 1, Ft. Pierce, Fl.31950,

This is to confirm the above borrower has been pre-qualified and approved by our Private Lending Company for a First Mortgage in an amount sufficient to purchase the above mentioned property.

This letter is issued on their behalf after thorough analyses of their credit, income, savings and the required cash to close.

We have also received all documents as requested and in a timely manner.

Please feel free to call me if you have any questions whatsoever.

Yours truly,

Omer S. Bader *(Signature on file as of 11/10/2023)*

President NMLS 393590

Bader's Financial Center Inc.

ATTACHMENT C
PHOTOS OF PAST PROJECTS (PROGRESSION PROPERTIES)

1908 Avenue G, Fort Pierce

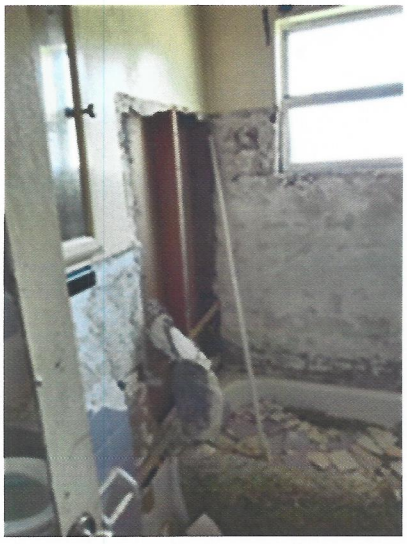
Before and After Pics

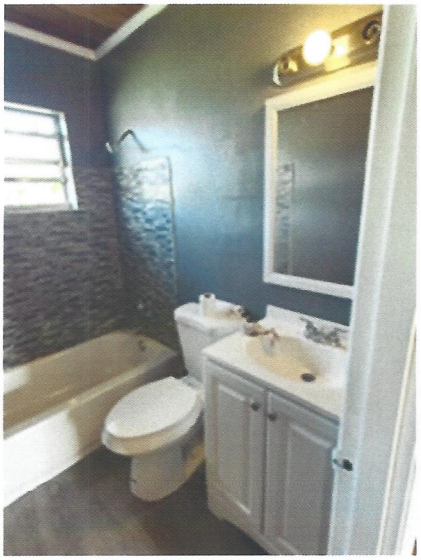












1902 N. 16th Street, Fort Pierce

Before and After











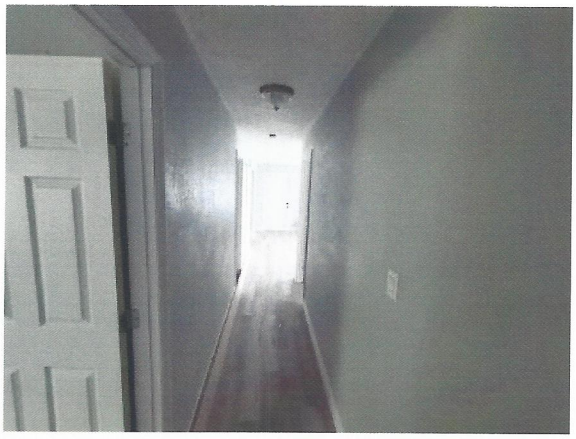


2903 Avenue R, Fort Pierce













ATTACHMENT D
CONTRACTORS LICENSE & INSURANCE

2:30:44 PM 1/12/2021

Licensee Details

Licensee Information

Name:	CONSTANT, LLOYD MITCHELL (Primary Name) ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)
Main Address:	2706 ATLANTIC AVE FORT PIERCE Florida 34947
County:	ST. LUCIE
License Mailing:	2706 ATLANTIC AV FORT PIERCE FL 34947
County:	ST. LUCIE
LicenseLocation:	

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1516095
Status:	Current,Active
Licensure Date:	09/08/2008
Expires:	08/31/2022

Special Qualifications	**Qualification Effective**
Construction Business	09/08/2008

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee Details

Licensee Information

Name:	**CONSTANT, LLOYD MITCHELL (Primary Name)** **ANDROS ROOFING*CONSTRUCTION LLC (DBA Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified Roofing Contractor**
Rank:	**Cert Roofing**
License Number:	**CCC1327225**
Status:	**Current,Active**
Licensure Date:	**03/28/2006**
Expires:	**08/31/2022**

Special Qualifications	**Qualification Effective**
Construction Business	**03/28/2006**

Alternate Names

View Related License Information

View License Complaint

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2:31:43 PM 1/12/2021

Licensee Details

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**ANDROS ROOFING*CONSTRUCTION LLC (Primary Name)**
Main Address:	**2706 ATLANTIC AVE** **FORT PIERCE Florida 34947**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Construction Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**03/28/2006**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020

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

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

PRODUCER

IMPACT INSURANCE SERVICES LLC
18064 SW 33 Court
Miramar, FL 33029

CONTACT NAME: PAULETTE BROWN
PHONE (A/C, No, Ext): (954)885-3884 FAX (A/C, No): (954)885-3885
E-MAIL ADDRESS: impactserv@msn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAUTILUS INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ANDROS ROOFING CONSTRUCTION LLC
2706 ATLANTIC AVENUE
FORT PIERCE, FL 34947

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NN1181292	10/10/2020	10/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

GENERAL CONTRACTOR - ROOFING CONSTRUCTION

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
BUILDING DEPT
121 SW PORT ST LUCIE BLVD.
BUILDING B
PORT ST LUCIE, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paulette Brown

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ATTACHMENT E
PROJECT SCHEDULE/TIMELINE

Project Timeline
Progression Properties LLC

Start Week	1-Jul-24

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Starting	1-Jul	24-Jul	10-Sep	5-Nov	12-Nov	12-Jan	15-Jan		6-Feb	24-Feb	15-Mar	25-Mar	30-Mar	1-Apr	20-Apr	1-May	15-May	28-May	Jun	July	
Phase	Meeting with Contractor Team																				
One		Meet with Design Team																			
			Develop New Contruction Drawings																		
				Submit Permit for Clearing Land																	
					Submit Permit Application																
Phase						Sign Subcontractor Agreements															
Two							Plans Review w/Planning & Building Dept														
							Present Plans to CRA Advisory Board														
									Present Design Plans to City Commission												
										Clearing land and grounds for site											
										Lay Foundation											
										Complete Rough Framing											
										Complete Rough Plumbing, Electrical, HVAC											
Phase											Install Insulation										
Three												Complete Drywall and Interior Fixtures									
													Start Exterior Finishes								
													Finish Interior Trim, Install Exterior Walkway								
														Install Hard Surface Flooring, Countertops							
														Complete Exteropr Grading							
														Finish Mechanical Trims, Install Bathroom Fixtures							
Phase																Install Mirrors, Shower Doors, Finish Flooring					
Four																	Exterior Landscaping				
																	Final Walk-Through				
																		Prsentation To City			

EVALUATION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - 706 N. 20TH STREET

CRITERIA		RESPONDENTS	
		Sunrise City Concrete Svc., Inc. Ft. Pierce, FL	**Progression Properties, LLC.** Vero Beach, FL
DEVELOPMENT PLAN - MAX 20			
Preliminary bulding plans including elevations, floor plans, facades landscaping plan	20		
Sketches of plans to be developed	15		
Detailed description with no drawings	5		
TIMELINE TO COMPLETE CONSTRCUTION - MAX 20			
Within one year	20		
Between 1 to 2 years	15		
More than 2 years but less than 3 years	5		
PROOF OF FINANCIAL ABILITY - MAX 15			
Letter from Financial institution, proof of financial ability to purchase lot & construct			
CONSTRUCTION COST ESTIMATES - MAX 10			
Detailed cost estimate from licensed contractor	10		
Proposer estimated cost with no 3rd party backup	5		
PROPERTY UTILIZATION - RESIDENTIAL USE - MAX 20			
Owner Occupied	20		
Develop for Resale	15		
Neighboring property owner	10		
Develop as Rental Property	5		
NARRATIVE/SUMARY OF DEVELOPMENT - MAX 15			
TOTAL		0	0

EVALUATION MATRIX
DISPOSITION OF CITY SURPLUS PROPERTY - 706 N. 20TH STREET

ma

NOTES
RFP NO. 2024-009 - 706 N. 20TH STREET

Sunrise City Concrete Svc., Inc.

Progression Properties, LLC.

RFP NO: 2024-009
DISPOSITION OF CITY SURPLUS PROPERTY- 706 N 20TH STREET
CUMULATIVE EVALUATION MATRIX

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	92.5	95	**364.5**
Progression Properties, LLC	67	38	70	65	240

CRITERIA	Points
Development Plan	**20**
Timeline to Complete Construction	**20**
Proof of Financial Ability	**15**
Construction Cost Estimates	**10**
Property Utilization - Residential Use	**20**
Narrative/Summary of Development	**15**

THE SUNRISE CITY

FORT PIERCE

Florida

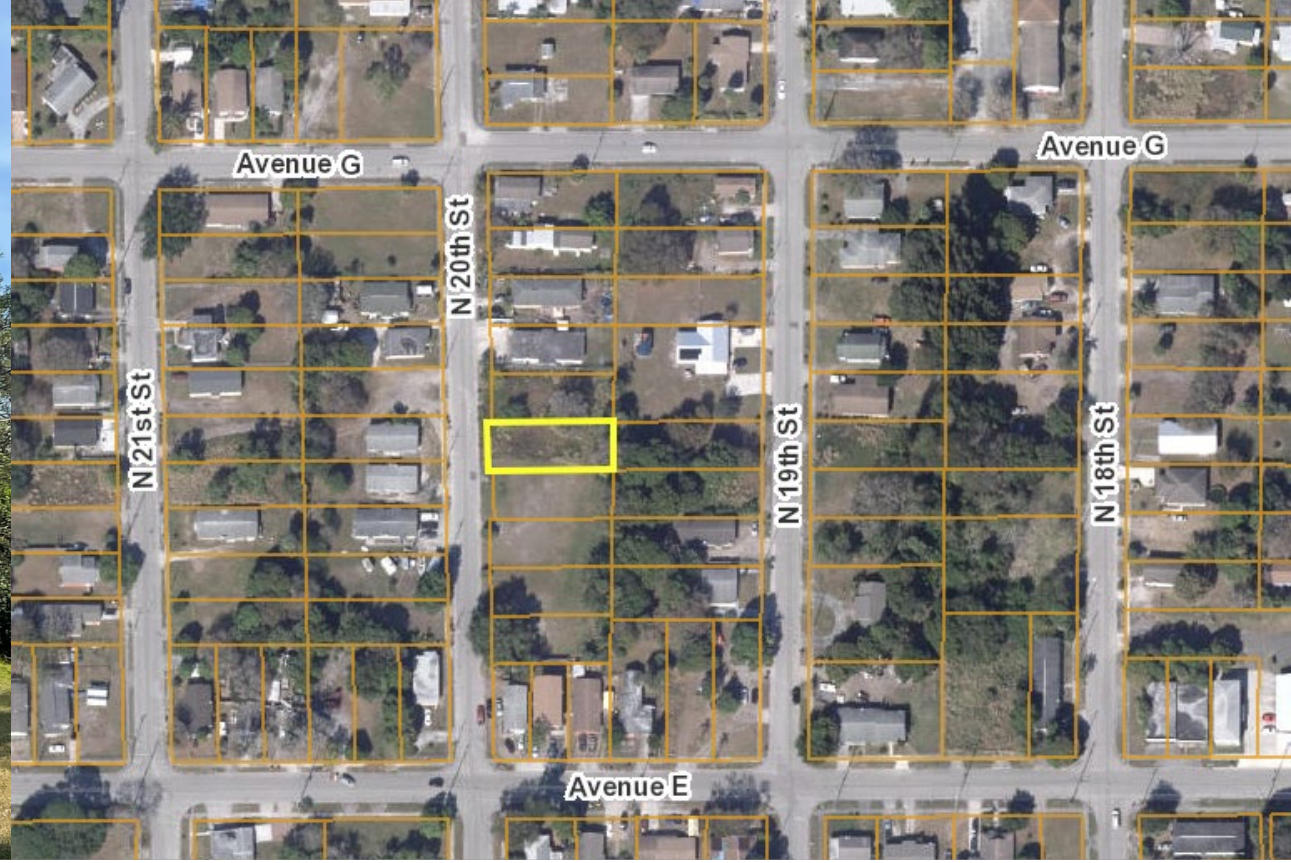
DISPOSITION OF SURPLUS PROPERTY
706 N 20TH ST


Staff identifies property for redevelopment/Citizen Request
Send survey form to all **Department heads** to determine if property is needed for City use, if not, it can be declared “surplus.”
City Commission declare Surplus via Resolution.
Purchasing Department creates bid document and solicit proposal.
Staff evaluates and provides recommendation to **Planning Board** for action.
City Commission awards to highest ranked respondent and authorizes staff to enter negotiations.
City Commission approves Resolution for Disposal and Agreement with Construction Terms.
City Attorney/Outside Counsel prepare closing documents and communicate with buyer.

EVALUATION CRITERIA

- Development Plan (20 points)
- Timeline (20 points)
- Construction Cost Estimates (10 points)
- Proof of Financial Ability (15 points)
- Property Utilization (20 points)
- Summary of Development (15 points)





706 N. 20TH ST

EVALUATION RESULTS

RESPONDENTS	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	TOTAL
Sunrise City Concrete Services, Inc	95	82	92.5	95	**364.5**
Progression Properties, LLC	67	38	70	65	240

SUNRISE CITY CONCRETE SERVICES INC.



- Purchase Price $3K
- 3BR/2BATH Single Family Home
- Construction Cost Estimates $185K
- Complete Construction within 7 months of closing

RECOMMENDATION



AWARD RFP 2024-009 TO THE HIGHEST RANKED RESPONDENT, SUNRISE CITY CONCRETE SERVICES, INC., AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS FOR THE SALE OF THE PROPERTY.



QUESTIONS

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

Meeting Date: 02/05/2024

Re: Acceptance of Proposal from EnSight Technologies for Parking Count/Guidance System, RFP No. 2023-008

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Authorize acceptance of proposal from EnSight Technologies for Parking Count/Guidance System in the amount not to exceed $189,520.00 plus an annual fee of $8,875.00 for annual software and support services.

SUMMARY:

On September 18, 2023, the City Commission approved staff to initiate negotiations with EnSight Technologies, the highest-ranked proposer of **RFP 2023-008**. EnSight Technologies is proposing to provide and install a parking counting system at the City's garage that has the capability to provide daily reports on usage. Five (5) counting cameras with associated software will be utilized to determine the number of vacant parking spaces per floor and display these numbers to two (2) double-sided full matrix LED display boards (3.5' x 5') mounted on the exterior of the parking garage at each entrance.

The total cost of this proposal totals **$189,520.00**. In addition, an annual fee of **$8,875.00** will be required for annual software and support services.

If approved, a contract will come back to the commission for execution.

RECOMMENDATION:

Recommend acceptance of proposal RFP 2023-008, as confirmed by the Parking Committee.

ALTERNATIVES:

Reject proposal and begin RFP process again.

RESPONSIBLE STAFF:

Engineering, Information Technology

COORDINATED WITH:

Parking Committee

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	24
Account:	To Be Determined
Amount:	$189,520.00

FISCAL IMPACT:

In addition to the initial cost, an annual software and support services agreement is required at $8,875.00 per year.

Attachments

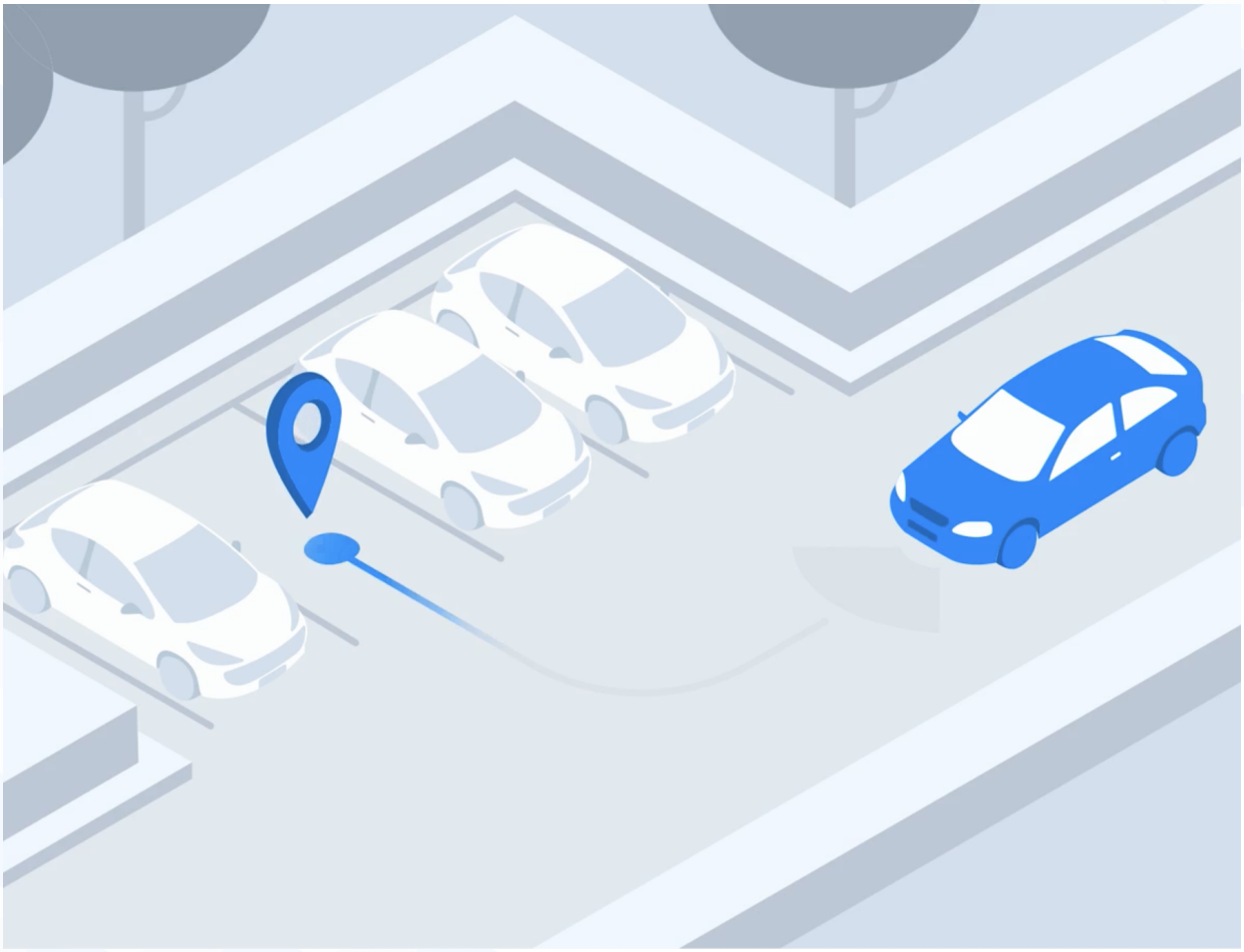
RFP 2023-008 Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/25/2024 11:02 AM
City Manager	Nick Mimms	01/25/2024 04:40 PM
Form Started By: John Andrews		Started On: 01/04/2024 04:40 PM
Final Approval Date: 01/25/2024		

City of Fort Pierce Garage Parking Availability & Counting System

RFP No: 2023-008



EnSight Technologies
Mike Driscoll
mike.driscoll@ensight-technologies.com
1955 Cordell Court, Suite 104
San Diego, CA 92020 United States
Cell: +1 (678) 602-8213

Prepared for:
Georgia Montgomery
City of Fort Pierce, Purchasing Division
100 North U.S. #1, Room 101
Fort Pierce, FL 34950
purchasing@cityoffortpierce.com
(772) 467-3102

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Technology Investment Summary **25**

Enhanced Signage Investment Summary 26

Fort Pierce Parking Garage Annual Software and Support Services Agreement (SSSA) 27

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COI 41

Addendum NO. 1 48

Addendum NO. 2 49



Proposer Acknowledgement

Letter of Transmittal

Organizational Profile and Qualifications

- Company Overview
- EnSight Team
- Client References

Scope of Work

- Executive Summary
- Project Approach
- System Layout Drawings
- Technology Investment Summary
- Signage Investment Summary (Base Bid)
- Optional Enhanced Signage Investment Summary
- Annual Software Services Agreement

Additional Data

- Technical Solution
- The EnSightful Portal
- EnSight Eyes
- EnSight Signage
- EnSight Connect
- Required Forms
- W-9
- Drug-Free Workplace
- COI
- Addendum NO. 1
- Addendum NO. 2

Proposer Acknowledgement

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** and **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Georgia Montgomery, 772- 467-3102	RFP No: 2023-008
Mandatory Pre-Proposal Meeting: 10:00 A.M., Friday, January 20, 2023 1st Floor Conference Room	RFP Title: PARKING AVAILABILITY COUNTING SYSTEM
Mandatory Site-Visit Location: City Hall (Parking Garage) 100 North U.S. 1 Fort Pierce, Florida 34950	RFP Opening Location: City of Fort Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, FEBRUARY 13, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Ensight Technologies Mailing Address: 1955 Cordell Court, Suite 104 City, State, Zip Code: San Diego, CA 92020	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual) Typed or Printed Name: Mike Driscoll
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	Title: Regional Manager Eastern Territories
Incorporated in the State of: CA Year: 2018	Delivery in 100 days, ARO
Phone Number: 619-229-8319, Direct: 678-602-8213	Payment Terms: Net 30 Days
Fax Number: N/A	FEIN or SS Number: 83-1624416
E-Mail: mike.driscoll@ensight-technologies.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Letter of Transmittal

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

RFP Number 2023-008

To whom it may concern:

Please find the following response to the above-mentioned RFP for the Parking Availability & Counting System. In regard to the RFP response, the team member, Mike Driscoll is authorized to represent EnSight Technologies in the response documents.

Mike Driscoll, Regional Manager Eastern Territories

Mike.driscoll@ensight-technologies.com

678-602-8213

EnSight Technologies is committed to this project and the following response will outline; our understanding of the project, scope of work, our technology solution, our experience in parking guidance and most importantly our Team. We are the ONLY proven vision based parking occupancy management system in the market today.

Feel free to get back to me with any questions or comments.

Sincerely,

Chris Scheppmann

President & CEO

1955 Cordell Court, #104
El Cahon, CA 92020

Organizational Profile and Qualifications

Company Overview

EnSight Technologies LLC

Address: 1955 Cordell Court Suite 104, San Diego, Ca 92020
Federal Tax ID: 83-1624416

EnSight Technologies, LLC, is a US Company incorporated in the state of California in 2018. We are in the process of completing a number of projects in the state of Florida directly or through one of our channel partners. If we are the successful bidder for this project, we we obtain any required city or county business license(s). Our electrical installer has all required subcontractor licenses to install equipment in the state of Florida.

EnSight Technologies, LLC was formally launched in 2018. Our founding members built (est. 2002) and sold a company called APS Technology Group in 2012 that developed and delivered Optical Character and License Plate Recognition Systems to track, scan, and identify containerized cargo and trucks globally for 12 years. Upon sale, our technology was in 14 countries worldwide. Our founding members took our collective experience developing and building optical vision systems to the parking market in 2018.

Our mission at EnSight is simple: to provide the smart, simple, and scalable parking occupancy management systems that work for every parking provider. We are a software solutions company that has developed our proprietary AI-based object detection and tracking software that integrates with off-the-shelf cameras and hardware. We believe in smart simplicity to provide the most accurate counting system in the parking market.

At the end of the day, we're committed to making parking smart, simple, and scalable. All while keeping it affordable for the everyday parking providers.

Our solution delivers instant occupancy counts, an integrated LPR module, customizable dynamic signage, and an open API infrastructure, all within a smart, economical, and flexible parking occupancy management system. Working across many industries with clients big and small, we're giving parking providers a solution that's made for them, while enhancing the parking experience for all.

EnSight Team

Chris Scheppmann, President & CEO



Executive sponsor and oversight of project delivery team. As the Managing Member of EnSight, Chris is in the business of making parking simple. With a Business Degree and MBA, Chris has spent 10 years in the software and technology space. Having gotten his start in transportation, marine ports, and railroads, he led global sales for APS Technology Group to deliver vision-based systems to track and scan containerized cargo. After this company was sold, Chris took over as President and owner of Access Professional Systems ("APS"). With his experience with vision systems and running APS, Chris teamed up with Mike Bedford and Russ Scheppmann to launch EnSight Technologies. Outside of the office, you'll find him surfing, competing in triathlons, traveling the globe, and hunting down the latest food spots.

Mike Bedford, VP of Technology



Mike will lead the software and engineering team from EnSight to deliver the EnSightful Parking Count Solution. Mike will be responsible for leading the product team on system delivery and configuration.

As the Vice President of Technology, Mike draws on years of experience in the software industry, along with a love for all things technical. Holding a Bachelor of Science Degree in Electrical Engineering, Mike has built a notable career in the industry, from working as an avionics technician in the US Navy to leading product development as the hardware and software engineer for APS Technology Group. Teaming up with Chris and Russ to launch EnSight Technologies, Mike combines his expertise in hardware and software engineering to oversee product engineering and R&D. Outside of work, Mike enjoys restoring old cars, playing baseball, and camping with his family.

Sunil Rawal, Lead Software Technologist



Sunil Rawal is a full-stack software engineer with over 20 years of experience in software development.
He is deeply versed in server-side technologies, mobile and web platforms, expert systems and AI, blockchain technologies, and image processing. He holds a Ph.D. in high-energy particle physics and a Masters in natural sciences from Cambridge University in England.
Sunil will lead all software deployment and be responsible for any additional integrations that may be layered on the base system deployment.

Mike Driscoll, Regional Manager, Eastern Territories



Mike has spent over (20) years in the parking industry serving in many roles from system implementation, project management, sales, product development and management. He is an expert in parking guidance and wayfinding solutions, parking revenue control systems, mobile payment apps, digital signage, LPR and access control systems. Mike serves as Project Manager for Projects in the Eastern States.

Ehren Kellogg, Project Manager and Systems Engineer



Ehren will be responsible for drawings, network diagrams, and subcontractor coordination on installation and infrastructure tasks.

With over 20 years in the Parking industry of an IT background, Ehren has worn many 'hats' along the way. Getting his start as a parking Installation Technician, he's also held the roles of Product Specialist, IT Manager, Sales Engineer and now applies his skills as our Systems Engineer and performs Project Management services for our new projects.

Phil Bedford, Sr. System Sustainability Engineer



Phil spearheads our customer success team and is responsible for ensuring system sustainability, accuracy, and uptime is achieved, always.

Phil has a computer networking and IT background in building and maintaining server and database networks. When Phil isn't working you will find him building and racing his Pontiac GTO.

Client References

Redwood City, California

EnSight deployed it's parking guidance technology to connect Redwood City's municipal parking structures with several private parking garages into a single easy-to-use and manage parking guidance system. EnSight installed its intelligent camera-based occupancy management system at three city garages: Jefferson, 889, and Marshall. The addition of these garages plus two private garage brings EnSight's technology to five total garages totaling 1,400 parking spaces in Downtown Redwood City.

Garage Locations:

- Jefferson Garage
- 889 Garage
- 750 Marshall
- 601 Marshall
- 2075 Broadway

Contact Name: Christian Hammock
Title: Parking and Transportation Demand Manager
Phone: 650.780-7378
Email: chammack@redwoodcity.org





St Jude Memphis Hospital

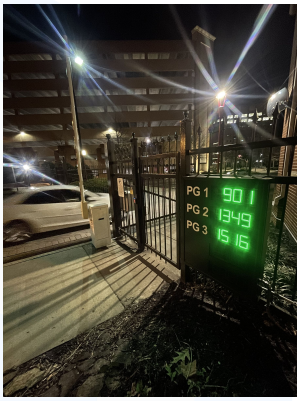
St Jude Memphis Hospital campus comprises 66 acres with more than 5-million-square-feet of building space, over half of which is dedicated to research. To serve patients and employees, the campus has three parking garages with total parking capacity of 4,039 parking spaces. In 2022, St Jude Deployed the EnSight Occupancy Management system to provide visitors and employees with parking availability information via EnSight's API integration to display parking availability on the employee mobile app and to digital signage at the 4 main entry points of the campus. As parkers come to their garage of choice they are greeted by additional signage advising on spaces available within the garage.

EnSight's Parking Occupancy Management System (POMS) enables hospital stakeholder to manage parking capacity in real time, and leverage the historical data to plan for parking improvements as well as overflow parking strategies. St Jude is currently under development of 2 more parking garages that will deploy the same EnSight POMS.

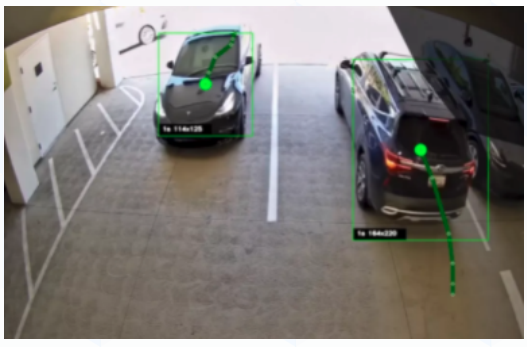
Garage Locations:

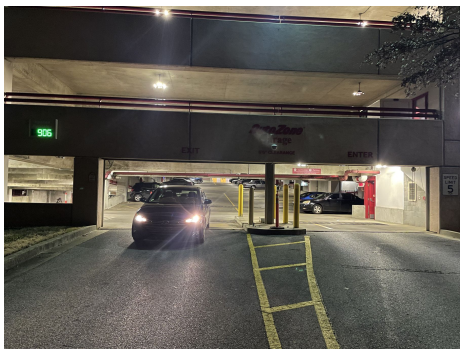
- Garage 1- 969 Parking Spaces
- Garage 2- 1483 Parking Spaces
- Garage 3-1587 Parking Spaces

Contact Name: Joseph Luther
Title: Project and Facilities Manager
Phone: 901.301.2464
Email: joseph.Luther@stjude.org







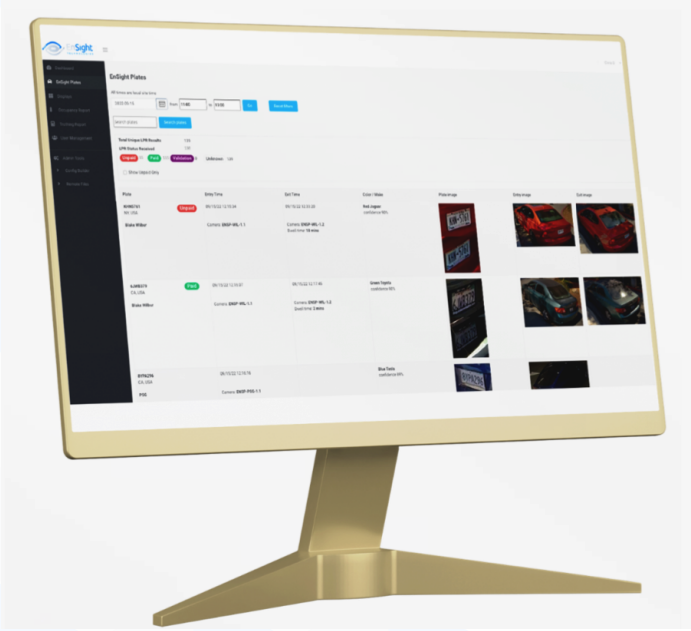


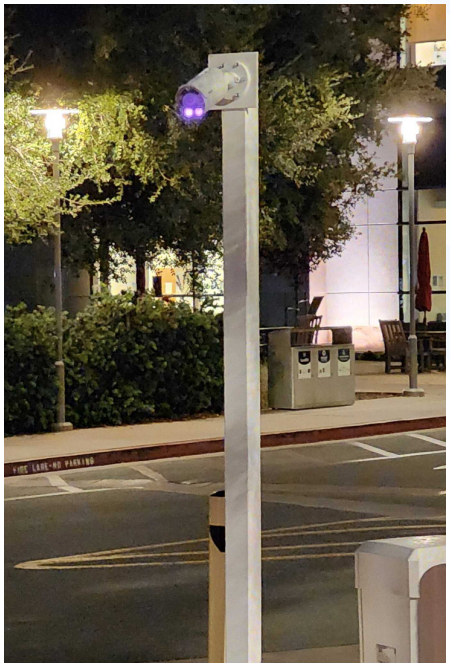
Stanford Health Care

Stanford Medicine is an ecosystem comprising the School of Medicine and the pediatric and adult health care delivery systems. The Stanford network of care includes more than 65 locations across Northern California and more than 85 locations in the U.S. Western region.

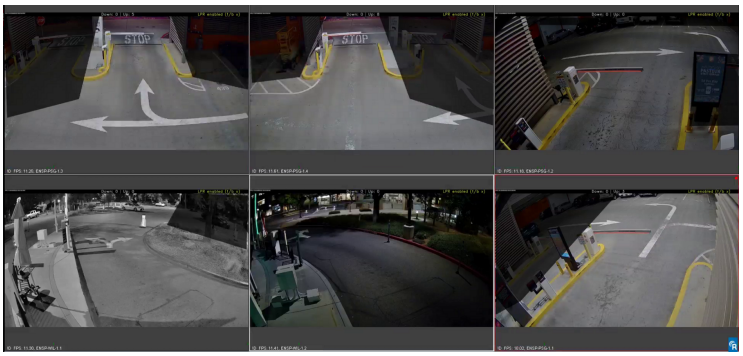
In the Bay Area Stanford locations are supported by 11 surface lots and 9 garages. EnSight is currently deploying Phase one of a multi-phase project delivers real time occupancy and real-time parker validation and LPR enforcement using our EnSight Eyes and EnSight plate modules. The solution is being used to monitor parking availability across their parking assets and validate permitted parkers and visitors.

Project Contact Name: Chris McGougnan
Title: Director – Transportation Services & Grounds
Phone: 510.205.2420
Email: cmcgougan@stanfordhealthcare.org









Arizona State University - Novus Garage

ASU is one of the largest public universities by enrollment in the U.S. With one of the largest enrollments requires the management one of the largest university parking operations in the nation.

EnSight is working to deliver their first Parking Occupancy Management Systems for their new 7 level Novus Garage. The Novus Place Parking Structure provides 1,801 parking stalls on seven levels for surrounding Novus Innovation Corridor developments as well as ASU buildings and events. The ground-floor height of 14’ allows for expansion of up to 10,000 square feet of retail development.

EnSight's intelligent camera-based solution counts vehicles entering and exiting each level of each garage and transmits that occupancy information to signs located at garage entrances and the entrance of each parking level. Altogether, there are 17 cameras located throughout the garage on each entry exit lane and each level interchange. The parking availability is displayed on 2 monument signs on the exterior of the garage and 10 interior way-finding signs will provide real-time information about how many parking spaces are available on each floor. The parking guidance technology will monitor parking availability across the 1,200 parking spaces.

Contact Name: Melinda Alonzo, Parking Director
Phone: 480.965.5994
Email: melinda.alonzo@asu.edu



2nd and PCH – Long Beach, California

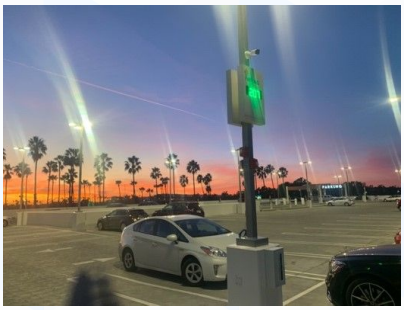
2nd and PCH developed and managed by CenterCal properties sits at the gateway between Orange County and Long Beach, one of the most highly desirable areas in Southern California. With tremendous visibility on the corner of the iconic Pacific Coast Highway and 2nd Street there are more than 100,000 car trips passing the intersection daily. This Whole Foods anchored center has become the social hub and community gathering place with its spectacular views and enviable setting directly across from Alamitos Bay and the Long Beach Marina.

EnSight Technology's intelligent camera-based solution counts vehicles entering and exiting each level of each garage and transmits that occupancy information to signs located at garage entrances and the entrance of each parking level. Altogether, 31 strategically located dynamic LED Display signs will provide real-time information about how many parking spaces are available on each floor. The parking guidance technology will monitor all 1,100 parking spaces in the complex's three garages.

The Class A open air Lifestyle Center has two 3-level garages at opposite ends of the property connected via additional rooftop parking with the EnSight Parking Guidance EcoSystem for Level count wayfinding and specialty parking management.

Contact Name: Adrian Yu
Title: Parking Manager
Number: C (562) 650-3465
Email: AYu@lazparking.com







Scope of Work

Executive Summary

Introduction

For over 20 years the principals at EnSight Technologies has been delivering state-of-the-art machine vision solutions to its clients. This experience makes us the ideal technology provider for the Parking Guidance & Occupancy Management System proposed for the City of Fort Pierce. Our vehicle counting solution uses video cameras to track vehicles in-motion at designated points in parking facility and accurately counts and maintains the occupancies levels in real-time. We use our own proprietary machine learning algorithm, FLI, to count and track vehicles, not a third-party company. 100% of our solution was developed in-house and is maintained by our US based support team. Our target goal for vehicle counting accuracy is 99% and our FLI algorithm continues to learn and become more accurate over time. The Team of Professionals at EnSight have a combined experience of over (50) years in the parking industry. We leverage that experience to develop comprehensive occupancy management solutions for complex projects like City of Fort Pierce.

Our Understanding of the Project

We have reviewed the plans and specification in detail and developed an occupancy management solution that not only meets but exceeds the RFP requirements. We understand the complexity and challenges this project presents and are fully confident that our technology solution will deliver the results that the City of Fort Pierce is expecting including accurate counting/occupancy levels, interactive wayfinding signage, detailed reporting and the data integration with external systems through our API. The scope of services in our response includes fixed video cameras, local network switches, servers, FLI licenses, cloud management portal, interactive digital sign package, project management, hardware installation, system commissioning, system testing, acceptance testing, end-user training and an on-going support plan. If we are selected for this project, we will provide a dedicated Project Manager for the entire duration of the project that will serve as a single point of contact for the City. The Project Manager, supported by our implementation team will ensure that the entire system is factory tested for quality control, configured and hot-staged prior to shipment. The person will manage and oversee all stages of the project from start to finish.

Technology Solution

The Technology System proposed is a vision-based count and occupancy management system that utilizing video cameras, the EnSight FLI counting algorithm, local controllers, EnSight Connect REST API and our EnSightful cloud portal. First, camera technology requires less infrastructure and is easily mounted overhead in the applicable areas. By using vision based technology we can accurately count vehicles regardless of the direction the car is moving in i.e. a car driving in the exit lane. Additionally, the cameras have dual stream capabilities that can be directed to the City's security surveillance system bolstering visibility throughout the garage and lots. The EnSightful Portal allows authorized users to adjust the occupancy in a zone or facility, control signs, run reports, view any of the cameras and adjust user defined parameters. The proposed solution is expandable and allows for upgrades such as license plate recognition (LPR), specialty spaces, EV charging stations, mobile payments and many others.

Digital Signage

Digital signage is a critical element of a parking guidance system. Each floor will display the available spaces by floor number.

Open API

EnSight Connect is our open API that allows the integration to external systems such as websites, mobile apps, parking revenue control systems, EV charging stations, business intelligence dashboards, digital signage and many others. This module is the vehicle to complete the required integration under the RFP including the Massport web site, FlyLogan mobile App and Tableau Analytics.

Our Team

The group of professionals that make up the EnSight Team represent decades of combined parking industry experience. The commitment to excellence in delivering state-of-the-art technology solutions starts with our managing member and principal Chris Scheppmann. He is a next generation parking professional that was born into the industry. This background has allowed him to build an incredible team that focus 100% on building and delivering the best parking guidance and occupancy management systems in the industry today. Our software development, product management and support is 100% in-house and US based. We don't rely on 3rd parties to complete developments or integrations.

Project Approach

After the project is awarded, EnSight will schedule the kick-off meeting and provide the required deliverables. After return of approved product submittals and drawings, we will commence the following:

- Submit project plan and schedule
- Procure all technology hardware i.e. cameras, server and network peripherals
- Procure all signage and mounting hardware
- Host regularly scheduled project meetings to provide updates
- Review equipment locations on site and drawings with installation contractor
- Support the subcontractor during the infrastructure installation
- Provide oversight and support for the subcontractor for installation of the cameras, server and digital signage
- As the system components (cameras, servers) are brought online, our remote team with begin the configuration of the counting points in the specific zones in each area and begin recording the traffic movements for testing purposes
- The remote team will configure and test all signage as the units come online
- When the work is completed, we will commence Quality Assurance testing and document the ongoing results
- Provide successful testing results and punch list of open items with ETAs for resolution
- Final Acceptance Testing approval
- Go live on the new completed EnSight PGS system
- User training on the new PGS system
- Commence warranty period with phone support
- Commence ongoing SSSA support program upon substantial completion of each garage or lot
- Shipping Ex Works

City of Ft. Pierce Parking Garage

System Layout Drawings

Parking Count/Guidance System

EnSight TECHNOLOGIES



SALES & DESIGN

PROJECT INSTALLATION

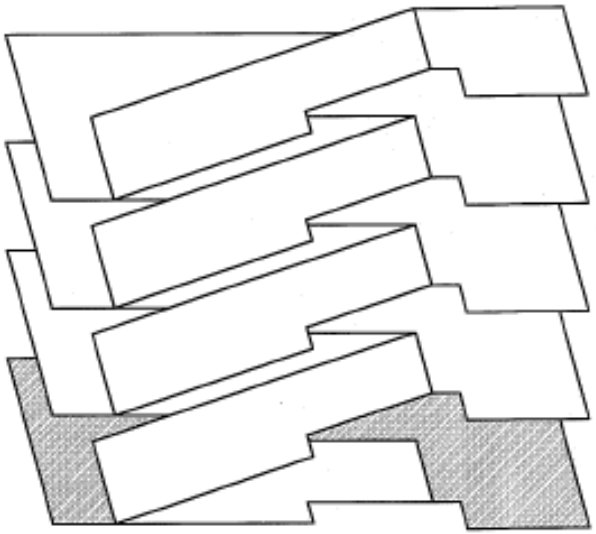
SERVICE & REPAIR

MAINTENANCE & SUPPORT

(619) 229 – 8319

info@ensight-technologies.com

San Diego, CA



FIRST FLOOR PLAN

N

KEY PLAN

SCALE: N.T.S.

A1

EnSight TECHNOLOGIES

HQ: San Diego
1955 Cordell Court,
Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce
Garage

PAGE NAME:
Isometric

Not to Scale
Conceptual
Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Exact sign location to be determined

Legend

Digital Sign

Camera



Note for Low Voltage / Network:

Camera : Each one will require a CAT6 cable connected to a POE switch.
Sign : Require a CAT6 cable connected that will be used for RS485.

Exact Location TBD On-Site

Note For Power:
Sign : Require 120V power.
Exact Location TBD On-Site

FLORIDA EAST COAST RAILROAD

ORANGE AVENUE

Exact sign location to be determined

A OVERALL FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"

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HQ: San Diego
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El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Level 1

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023



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El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Sign Rendering

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Legend

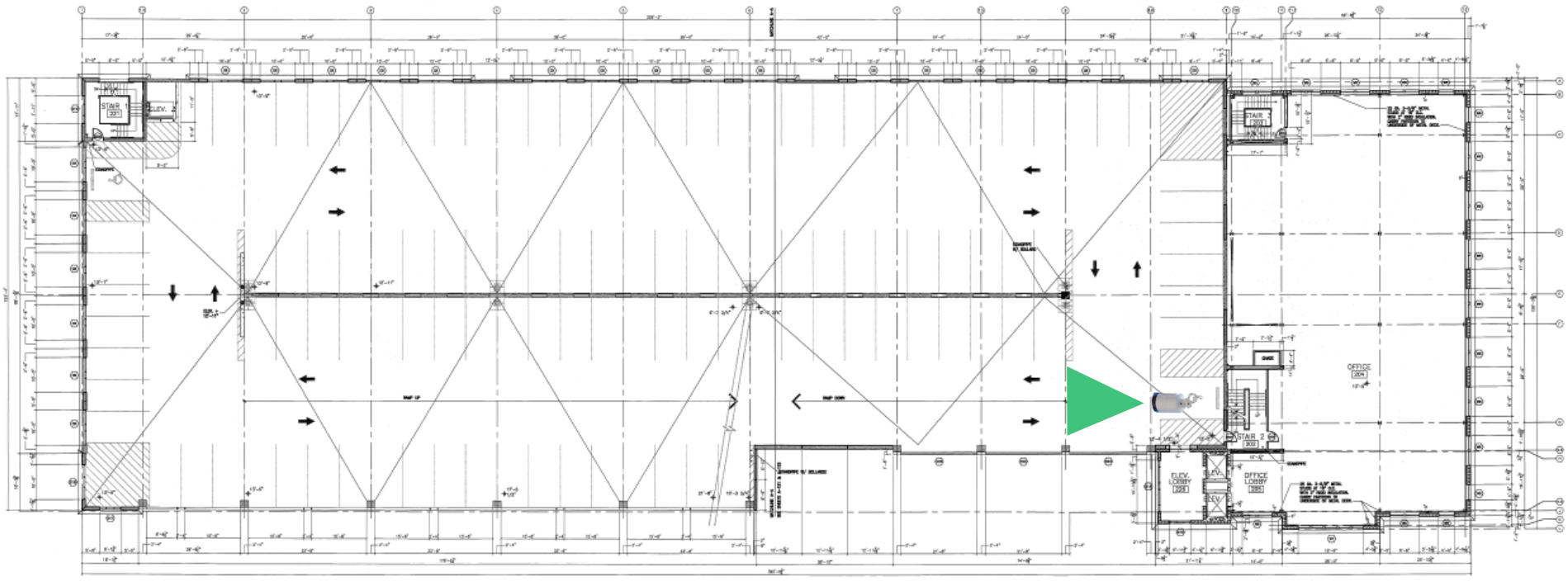
Digital Sign

Camera

Note for Low Voltage / Network:

Camera : Each one will require a CAT6 cable connected to a POE switch.
Sign : Require a CAT6 cable connected that will be used for RS485.

Exact Location TBD On-Site



A OVERALL SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"

EnSight TECHNOLOGIES
HQ: San Diego
1955 Cordell Court,
Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Level 2

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Legend

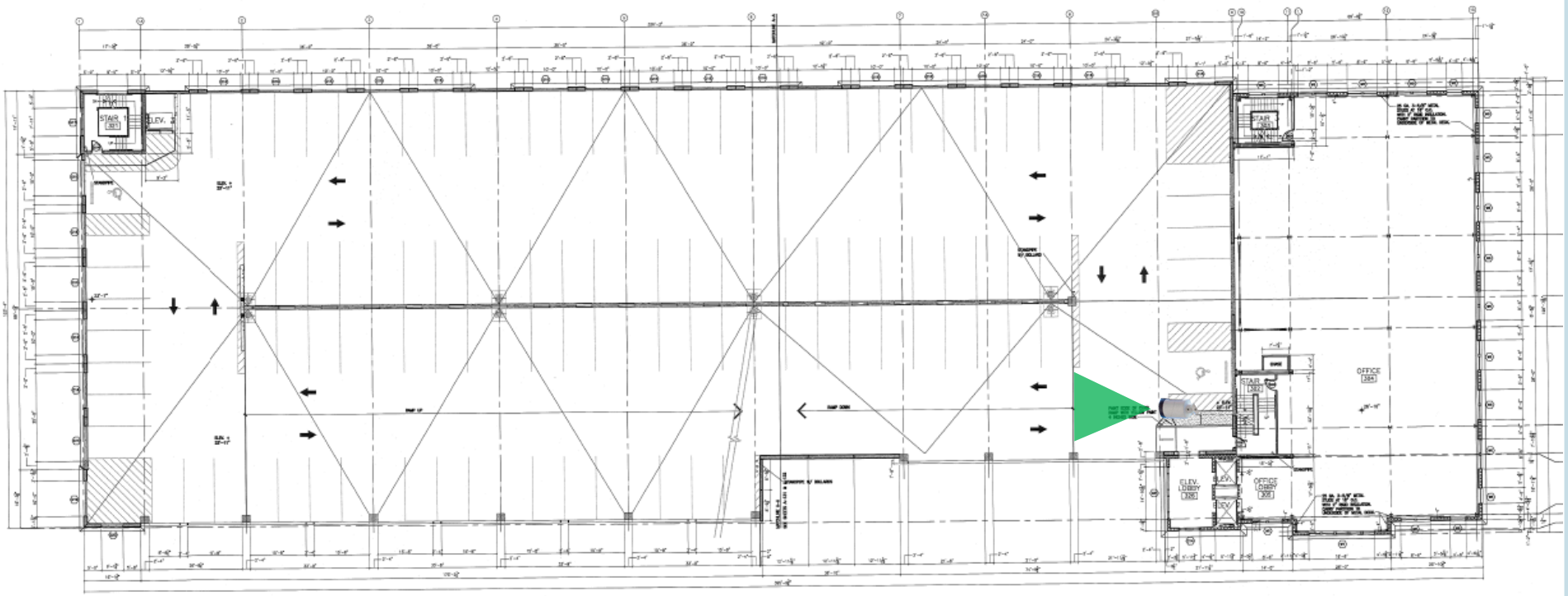
Digital Sign

Camera

Note for Low Voltage / Network:

Camera : Each one will require a CAT6 cable connected to a POE switch.
Sign : Require a CAT6 cable connected that will be used for RS485.

Exact Location TBD On-Site



A OVERALL THIRD FLOOR PLAN
SCALE: 1/16" = 1'-0"

EnSight TECHNOLOGIES

HQ: San Diego
1955 Cordell Court,
Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Level 3

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Legend

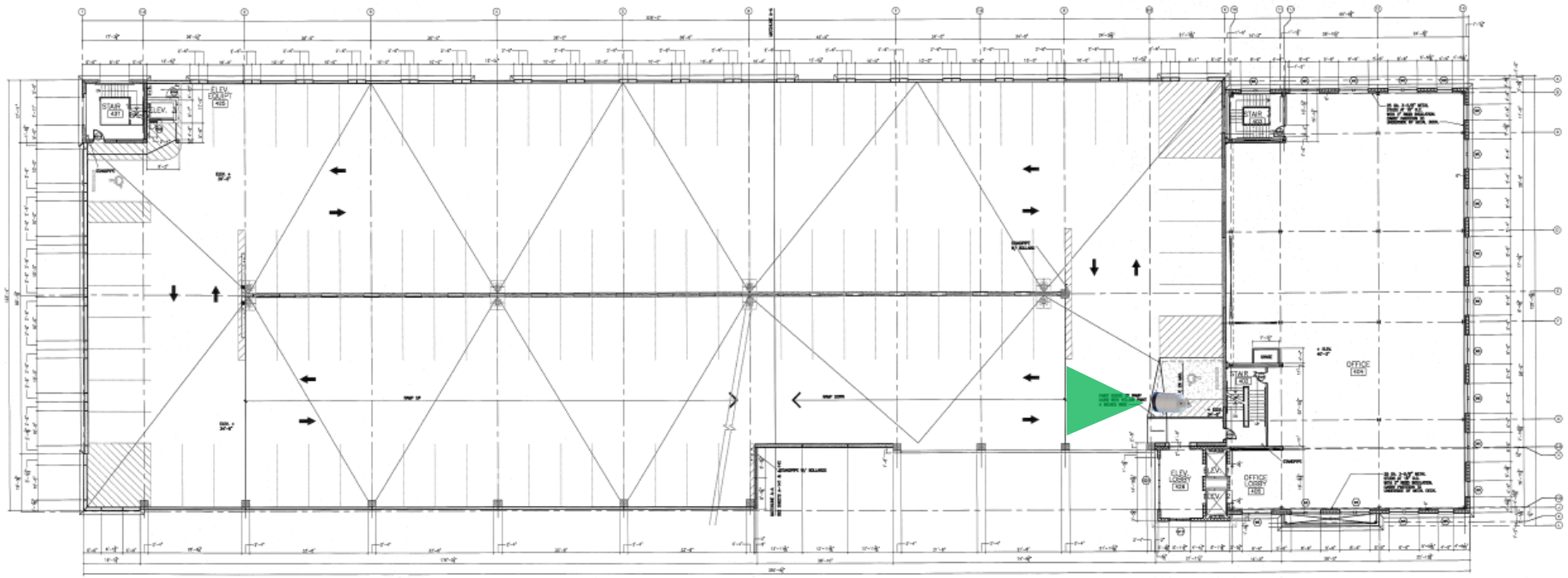
Digital Sign

Camera

Note for Low Voltage / Network:

Camera : Each one will require a CAT6 cable connected to a POE switch.
Sign : Require a CAT6 cable connected that will be used for RS485.

Exact Location TBD On-Site



A OVERALL FOURTH FLOOR PLAN
SCALE: 1/16" = 1'-0"

EnSight TECHNOLOGIES

HQ: San Diego
1955 Cordell Court,
Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Level 4

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Legend

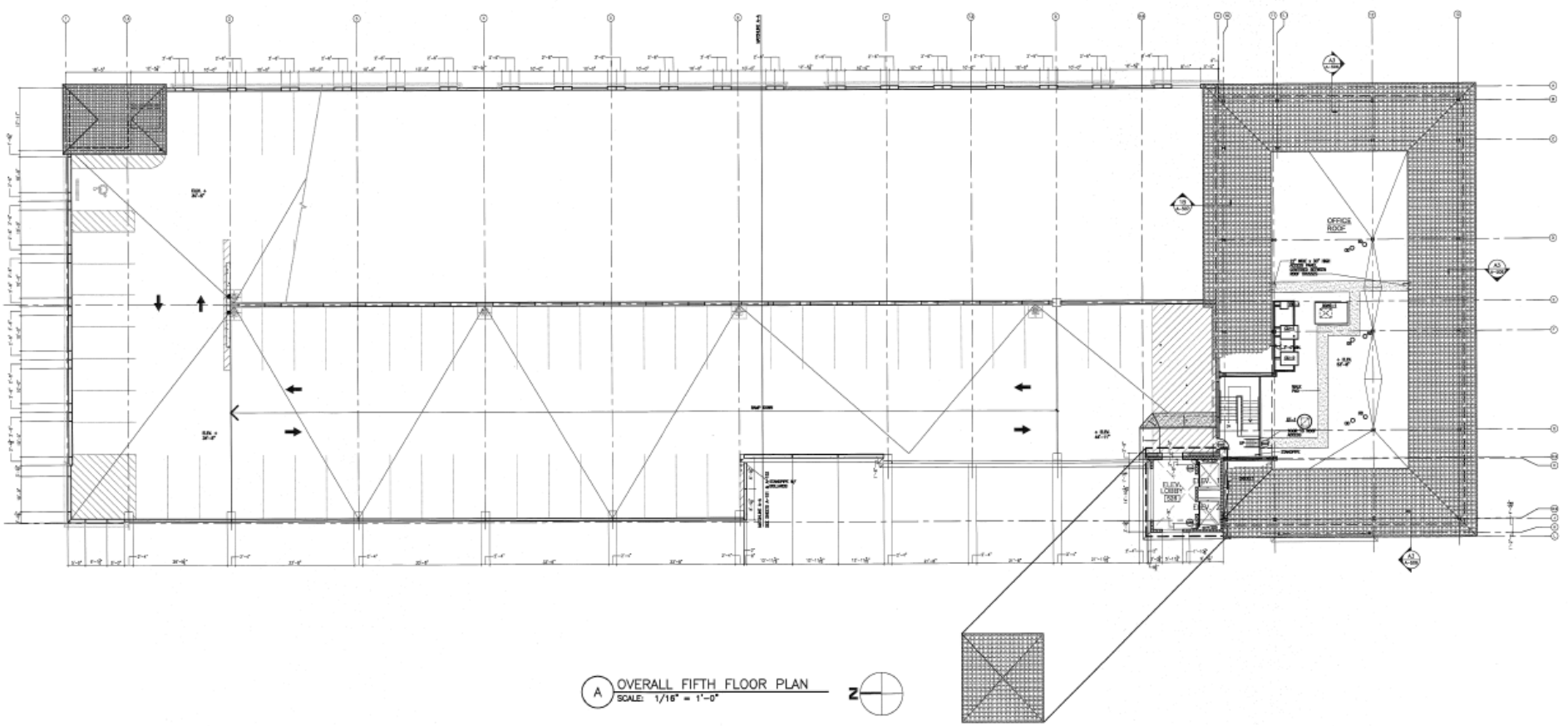
Digital Sign

Camera

Note for Low Voltage / Network:

Camera : Each one will require a CAT6 cable connected to a POE switch.
Sign : Require a CAT6 cable connected that will be used for RS485.

Exact Location TBD On-Site



A OVERALL FIFTH FLOOR PLAN
SCALE: 1/16" = 1'-0"

EnSight TECHNOLOGIES
HQ: San Diego
1955 Cordell Court, Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Level 5

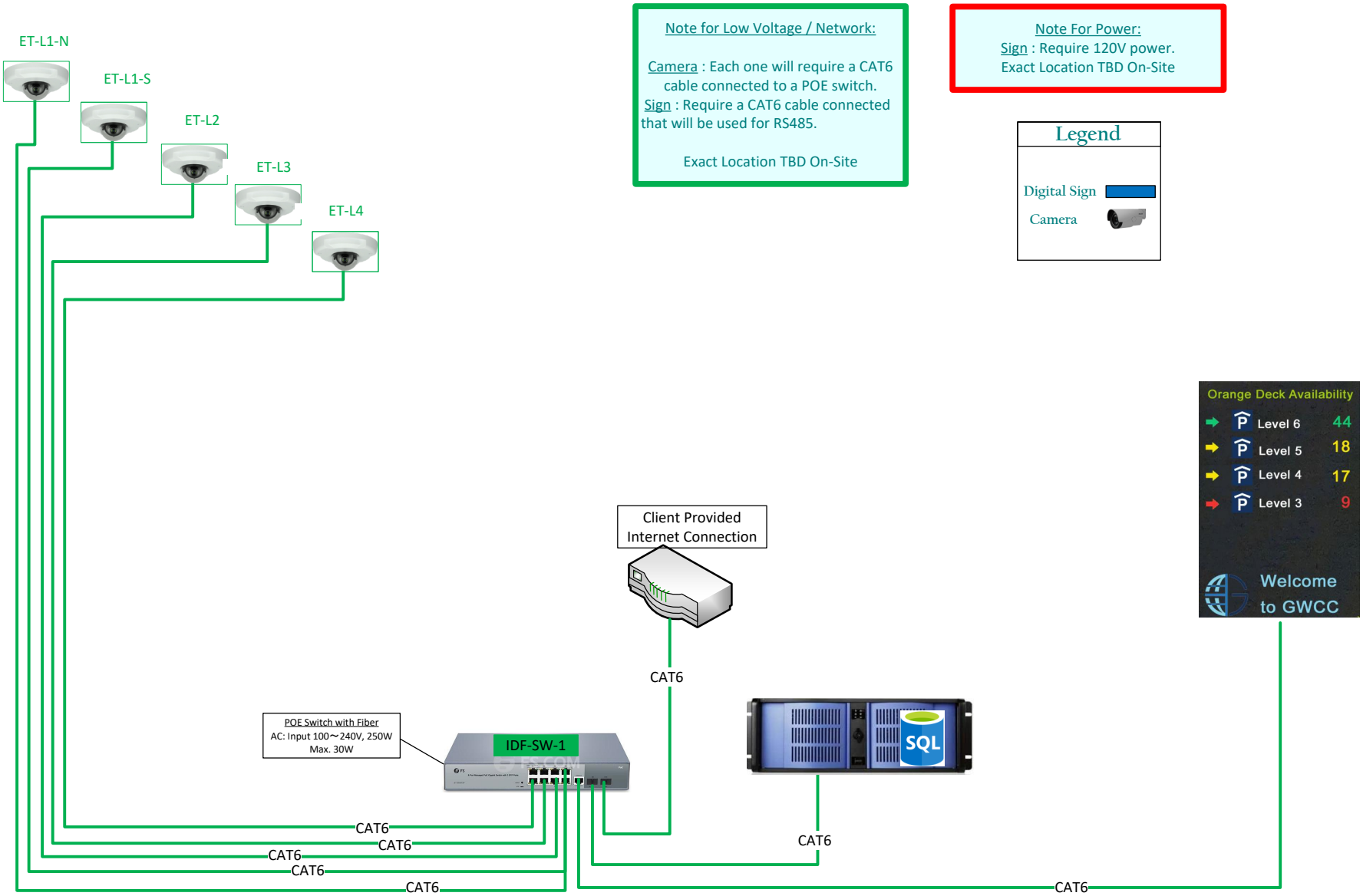
Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023



EnSight TECHNOLOGIES

HQ: San Diego
1955 Cordell Court,
Suite 104
El Cajon, CA 92020
619.229.8319

LOCATION:
Fort Pierce Garage

PAGE NAME:
Network

Not to Scale Conceptual Drawings Only

*(Cables may very depending on additional devices) – Additional Conduit or cable may be needed for additional systems Example: EMV, LPR systems, AVI, Camera system, Interconnect between additional lanes

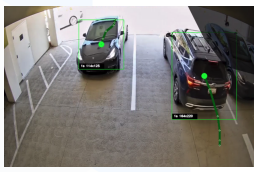
Legend

Drawn By
Mike Driscoll

Revised
Nov 2, 2023

Technology Investment Summary

Presented below is the estimated pricing for the project based off of the provided information.
This pricing table is a one-time cost for the hardware, technology, and implementation of the EnSight system.

EnSight Solution Hardware	QTY
Server Room	
EnSightful Edge Server Kit One Per Site. If multiple garages are networked together you will only need one server per Site (max 18 cameras per server). 	1
Intelligent Car Counting by FLI	
FLI Counting Camera and Software  	5
Professional Services	
Software Configuration Services Hours	45
Technical Project Management and System Engineering Hours	36
Installation and on-site services	
Installation and Infrastructure	215
System Commissioning Hours	60
Go-live Support Hours	34
Travel and Related Expenses	1

Technology Investment Total $107,920.00

Enhanced Signage Investment Summary

EnSight Solution Hardware	QTY
Digital Signage	
Full Matrix Display Board 5’x3’6” • Double-sided Full Matrix LED display board • Full color with customizable content with Site logo, branding, custom text and space availability information. • 120V-244V power 	2
Custom Sign Side-Post Mounting Bracket Includes design, fabrication and on-site delivery Excludes costs for engineering design review, stamps, local compliance codes, and related permits. Any associated costs related to design changes (if any) would be billed as a change order.	2
EnSight - Sign Controller	4

Signage Solution Total **$81,600.00**

Name	Price
Technology Equipment	$107,920.00
Digital Signage	$81,600.00

Total **$189,520.00**

Fort Pierce Parking Garage Annual Software and Support Services Agreement (SSSA)

See the following pages for an explanation of the Software and Support Services Agreement

Annual Software and Support Services Agreement	QTY
EnSightful Parking EcoSystem Portal: Multi-Garage License	1
EnSight Eyes 1 FLI Subscription per camera	5
EnSight Signage Smart Sign Module software for pushing count data to wayfinding signage	1
Remote Monitoring (Included)	1
Help Desk Services (Included)	1
Software support, updates and schedule upgrades (Included)	1
Mobile, Tablet and Web access for managing your EnSight System (Included)	1
EnSight Connect Standard Open API for EnSight data integration to third party applications.	1

SSSA Annual Total **$8,875.00**

System Sustainability: Software and Support Service Agreement "SSSA"

In order to provide the highest level of service to customers, the EnSight Customer Service Center (CSC) is available to clients during working hours and our support team is on call for emergency requests. The CSC combines people, tools, and processes to ensure deployed systems maintain the highest availability possible. The CSC is closely aligned with the network of local support partners who provide preventative and emergency service to systems installed at a facility. Our local support team is prepared to provide boots-on-the-ground service when needed, as well as perform Quarterly Preventative Maintenance (PMs). PMs will be a two-day process per Quarter.

Key service & support functions include:

- Proactive monitoring and validation of system events and alert conditions
- Emergency remote and local response service calls billed at our then current rates.
- System software upgrades
- Incident tracking and reporting tools
- Customer training and access to EnSight Digital Training Library

The core of the system is our skilled team of system maintenance technicians, backed up by highly automated monitoring, alerting, reporting, and tracking systems. Using these systems, our customer support team monitors, measures, adjusts, upgrades, and repairs installation sites nationally.

System Software Upgrades and Updates

All System upgrades and updates are included with the Annual SSSA. As updated versions of EnSight software become available, the Alert System is used to complete the updates automatically. Any upgrades are rolled out on schedule from the CSC and must be pre-approved prior to release.

Monthly System Reports

Monthly reports are generated from the Ticketing System and emailed to customers for their review. These reports summarize all the system and service activity in the last month for their site.

Below is our System Sustainability Checklist.

Frequency	Description	Responsibility
Daily	Validate Network Status and computer/IP device availability	EnSight
Daily	Review Operation/Activity Reports 1. Note Changes in Performance or system outages 2. Respond to abnormal or deteriorating conditions	EnSight
Daily	Respond to non-critical Client e-mail/phone messages	EnSight
Quarterly	Physical Review of Equipment 1. Note, report, and/or repair damaged equipment on approval	Local Suport Partner
As Needed	Send report to project stakeholders noting outages (as needed)	EnSight
Quarterly	Computer Maintenance 1. Check for abnormal or changed application settings 2. Review general computer usage sets 3. Perform scheduled file archives 4. Check for operating system related updates and perform as required 5. Check for application updates and perform as required	EnSight
Quarterly	Equipment Cleaning 1. Check and clean cameras 2. Check and clean equipment in NEMA enclosures 3. Clean lighting illuminators 4. Check lighting illuminators for moisture and condensation	Local Suport Partner
Quarterly	Equipment Adjustments 1. Check camera alignment and adjust as requested 2. Check sensor alignment and adjust as requested 3. Check enclosure integrity plus AC 4. Check Cabling and adjust as required	Local Suport Partner

Cloud License for EnSightful Portal

EnSight will provide access to the EnSightful cloud Portal. From here users will be able to visualize a live dashboard of counts, run historical reports, and monitor system health.

EnSight Eyes Fluid Learning Intelligence (FLI) Camera Licenses

Software license to run EnSight's FLI software. The License includes all new releases of the EnSight Eyes module to enhance counting logic and predictive analytics.

Proposal Assumptions

Below are the base proposal assumptions and exclusions.

- Customer will help coordinate garage access and safe working conditions for EnSight Technologies and subcontractor.
- EnSight's project electrician will install all conduit and cat 6 cable to all cameras, signs and server locations. EnSight will install the technology equipment and complete final terminations. We will utilize existing low voltage boxes on each floor to pull CAT6 cables from IDF room and extend conduits to camera locations.
- Customer to provide adequate internet connection and speed per EnSight Specification but no less than 15Mbps up and 15Mbps down.
- EnSight System to be segmented off the client's main network and on the vendor network
- EnSight will utilize the existing server rack and UPS that is assumed to be installed in the Parking Garage MDF.
- This proposal does not account for any rework or remobilization caused by 3rd parties. Such events will be billed at T&M.
- Annual Software and Support Services Contract required to ensure Integrity, accuracy rates, and upkeep of the camera counting system

Exclusions:

- Shipping
- Tax
- Excludes Union Labor and any prevailing wage rates.
- Lifting equipment
- Scanning or X-Raying.
- Bonds, certifications, engineered drawings and calulations, foundation design, etc.

Payment Terms

The Contract Price and the required Software and Support Service Agreement (SSSA) can be seen above. The SSSA term upon substantial completion of the work and is due and payable annually in advance
Client shall pay to ENSIGHT the Contract Price, as may be amended by change order, as full compensation for the Work.

1. Upon this SOW execution and receipt of ENSIGHT invoice, Client shall pay ENSIGHT fifty (50%) of the project Price.
2. Upon shipment of configured equipment to Client location and Client has received the ENSIGHT invoice, Client shall pay ENSIGHT twenty (20%) of the Project Price.
3. Upon Installation Completion and Client has received the ENSIGHT invoice, Client shall pay ENSIGHT twenty (20%) of the Project Price.
4. Upon Substantial Completion of the Work (i.e. beneficial use) and Client has received the ENSIGHT invoice, Client shall pay all amounts remaining to be paid.

SSSA Term Details:

The initial term of this Software Support Services Agreement (SSSA) shall begin and be due and payable upon substantial completion of the project of the agreement (the “Commencement Date”) and shall continue in effect for a period of five (5) years (the “Expiration Date”). Every following year within the initial 5-year term will be billed annually in advance on Commencement Date anniversary.

The amount of the Agreement Price shall automatically increase by CPI (Consumer Price Index for All Urban Consumers) + 4% for each renewal term.

The City will execute a seperate agreement for the SSSA.

Warranty

- ENSIGHT Hardware Warranty. ENSIGHT hereby warrants that the Hardware provided and installed by ENSIGHT will materially conform to the applicable SOW. The Warranty Remedy Period for Hardware shall be twenty-four (24) months from delivery of equipment to the site
- Professional Services Warranty. ENSIGHT hereby warrants that all Professional Services will be performed in a professional and workmanlike manner and will materially conform to the applicable Statement of Work. The Warranty Remedy Period for Professional Services shall end ninety (90) days after the date of completion of Professional Services by Phase
- Software Warranty. Software is under warranty for the duration of the software and support services agreement which will be covered under SSSA that will be signed in addition to this project proposal document.
- Hardware and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Hardware or Professional Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Hardware has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ENSIGHT promptly after such discovery and within the applicable Warranty Remedy Period, ENSIGHT shall, at its option, either (i) repair or replace the nonconforming portion of the Hardware or re-perform the non-conforming Professional Services or (ii) refund the portion of the price applicable to the nonconforming portion of Hardware or Professional Services. If any portion of the Hardware or Professional Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ENSIGHT promptly after discovery and within the original Warranty Remedy Period applicable to such Hardware or Professional Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ENSIGHT will repair or replace such nonconforming Hardware or re-perform the non-conforming Professional Services. The original Warranty Remedy Period shall not otherwise be extended.

  Exceptions. ENSIGHT shall have no obligation hereunder with respect to any Hardware which (i) has been improperly stored, repaired, or altered; (ii) has been subjected to misuse, negligence, or accident; (iii) has been used in a manner contrary to ENSIGHT's instructions; or (iv) is comprised of materials provided by or a design specified by Customer. Hardware supplied by ENSIGHT but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

  THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL, OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE CUSTOMER'S EXCLUSIVE REMEDIES AND ENSIGHT'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ENSIGHT SPECIFICALLY DOES NOT WARRANT THAT THE SOFTWARE OR THE MANAGED SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ENSIGHT WILL NOT BE LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER ARISING OUT OF USE, OR INABILITY TO USE THE SOFTWARE, HARDWARE, OR MANAGED SERVICES PROVIDED HEREUNDER. ENSIGHT SHALL IN NO EVENT BE LIABLE FOR FAILURE OF THE SOFTWARE OR HARDWARE BECAUSE OF WEATHER, LABOR STRIKES, CORROSION, INTERNET FAILURE, OR TELECOMMUNICATIONS ERRORS

Additional Data

Technical Solution

The EnSightful Portal

At the center of the ecosystem is our intelligent software that communicates to the local site to pull data from all of your hardware and API integrations. This data is compiled into a centralized, online cloud management portal called EnSightful.

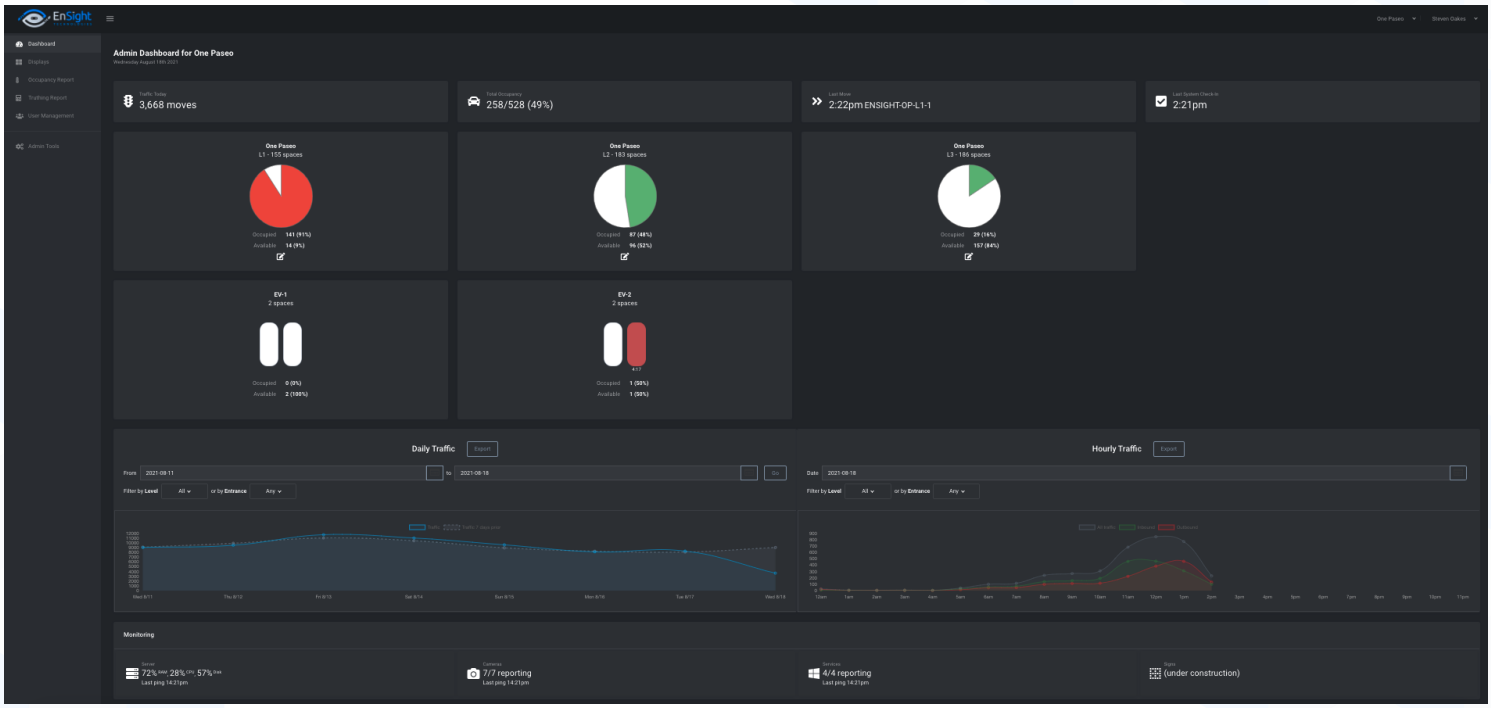
The EnSight Ecosystem starts with our headend servers that run the EnSight Parking Intelligence Controller ("EPIC") software to connect to all hardware devices on-site. The EPIC runs the video feed(s) for the configured cameras through EnSight's Fluid Learning Intelligence (FLI) engine. FLI will do all processing needed to detect and count cars and moving objects that enter or exit through the defined field of view. EPIC detects applicable counts from the cameras, logs the event and images, then adjusts the counts on all configured LED signs. The data is stored, and results are pushed to the EnSightful Portal ran on the AWS.

EnSightful will receive data from the server located on-site via a network connection with simple internet access. EnSightful utilizes user accounts and profiles so that access to the data that can be viewed or edited can be controlled for each location. Finally, the EnSightful Portal will also receive and display operational information, as well as alerts (if configured) via email if there is an issue with the hardware or software services. EnSight will monitor and receive alerts when hardware issues are detected as part of the Software and Support Services Agreement (SSSA).

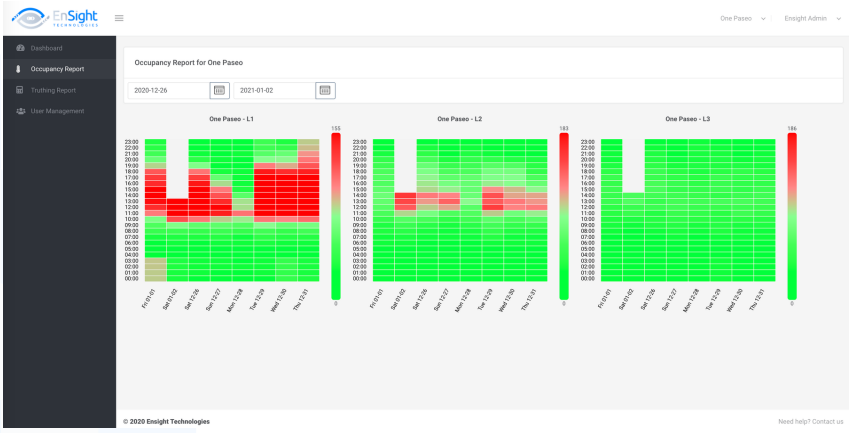


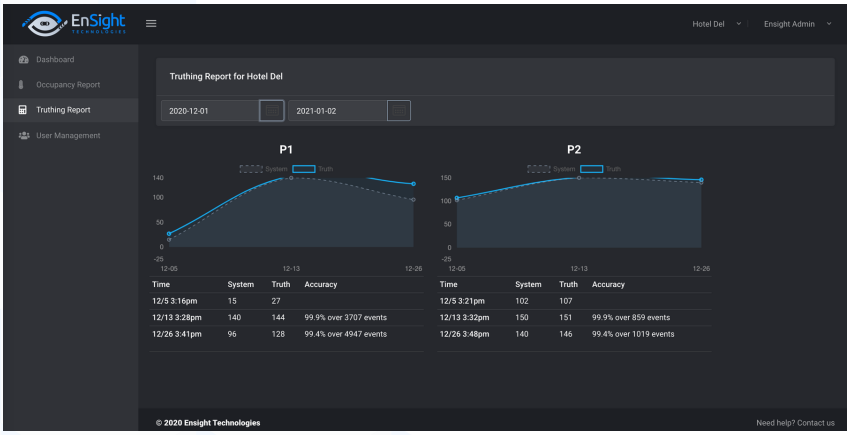
EnSightful Portal Continued...

ENSIGHTFUL PORTAL MAIN DASHBOARD SHOWING OCCUPANCY, EV AVAILABILITY AND TRAFFIC (DARK MODE)



OCCUPANCY REPORT (LIGHT MODE) and TRUTHING REPORT (DARK MODE)



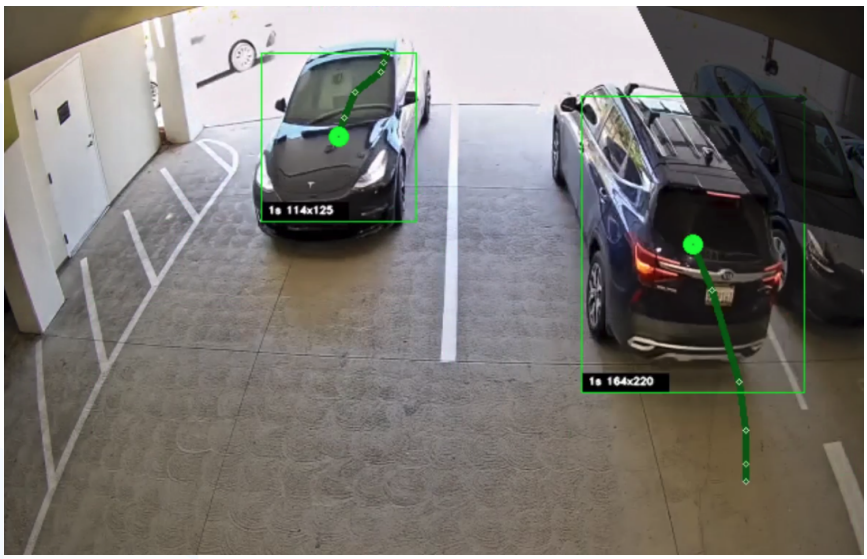


Occupancy Counting with Intelligent Cameras Powered by EnSight's Fluid Learning Intelligence (FLI)

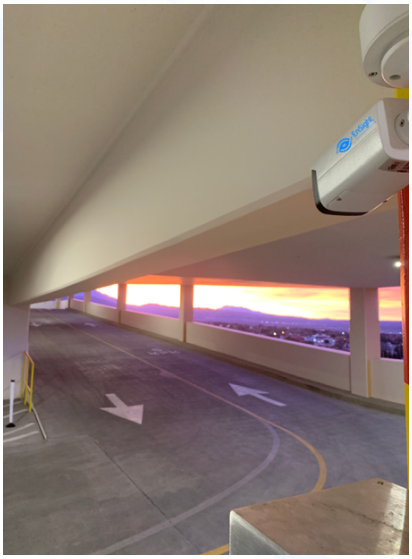
Rethinking the way you count parking occupancy.

We use the power of our neural network-based engine FLI, which enables our cameras to accurately track, scan and count vehicles to provide the industry's most accurate parking occupancy counts.

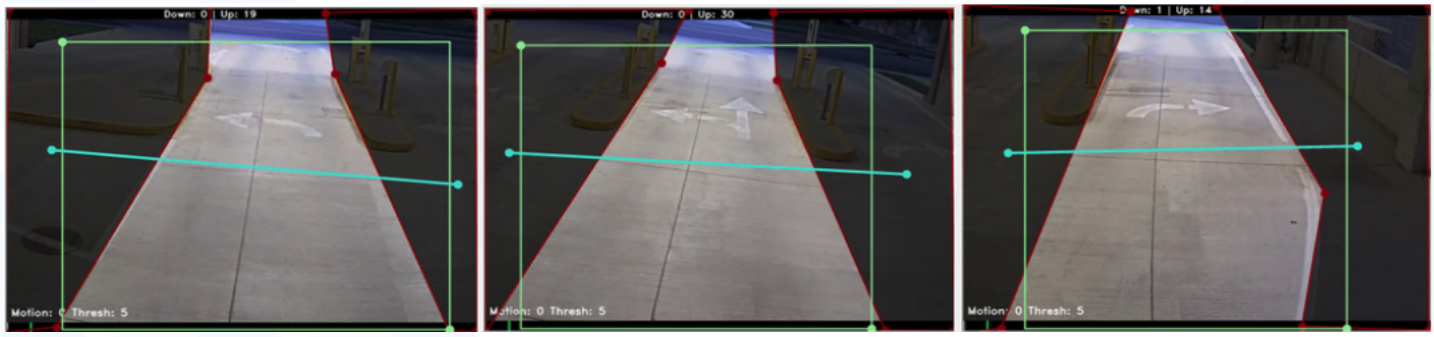




FLI Counting Car Software Visualization



Ramp Camera



FLI Software View Showing virtual count lines and exclusionary zones

Accuracy

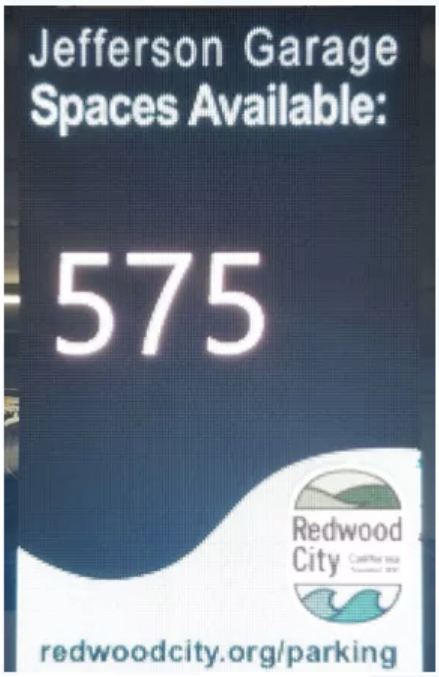
EnSight boasts the highest count accuracy in the market. EnSight will guarantee each camera node reads at least 99% or greater. The accuracy metrics of the system is not only monitored daily by EnSight, but is accessible and visible to the client from the EnSightful Portal's Truthing Report.

EnSight Signage

Guide parkers to their destination with dynamic wayfinding signage.

Guide your drivers towards a better parking experience. Driver-friendly parking count displays show accurate occupancy in an instant. EnSight can provide basic digital count display signage (examples below) or completely customizable edge-to-edge LED Display boards. Further discussions with ABM and garage ownership is required to determine the design and quantity of signs needed.





Additional signage options:

In addition to the proposed signage above, edge to edge displays and there are various other sign options that integrate well with the EnSight system. Below are two alternative options and one example of the above proposed signage.



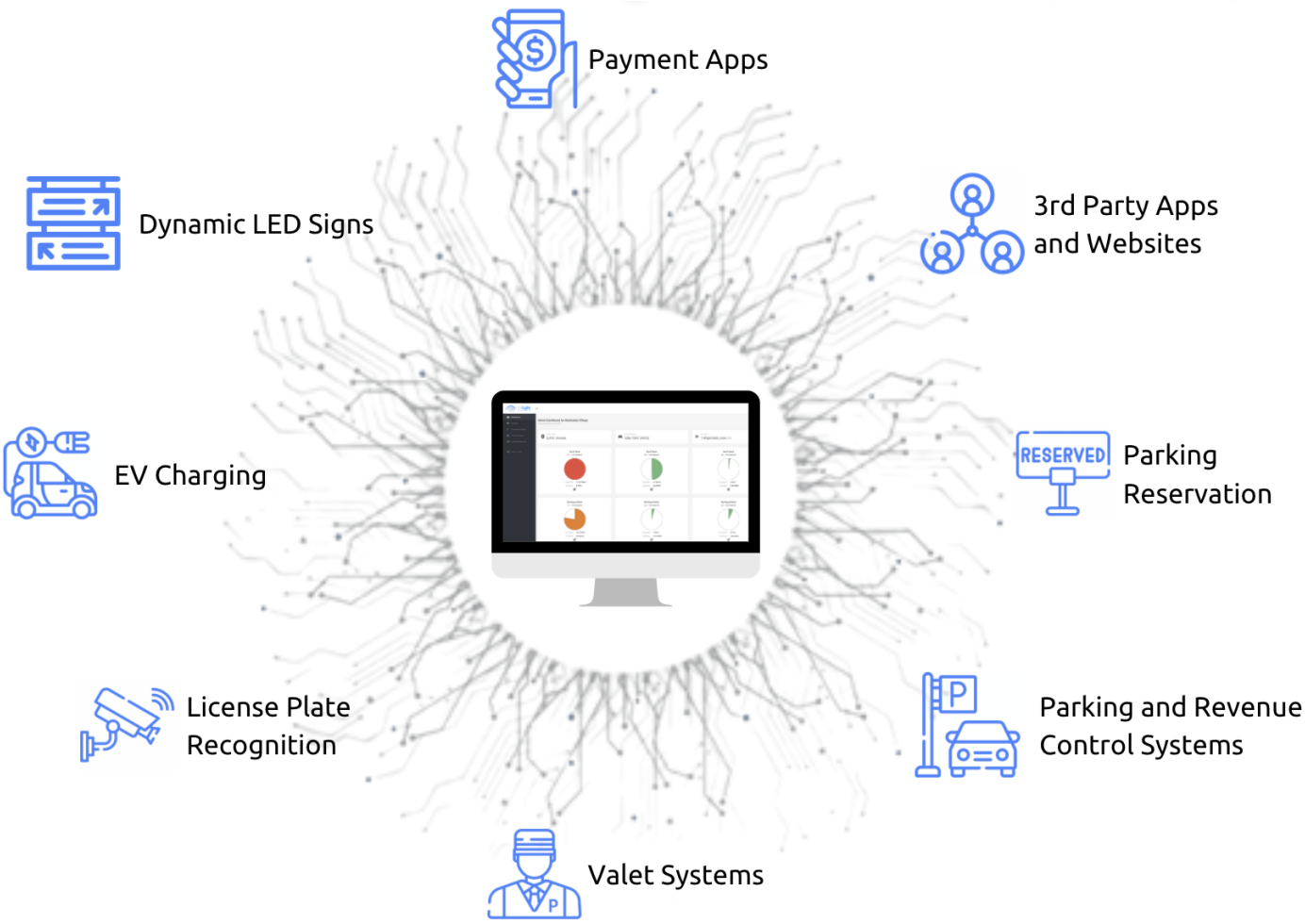




EnSight Connect

Integrate your parking systems with a seamless API and enhance your parking asset's technology.

Connect the EnSightful Ecosystem with your existing parking management software and equipment seamlessly. From PARCS and License Plate Recognition (LPR), to valet services, to customized integrations, bring your systems together to optimize the accuracy of parking counts and occupancy and create a smooth and easy parking experience.



CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.	X	
Proposal envelope is marked accordingly.	X	
Are Two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals? Disregard, if you are going to utilize the electronic submission option	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

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

W-9

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

EnSight Technologies

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1955 Cordell Ct. #104

Requester's name and address (optional)

6 City, state, and ZIP code

El Cajon, CA 92020

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	3	–	1	6	2	4	4	1	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 5/24/19

General Instructions

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

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

Purpose of Form

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

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

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

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

Ensight Technologies does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

1-26-2023
Date

COI

ENSIG-1 OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2023

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

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

PRODUCER 619-291-7777 Kettering-Rose Insurance 9320 Fuerte Dr, #101 La Mesa, CA 91941 Robyn Kettering	CONTACT NAME: Holly Prior PHONE (A/C, No, Ext): 619-291-7777 FAX (A/C, No): 619-291-7776 E-MAIL ADDRESS: hollyp@krinsure.net
INSURED EnSight Technologies LLC 1955 Cordell Ct Ste 104 El Cajon, CA 92020	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company — 11000 INSURER B : Prop & Cas Ins Co of Hartford — 34690 INSURER C : Hartford Fire Ins. Co. — 19682 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	Y		72SBMBC5565	06/12/2022	06/12/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			72SBMBC5565	06/12/2022	06/12/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			72SBMBC5565	06/12/2022	06/12/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber Liability			72TE033747322	06/12/2022	06/12/2023	Occurr	1,000,000
C	Professional Liab.			72TE033747322	06/12/2022	06/12/2023	Aggegate	2,000,000

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

City of Fort Pierce and its board members, officials, officers and employees are named as additional insured in respects to the General Liability policy in accordance with the blanket additional insured. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CITYFOR

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 180
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robyn Kettering

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The ACORD name and logo are registered marks of ACORD

*10 day notice of cancellation for non payment of premium
*30 day notice of cancellation for all other reasons

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

CITY OF FORT PIERCE

PARKING AVAILABILITY COUNTING SYSTEM

RFP NO. 2023-008

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification:

QUESTION: Can the City provide a plan or floor plate drawing of the garage for design purposes PDF Format would be best if possible?

ANSWER: **Attached is a PDF copy of the drawings of the garage.**

All other conditions of this proposal remain the same.

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

Signature: _____
Manual

Signature: Mike Driscoll
Typed or Printed

Company Name: Ensight Technologies

Address: 1955 Cordell Court, Suite 104, El Cajon, CA 92020

Date: 1/26/2023

/gsm

Attachment: Record Drawings (07012008)

CITY OF FORT PIERCE

PARKING AVAILABILITY COUNTING SYSTEM

RFP NO. 2023-008

ADDENDUM NO. 2

The purpose of this addendum is to respond to a question submitted by potential proposers.

1. **QUESTION:** Is there an evaluation criterion as well as the point value of each item?

ANSWER:

CRITERIA	POINTS
Ability to expand to include future needs of the City	15
Ability to meet project scope	15
Proposed Cost	30
Expertise and qualifications of the Proposer	15
Experience with public/government organizations	10
Overall approach to project including training and support	15
TOTAL	**100**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Mike Driscoll
Typed or Printed

Company Name: EnSight Technologies

Address: E1955 Cordell Court, Suite 104, El Cajon, CA 92020

Date: 2/2/2023

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

Meeting Date: 02/05/2024

Re: Letter of Support for the NOAA Climate Resilience Regional Challenge Grant

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval for the Letter of Support for the NOAA Climate Resilience Regional Challenge Grant

SUMMARY:

The Indian River Lagoon National Estuary Program is requesting a Letter of Support for the "Project Corethron" proposal that was submitted by the Southeast & Caribbean Disaster Resilience Partnership (SCDRP) for a NOAA Climate Resilience Regional Challenge grant. (They were invited to submit a full proposal based on their Letter of Intent.)

IRLNEP is a collaborator on the grant and has identified the Moore's Creek-Lincoln Park community as one of the three communities selected as targets for this proposal. The grant aims to develop a model for increasing capacity for regional resilience planning, focusing on under-resourced communities.

RECOMMENDATION:

Approve and sign Letter of Support.

ALTERNATIVES:

Staff will proceed as recommended by the Commission.

RESPONSIBLE STAFF:

Theresa-Maria Orellana, Grant Writer

COORDINATED WITH:

Nicholas Mimms, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Letter of Support

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/25/2024 04:01 PM

City Manager	Nick Mimms	01/25/2024 04:45 PM

Form Started By: Theresa-Maria Orellana
Started On: 01/25/2024 03:49 PM
Final Approval Date: 01/25/2024

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

January 25, 2024

Grant Coordinator, Business Operations Division
ATTN: Climate Resilience Regional Challenge
NOAA Office for Coastal Management
2234 South Hobson Avenue
Charleston, SC 29405-2413

Dear NOAA CRRC Proposal Reviewer:

The City of Fort Pierce is pleased to support SCDRP on their NOAA CRRC Track 1 proposal entitled "*Building upon seven years of dedicated regional collaboration and coordination to deepen the work and expand the reach of the Southeast & Caribbean Disaster Resilience Partnership*" (SCDRP).

The City of Fort Pierce will work with the IRLNEP, SCDRP and their regional partners to strengthen community resilience and support recovery from natural disasters. SCDRP is an essential and unique regional network for professionals in emergency management, climate adaptation and disaster recovery to work with local coastal communities throughout the U.S. Southeast and Caribbean territories. Project Corethron recognizes that special attention is needed in vulnerable communities that are underserved, underrepresented or economically challenged.

Project Corethron will benefit St. Lucie County, the City of Fort Pierce and the Moore's Creek community in several direct ways: Convene community leaders to identify chief challenges to community resilience and develop an action plan that identifies priority projects and potential funding sources; Provide a regional framework to expand partnerships and share knowledge; Develop and maintain a Regional Resilience Repository to facilitate easy transfer of knowledge and emerging best practices; and Invest in travel costs for local community leaders to participate in SCDRP and NOAA CRRC meetings that will provide opportunities to expand regional network connections, improve leadership skills and empower local communities to take action to reduce vulnerabilities and increase resilience to flooding, storm events and other disasters that threaten community infrastructure, economic stability, health and safety and prosperity. If funded, Project Corethron will strengthen and expand on-going initiatives and collaborative partnerships associated with the "Resilient St. Lucie County" program (https://www.stlucieco.gov/departments-and-services/oxbow-eco-center/resilient-st-lucie-county) and the Indian River Lagoon National Estuary Program (https://onelagoon.org/).

We look forward to supporting SCDRP and the IRLNEP Community Chief Challenge Working Group activities identified in this project.

Sincerely,

Linda Hudson,
Mayor

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

Meeting Date: 02/05/2024

Re: CDBG Grant Agreement for FY 2022 & 2023

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval of Community Development Block Grant (CDBG) Grant Agreements for FY 2022 & 2023 to receive additional funding.

SUMMARY:

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

RECOMMENDATION:

Approval of agreement with HUD by way of the Community Development Block Grant (CDBG) to receive funding allocation for FY 2022 and 2023.

ALTERNATIVES:

Staff shall proceed as directed by the Commissioners.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Grant Agreement 2022

Grant Agreement 2023

City Attorney’s approval.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/26/2024 12:02 PM
City Manager	Nick Mimms	01/26/2024 12:09 PM

Form Started By: Verna Jackson Started On: 01/09/2024 01:18 PM
Final Approval Date: 01/26/2024

U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4439

The Honorable Linda Hudson
Mayor of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Dear Mayor Hudson:

SUBJECT: FY22 Grant Agreement Transmittal Letter

The Jacksonville Florida Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs. Enclosed are the Grant Agreements for the following programs:

Community Development Block Grant Program (CDBG)	$ 541,184
Total FY 2022 Award	$ 541,184

Transmittal of these Grant Agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Daytona Beach.

To establish a Line of Credit for Fiscal Year 2022 grants, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreements. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreements. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds

(RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature/s. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement/s with your electronic signature. Return one (1) of each of the agreements to this office to the attention of Floretta Green, Community Planning and Development Program Manager at Floretta.W.Green@hud.gov. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should not be electronically signed in box 12c. Maintain a copy of each of the agreement with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: https://www.hudexchange.info/manage-a-program/grant-based-accounting/.

HUD congratulates Fort Pierce on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Susan Barros, CPD Representative at (904) 208- 6072 or Susan.E.Barros@hud.gov.

Sincerely,

Larry T. Hayes, MBA
Director
Community Planning and Development

Enclosures: FY2022 CDBG Grant Agreement and Special Conditions

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fort Pierce	3a. Grantee's 9-digit Tax ID Number 596000322	3b. Grantee's 9-digit DUNS Number HD7SD9PNKNA5 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1480 Fort Pierce, FL 34954-1480	4. Date use of funds may begin 10/01/2022	
	5a. Project/Grant No. 1 B-22-MC-12-0031	6a. Amount Approved $541,184
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Larry T. Hayes MBA		Grantee Name (Contractual Organization) Fort Pierce (City of Fort Pierce) Johnna Morris	
Title CDD Director		Title Finance Director	
Signature X	Date (mm/dd/yyyy) 11/07/2023	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None X Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year 10/1/2022	10. check one X a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant	FY 2022		
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$541,184		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City of Fort Pierce
100 U.S. Highway 1, Fort Pierce, FL 34950

12c. Name of Authorized Official for Designated Public Agency
Linda Hudson

Title
Mayor

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation

and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

U. S. Department of Housing and Urban Development
Jacksonville Field Office
CPD Division, 4HD
Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

November 6, 2023

The Honorable Linda Hudson
Mayor of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Dear Mayor Hudson:

SUBJECT: Fiscal Year 2023 Grant Agreement Transmittal

The Jacksonville Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low- and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	$ 564,875
Total FY 2023 Award	**$ 564,875.00**

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

Please note the special conditions attached to each Funding Agreement, including CDBG.

Environmental Review Requirements

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Build America, Buy America (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable **now** to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023. The Phased Implementation waiver established the following implementation schedule for HUD programs:

BAP will apply to...	Iron and Steel	Specifically Listed Construction Materials	All Other Construction Materials	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations
Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
Recovery Housing Program (RHP) Grants	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations
All HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
All HUD FFA	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA.

Executing the Grant Agreement

Please execute each Grant Agreement with electronic signature and date and return to this office to the attention of Floretta Green, Program Manager, Community Planning and Development at Floretta.W.Green@hud.gov. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's

signature. The CDBG Grant Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with your original signature on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: https://www.hudexchange.info/manage-a-program/grant-based-accounting/.

To establish a Line of Credit for Fiscal Year 2023 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates Fort Pierce on its grant awards, and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact Susan Barros, CPD Representative via email at Susan.E.Barros@hud.gov, or by phone at (904) 208-6072.

Sincerely,

Digitally signed by: LARRY HAYES
DN: CN = LARRY HAYES C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development
Date: 2023.11.06 08:45:27 -05'00'

Larry T. Hayes, MBA
Director
Community Planning and Development

Enclosures: Grant agreement FY23 CDBG

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Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Fort Pierce	3a. Grantee's 9-digit Tax ID Number 596000322	3b. Grantee's 9-digit DUNS Number HD7SD9PNKNA5 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 N Us Highway 1 Fort Pierce, Florida 34950-4205	4. Date use of funds may begin 10/01/2023	
	5a. Project/Grant No. 1 B-23-MC-12-0031	6a. Amount Approved $564,875.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Larry T. Hayes, MBA		Grantee Name (Contractual Organization) City of Fort Pierce Johnna Morris	
Title CPD Director		Title Finance Director	
Signature X DocuSigned by: Larry Hayes 67B98F2ED20F42A...	Date (mm/dd/yyyy) 11/9/2023	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒X Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒X a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 10/01/2023	

11. Amount of Community Development Block Grant	FY 2023		
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$564,875.00		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City of Fort Pierce
100 U.S. Highway 1, Fort Pierce, FL 34950

12c. Name of Authorized Official for Designated Public Agency
Linda Hudson

Title
Mayor

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

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8. Special Conditions.

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

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designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

(h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CDBG GRANT AGREEMENT FOR FY 2022 & 2023

CAO RLS FILE: RLS 24-20

DATE: JANUARY 25, 2024

I have reviewed the above Request for Legal Services (RLS). This is a follow-up to RLS 23-319. Ms. Morris has provided additional details related to which special conditions apply to the Grant Agreements. According to Ms. Morris, paragraph 8 is the only special condition that applies to the Grant Agreements, except for the indirect costs. Ms. Morris has also indicated the Grant Agreement for 2022 fiscal year can be signed even though it is from a previous fiscal year, per HUD requirements.

With the above understandings, the Grant Agreements are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

Meeting Date: 02/05/2024

Re: Amending Ordinance #23-060 Relating to General Employees Retirement Syster

Submitted For: Johnna Morris, Finance Director, Finance Department

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SUBJECT:

Legislative Hearing - Ordinance 23-060 relating to the General Employees retirement system in order to extend the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of $115,000 for employees hired after October 2012, and creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports. SECOND READING

SUMMARY:

Changes include the extension of the DROP period from 5 to 6 years and increasing the standard form of annuity from 75% to 100% with a cap of $115,000 for employees hired after October 2012. Creating a section in the code which prescribes investment standards and provisions for investment contracts and amending the section for the periodic reports to comply with state law 2023-28. State law mandates the provisions that should be included between any contract with the city and investment managers or advisers. State law also provides that any investment contract entered into on or after July 1, 2023, may be unilaterally terminated at the option of the City if the investment contract does not include the proper disclaimer.

RECOMMENDATION:

Adopt Ordinance 23-060.

ALTERNATIVES:

Adopt with changes.

RESPONSIBLE STAFF:

Johnna Morris

COORDINATED WITH:

Jim Walker Retirement Board Attorney
Linda W. Cox, City Clerk
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	520200
Amount:	134,960

OTHER INFORMATION:

Changing the DROP from 5 years to 6 years is de minimis to the Retirement System, the extension will affect the employer's contribution rate.

Changing the maximum annual pension benefit to not exceed 100% of the final average salary and the maximum benefit to $115,000 annually will have a total cost of $134,960 for the City and $66,647 for FPUA.

Attachments

23-060

23-060 Pension System Amendments

Memo from J. Morris thru CM re- Retirement Board's Recommendations

Impact Statement

Presentation

RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	10/24/2023 02:56 PM
City Manager	Nick Mimms	10/24/2023 04:38 PM
Finance Department	Johnna Morris	11/01/2023 02:24 PM
City Manager	Nick Mimms	11/01/2023 04:28 PM
Form Started By: Junelly Jimenez-Sabastiano		Started On: 10/24/2023 11:02 AM
Final Approval Date: 01/24/2024		

ORDINANCE NO. 23-060

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, RELATING TO THE GENERAL EMPLOYEES RETIREMENT SYSTEM**; AMENDING CODE SECTION 2-270 – RETIREMENT ANNUITY, SUBSECTION (c); PROVIDING THAT NO MEMBER IS TO RECEIVE TOTAL ANNUAL PENSION PAYMENTS IN EXCESS OF $115,000; PROVIDING THE STANDARD FORM OF ANNUITY IS INCREASED FROM 75 PERCENT TO 100 PERCENT OF AVERAGE FINAL COMPENSATION; AMENDING CODE SECTION 2-281 – DEFERRED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (b); EXTENDING DROP FROM 5 YEARS TO 6 YEARS; AMENDING CODE SECTION 2-281 – DEFFERED RETIREMENT OPTION PROGRAM (DROP), SUBSECTION (c); INCREASING THE PAYMENTS MADE MONTHLY INTO DROP TO UP TO 72 MONTHS; CREATING CODE SECTION 2-298 – INVESTMENTS; PRESCRIBING INVESTMENT STANDARDS AND SETTING OUT PROVISIONS FOR INVESTMENT CONTRACTS; AMENDING CODE SECTION 2-333 – ANNUAL REPORTS; PROVIDING FOR PERIODIC REPORTS TO THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Retirement Board discussed the changes proposed herein at their meeting on August 17, 2023 and on September 21, 2023; and

WHEREAS, the Fort Pierce Retirement Board voted on September 21, 2023 to recommend the proposed changes to the City Commission.

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

SECTION 1. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision I – In General, Section 2-270 – Retirement Annuity, Subsection (c) is hereby amended so that the same shall read hereinafter as follows:

(c) If the member last became a member on or after January 1, 1980, the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation as defined in F.S. Sec. 112.65, except that as to individuals who become members after October 1, 2012, the amount of the standard form of annuity shall not exceed ~~75~~ 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed ~~$100,000.00~~ $115,000.00 annually. Nor shall the maximum amount payable, regardless of the date of membership, exceed the maximum allowable annual payment permitted for a qualified plan under section 401 of the Internal Revenue Code, or other applicable law.

SECTION 2. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision I – In General, Section 2-281 – Deferred Retirement Option Program (DROP), Subsection (b) is hereby amended so that the same shall read hereinafter as follows:

(b) *Eligibility to participate in the DROP*.

(1) Any member who is eligible to receive a normal retirement annuity and is employed by a participating employer may participate in the DROP and

there is no break in service between the member's last working day as an employee and first day as a retired member and DROP participant. The member shall advise the participating employer and the retirement system in writing of the date on which DROP shall begin.

(2) Election to participate shall be forfeited if not exercised within the first 30 years of credited service. However, participation in the first year of enactment will be extended to all eligible members.

(3) The total years of participation in the DROP shall not exceed ~~five~~ six years.

(4) Upon a member's election to participate in the DROP, he shall cease to be a member and shall no longer accrue any benefits under the retirement system. For all retirement system purposes, the member becomes, a retired member. The amount of credited service and final average salary freeze as of the date of entry into the DROP. Retirement system amendments which become effective after the date of participation in the DROP will not be applicable to the DROP participant, unless expressly stated by the amendment.

(5) Upon electing to participate in the DROP, the member shall submit on forms required by the retirement system and/or the third-party administrator:

a. A written election to retire;

b. A written election to participate in the DROP;

c. An irrevocable resignation from service to the city and withdrawal from the DROP effective after no more than ~~60~~ 72 months participation in the DROP;

d. A properly completed DROP application for normal retirement as provided in this section; and

e. Any other information required by the retirement system or by the third-party administrator or provider.

(6) Reemployed retired members of the city's retirement system are not eligible to participate in DROP.

SECTION 3. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision I – In General, Section 2-281 – Deferred Retirement Option Program (DROP), Subsection (c) is hereby amended so that the same shall read hereinafter as follows:

(c) *Amounts payable upon election to participate in DROP.*

(1) Monthly retirement benefits that would have been payable had the member terminated employment with the participating employer and elected to receive monthly pension payments will be paid into the DROP and credited to the retired member. Payments into the DROP will be made monthly over the period the retired member participates in the DROP, up to a maximum of ~~60~~ 72 months.

(2) Each DROP participant shall have a DROP account to which his monthly retirement benefits will be transferred. The participating employer shall select a third-party administrator or provider for this purpose. Payments to the DROP shall be directly deposited with a third-party administrator or provider. Each DROP participant shall direct the manner in which the amounts in his DROP account shall be invested from options selected by

the participating employer and approved by the board of trustees. The DROP account will be responsible for investment expenses and the DROP participant will be responsible for the risks associated with investment outcomes. If a retired member does not terminate employment at the end of participation in the DROP, all future DROP transfers shall cease and be permanently forfeited.

(3) No payments will be made to a retired member until he terminates employment with the city utilities authority.

(4) Employee benefits, other than benefits under the retirement system, which are granted to employees, will be provided to DROP participants.

(5) Upon termination of employment, the retired member, or if deceased, such retired member's named beneficiary, and verification of the same to the board of trustees, a retired member or named beneficiary will receive the balance of the DROP in accordance with the option listed below:

Direct rollover. All accrued DROP benefits, plus interest and earnings, if any, shall be paid from the DROP directly to the custodian of an eligible retirement plan, as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased DROP participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code.

(6) Any form of payment selected must comply with the minimum distribution requirements of the IRC 401(a)(9).

(7) The accrued benefits of any DROP participant, and any contributions accumulated under such program, shall not be subject to assignment, execution, attachment, or to any legal process whatsoever, except for income deduction orders and federal income tax levies.

(8) DROP participants shall not be eligible for disability retirement benefits as provided under the retirement system. In the event a DROP participant becomes incapacitated for employment by the participating employer, the DROP participation will terminate, and the former DROP participant will elect one of the alternatives under subsection (c)(5) of this section.

(9) Death benefits under the DROP.

a. Upon the death of a DROP participant, the named beneficiary shall be entitled to apply for and receive the accrued benefits in the DROP as provided under subsection (c)(5) of this section.

b. The monthly retirement benefit transferred to the DROP account during the month of a DROP participant's death shall be the final transfer for such DROP account.

c. Eligibility to participate in the DROP terminates upon the death of a DROP participant. A DROP participant's annuity beneficiary shall not be eligible for retirement system death benefits as provided in section 2-273 or 2-274, unless the DROP participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly benefit being transferred to the DROP.

(10) Cost-of-living adjustment. The DROP participants' monthly retirement benefit shall be increased as provided in section 2-283.

SECTION 4. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision I – In General, Section 2-298 – Investments, is hereby created so that the same shall read hereafter as follows:

Sec. 2-298 - Investments.

(a) No monies from the trust fund may be invested by the city, its investment managers, or its advisors except in compliance with F.S. §112.661, F.S. § 112.662, and F.S. § 218.415.

(b) Investments shall be made according to the Prudent Man Standard of Care, whereby the fiduciary shall make investments solely in the interest of the system's participants and beneficiaries, for the exclusive purpose of providing benefits to the participants and their beneficiaries, while defraying reasonable expenses of administering the plan, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The investments are to be diversified to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, in accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the provisions of section 2-297. Factors to be considered in making investments shall be limited to pecuniary factors.

(c) Any contract entered into, amended, or renewed on or after July 1, 2023 between the city and any investment manager or advisor shall include the following provisions:

(1) That any written communication made by the investment manager or advisor to a company in which such manager or advisor invests funds of the system must include the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company's shareholders to the interest of another entity; or advocates for the interest of an entity other than the company's shareholders:

The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the State of Florida or the City of Fort Pierce.

(2) Any investment contract entered into on or after July 1, 2023 may be unilaterally terminated at the option of the City if the investment contract does not include the immediately aforedescribed disclaimer.

Secs. ~~2-298~~ 2-299 —2-329. - Reserved.

SECTION 5. Chapter 2 – Administration, Article IV – Officers and Employees, Division 4 – General Employees' Retirement System, Subdivision II – Retirement Board, Section 2-333 – Annual Reports is hereby amended so that the same shall read hereinafter as follows:

Sec. 2-333 – Annual reports.

(a) The secretary-treasurer shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The retirement board shall annually report to the mayor and city commission showing the fiscal transactions of the retirement system for the preceding fiscal year. The board shall furnish the mayor and the city commission such additional information regarding the operation of the system as the mayor or city commission shall from time to time request.

(b) Beginning in the year 2023 and each odd-numbered year thereafter, the retirement board shall prepare a report comprehensively detailing and reviewing the governance policies concerning decisionmaking in vote decisions and adherence to the fiduciary standards required of the retirement plan, including the exercise of shareholder rights. Such report shall be submitted to the city commission for approval. Following city commission approval, the report shall be submitted to the Florida Department of Management Services by December 15, 2023, and by December 15 of each odd-numbered year thereafter.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTIONESS

_____
Sara K. Hedges, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-060 was duly advertised by title only in the St. Lucie New Tribune on October 27, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 6, 2023; and was duly introduced, read by title only, and passed on second and final reading on November 20, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(SEAL)

Ordinance 23-060

Amendments to Pension System

Proposed Change 1 – Amendment to Deferred Retirement Option Plan (DROP) from 5 years to 8 years

Current Allowance - DROP ends after 5 years

Proposed Allowance - Extend DROP from 5 years to 8 years

Retirement Board Recommendation - Extend DROP from 5 years to 6 years

The board considered both the employers prevailing issues with attracting competent applicants to succeed employees currently in the DROP and the potential financial implications the extension could have for the employers, and though the change is de minimis (no cost) to the Retirement System, the extension will affect the employer's contribution rate.

Therefore, the board recommends the extension of 1 year, from 5 years to 6 years.

Proposed Change 2 – Amending the Maximum Annual Pension Benefit for Employees hired after 2012 from $100,000 to $115,000, Not to Exceed 75% of Final Average Salary

Current Allowance - For Employees hired after October 1, 2012, Maximum Annual Pension Benefit $100,000, not to exceed 75% of Final Average Salary

Proposed Allowance - For Employees hired after October 1, 2012, Maximum Annual Pension Benefit $115,000, not to exceed 75% of Final Average Salary

Retirement Board Recommendation - For Employees hired after October 1, 2012, Maximum Annual Pension Benefit $115,000, not to exceed 100% of Final Average Salary

After discussion and reviewing the impact statements, the board recommends not only changing the maximum benefit to $115,000, but to also change the final average salary maximum to 100%.

75% of Final Average Salary, $115,000 Maximum			
Impacts	**City**	**FPUA**	**Police**
2024 Contribution Increase	$ 23,455	$ 48,048	$ 95,868
Funded Ratio Change	84.42% to 84.34%	84.44% to 84.28%	89.16% to 88.55%
Unfunded Accrued Liability Increase	$ 77,596	$ 224,793	$ 454,797

100% Final Average Salary, $115,000 Maximum			
Impacts	**City**	**FPUA**	**Police**
2024 Contribution Increase	$ 39,092	$ 66,647	$ 95,868
Funded Ratio Change	84.42% to 84.26%	84.44% to 84.21%	89.16% to 88.55%
Unfunded Accrued Liability Increase	$ 159,176	$ 322,455	$ 460,976

The total cost for the 75% change is $119,323 for the City and $48,048 for FPUA.

The total cost for the 100% change is $134,960 for the City and $66,647 for FPUA.

The difference between the final average percentage changes is **$15,637** for the City and **$18,599** for FPUA, which is minimal to the employee benefit gained, which is why the board makes the recommendation.

THE SUNRISE CITY
FORT PIERCE
RETIREMENT AND BENEFIT SYSTEM
Florida

To: Mayor & Commissioners

From: Johnna Morris, Secretary/Treasurer JSM

Thru: Nick Mimms, City Manager NCM

RE: Retirement Board's Recommendations for Benefit Amendments to the Pension System

Date: October 6, 2023

During the July Budget Workshop Commission discussed amending benefit provisions of the pension system; specifically changing DROP from 5 years to 8 years and changing the maximum pension annuity benefit from $100,000 to $115,000. The Retirement Board discussed the proposed changes at the September 21, 2023 meeting and based on the financial impact studies provided by the actuary, makes the following recommendations:

1. Changing the DROP from 5 years to 6 years.

   The board considered both the employers prevailing issues with attracting competent applicants to succeed employees currently in the DROP and the potential financial implications the extension could have for the employers and though the change is de minimis to the Retirement System, the extension will affect the employer's contribution rate. Therefore, the board recommends the extension of 1 year.

2. Changing the maximum annual pension benefit to not exceed 100% of the final average salary and the maximum benefit to $115,000 annually.

   The original request proposed only changing the maximum benefit from $110,000 to $115,000, with no change to the 75% of final average salary maximum. After discussion and reviewing the impact statements, the board recommends not only changing the maximum benefit to $115,000, but to also change the final average salary maximum to 100%.

   As it currently is, the system allows for a 3% multiplier when computing the final average salary and the 75% maximum discourages the employee from working longer than 25 years, which again can lead to problems with

hiring and succession. For example, using the 3% multiplier, if an employee works 33.3 years or more, they would be granted 100%(+) of their final average salary; however, the 75% cap limits that. The 100% cap addresses the previous concern of pension annuities being over 100% of the final average salary and it allows for employees who desire to work longer than 25 years to be awarded at least the pension annuity earned. Noted DROP is an available benefit; however, due to age or individual circumstances, employees may not want to utilize the option. The financial effect of the proposed plan changes on the Retirement System are outlined below:

75% of Final Average Salary, $115,000 Maximum			
Impacts	**City**	**FPUA**	**Police**
2024 Contribution Increase	$ 23,455	$ 48,048	$ 95,868
Funded Ratio Change	84.42% to 84.34%	84.44% to 84.28%	89.16% to 88.55%
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The difference between the final average percentage changes is $15,637 for the City and $18,599 for FPUA, which is minimal to the employee benefit gained, which is why the board makes the recommendation.

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BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Johnna Morris

SUBJECT: Extend the DROP form 5-6 years and Increase the annuity to 100% of final average salary with a $115,000 maximum for employees hired after 2012

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

   Ordinance ammends the current retirement ordinance to benefit the municipality in recruiting and securing personnel to provide services to all citizens of the municipality. The ordinance amends the DROP participation period from 5 years to 6 years and increases the annuity to 100% of final average salary with a $115,000 maximum for employees hired after 2012.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
      N/A

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

      N/A

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   Every business and citizen within the city limits will benefit by this ordinance by the recruitment and retention of qualified personnel which will provide community leadership, quality, public service and safe environment.

4. Any additional information the Commission may find useful.

   Other retirement systems within the community are examining and changing their DROP participation limits.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

Ordinance 23-060

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Retirement Board Recommendation - For Employees hired after October 1, 2012, Maximum Annual Pension Benefit $115,000, not to exceed 100% of Final Average Salary

After discussion and reviewing the impact statements, the board recommends not only changing the maximum benefit to $115,000, but to also change the final average salary maximum to 100%.

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JUNELLY JIMENEZ-SABASTIANO, EXECUTIVE ASSISTANT, FINANCE DEPARTMENT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RLS 23-279, REVIEW AND APPROVAL OF ORDINANCE TO EXTEND THE DROP FORM 5-6 YEARS AND INCREASE THE ANNUITY TO 100% OF FINAL AVERAGE SALARY WITH A $115,000 MAXIMUM FOR EMPLOYEES HIRED AFTER 2012

CAO RLS FILE: 23-279

DATE: OCTOBER 31, 2023

I have reviewed the above Request for Legal Services (RLS) related to changes to retirement ordinances. I have made suggested changes, uploaded in a Track Changes version to Agenda Quick. I have also uploaded a Clean Copy version. The Clean Copy version of the Ordinance is approved as to form and correctness.

I have attempted to have the changes reviewed and approved by Mr. Walker, but I have not been able to obtain a response from him at this time.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 02/05/2024

Re: Parking Committee appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R04 Appointing an individual to serve on the Parking Committee as an at-large member.

SUMMARY:

The term of Gus Gutierrez as an at-large member of the Parking Committee has expired. He is currently serving as Chair of the Board and wishes to seek reappointment, however others have submitted applications for consideration.

RECOMMENDATION:

Appoint a member.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications Division

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

24-R04
Crea, Linda
Dunn, Staci
Gutierrez, Gus
Attendance for last year

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/03/2024 09:24 AM
Form Started By: Linda Cox		Started On: 01/02/2024 10:48 AM

Final Approval Date: 01/17/2024

RESOLUTION NO. 24-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee which was established via Resolution No. 19-R45; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
_____	At-Large	January 4, 2028

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of February, 2023.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, ESQ.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Parking Committee

Name: Linda Crea	Phone: 772-999-8633
Home Address: 1724 Coral Circle Fort Pierce, FL 34949 City/Zip Code:	How long at this address? 6 months
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ■ Yes ☐ No If yes, in what capacity? I hope to purchase more real estate in Fort Pierce.	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: I am a full time Realtor with Real Estate of Florida which is located on Seaway Drive.	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Please see attached resume. I moved to Florida and purchased 9 Harbour Isle Dr E Unit 204 in Fort Pierce on July 5, 2017. In August of 2023, I leased my Harbour Isle property and moved to Coral Circle.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Real World Email	Applicant Email Address: Linda@LindaCrea.com
Date: 11/23/23	Applicant's Signature L. Crea

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Linda **Crea**

1724 Coral Circle, Ft Pierce Fl, 34949
Email address: **Linda@LindaCrea.com**
Mobile Phone: 772-999-8633

SUMMARY

Seeking a position on the Parking Committee to help Fort Pierce in a time of optimal growth. Past owner and Broker of a real estate company in CT, utilized a variety of contracts. Possess leadership qualities, am a quick learner and goal orientated. Teacher-like qualities, careful, well prepared, practical and honest. Commitment to the good of the whole, striving toward betterment. Have two successful sons, one is a PHD student at UCONN, the other is a Senior Engineer in Boston. Lived in Fort Pierce for 7 years, own a condo in Harbour Isle. Recently built a house on Coral Circle with my partner, currently working as a Realtor at 825 Seaway Drive. Looking forward to help with the growth of Fort Pierce, and be a positive voice within the community. Prior to 2012, last name was Tosta.

PROFESSIONAL MEMBERSHIPS

- Florida Real Estate License 10-2022 (SL-3354168)
- National Association of Realtors (NAR) 10-2022 to present
- Florida Notary – 2022 to present
- Connecticut Real Estate Broker's License 2006 – 2018 (REB)
- Connecticut Real Estate Salesperson License 1999 – 2006 (RES)
- National Association of Realtors – 2000 – 2012 (NAR)
- Connecticut Association of Realtors – 1999 – 2018 (CAR)
- Mid-State Board of Realtors – 2005 – 2018 (MSAR)
- Greater Hartford Board of Realtors – 1999 – 2005 (GHAR)
- Connecticut Real Estate Salesperson License 1999 – 2006

PROFESSIONAL AFFILIATIONS

Deborah King Center – 2011 to 2015 Certification in Spiritual Healing modalities.
Ordained Minister – 2012
Connecticut Association of Realtors:

- Communication Committee – 2009 to 2011
- Risk Reduction Committee – 2010 to 2011
- Arbitration Committee – 2008 to 2011

Greater Hartford Board of Realtors:

- Grievance Committee – 2008 to 2011

Mid-State Board of Realtors

- Board of Directors – 2007 to 2012
- Scholarship Committee – 2007 to 2010
- Vice President – 2012 to 2012

REAL ESTATE DESIGNATIONS AND CERTIFICATIONS

National Association of Realtors:

- Real Estate Negotiation Expert (RENE) May, 2023
- Commitment to Excellence (C2EX) December 2022
- Accredited Buyers Representative (ABR) - May 2009
- Graduate of Realtor Institute (GRI) - March 2011
- At Home with Diversity (AHWD) – March 2010

Connecticut Association of Realtors:

- HUD Licensed Broker – November 2006 to December 2012

- Realtor of The Year Finalist - 2007
- Loss Mitigation Certificate - May 2008

PROFESSIONAL EXPERIENCE

REAL ESTATE OF FLORIDA –
Realtor GRI AHWD C2EX RENE. Newly licensed Realtor working with buyers and sellers breaking into the Florida real estate market. - Present

FLORIDA NOTARY – February 2022 to Present
I have experience and training with LSS to perform real estate loan signings.

AUTHOR – A Spiritual Recovery - I self-published a book, "A Spiritual Recovery, My colon Story," in May 2019. It is about a colon surgery I had where everything, "went right," in February 8, 2016. A colonoscopy led to surgery, and the surgery saved me from a cancer diagnosis. I hired a writing coach and editorial services and self-published. This experience taught me that I can do anything I put my energy into.

SPIRITUAL COACHING – Spiritual Radiance, LLC (my own LLC) March 2013 to 2021.
I am certified to teach mediation and other soulful healing services. My strengths are assisting others to think clearly, and to love themselves and their lives. I offered private and group sessions.

NORTH STAR REAL ESTATE, LLC – Broker/Owner, Southington CT November 2006 to December 2013
I managed and operated a Real Estate firm with 14 Realtors. Managing and training the Realtors with attention to details to all contracts. marketing and advertising, as well as payroll and bookkeeping. In addition to these functions, I continued to sell and service real estate transactions; including working with mortgage lenders and Attorneys to secure financing for my firm's clients and oversee all transactions. After 2013, I bought and sold my own properties. I moved to Florida in July 2017 and let my CT Real Estate License Expire. Most of my professional career my name was **Linda Tosta**

PERRELLA REALTY, LLC - Realtor, Plantsville, CT August 2003 to November 2006
As an experienced Realtor, I worked on a desk fee where I paid for and created marketing for my listings and business. During this time, I learned I could manage my own real estate company.

CENTURY 21 ALL POINTS REALTY, LLC - Realtor, Southington, CT December 1999 to 2003 August
I strived to ensure my success by managing and fielding office phone calls and scheduling showings for the company.

PAGLIACCI'S RESTAURANT – Bus girl & Waitress, Plainville, CT November 1982 to 1998
I waitressed through High School, college and on and off until my Real Estate career began in 1999.

BERARDINO CO. REALTORS – Real Estate Salesperson, Meriden CT December 1989 to December 1991
As a nineteen year old, brand new licensee I did not get proper training, so my real estate career resulted in 2 closed transactions in two years.

KENT HOLLOW FARMS - Training Barn Manager and Instructor, Kent, CT June 1987 to December 1989
As Training Barn Manager, my responsibilities included developing and maintaining nutrition requirements for each horse under my supervision, as well as maintaining optimum exercise and training regiments. My duties also included managing detailed healthcare records and expenses and managing barn staff to assure a safe and clean environment. As an instructor, I developed training programs and taught English equitation and jumping to intermediate and advanced students.

EDUCATION

ASSOCIATE OF SCIENCE in EQUINE STUDIES - Post College, Waterbury, CT September 1985 to June 1987
My degree in Equine Studies included Horse Farm Management, general horse care and nutrition. My degree also further developed skills in teaching lessons, personal equitation, jumping and showmanship.

References upon request

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: PARKing

Name: Staci Dunn	Phone: 772-242-8128
Home Address: 3117 Maravilla Blvd City/Zip Code: Ft. Pierce 34982	How long at this address? 20 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Self-employed - owner The Cake Lady Custom Cakes	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: Bakery - 205 Orange Ave Ft. Pierce, FL 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: See above	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: PARKing Comm Applicant Email Address: thecakelady772@outlook.com	
Date: 1/30/23 Applicant's Signature Staci Dunn	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
NOV 12 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Parking Committee

Name: Gus Gutierrez	Phone: 828-684-9085
Home Address: 100 S 2nd St Ft Pierce City/Zip Code:	How long at this address? 7 years

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Developer

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No
If yes, list the address and nature of said business:

117 Orange Ave Ft Pierce FL 34950 Mall

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No
If yes, state the business and location:

(Owner) Galleria of Harbor 117 Orange Ave Ft Pierce

Do you have special training or knowledge in the area of:
Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☒ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: HouseandDesign@gmail.com

Date: 11/7/19 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Meeting Ty	Start	End	First Name	Last Name	Appointed	Resolution	Total Meet	Meetings P
Parking Coı	1/1/2023	########	Gus	Gutierrez	1/6/2020	20-R03	9	6
Parking Coı	1/1/2023	########	David	BuShea	1/6/2020	20-R03	9	5
Parking Coı	1/1/2023	########	Dan	Cushman	1/6/2020	20-R03	9	7
Parking Coı	1/1/2023	########	Edward	Dillon	########	22-R35	9	6
Parking Coı	1/1/2023	########	Doris	Tillman	1/6/2020	20-R03	9	8
Parking Coı	1/1/2023	########	John	Heaning	3/7/2022	22-R12	9	9
Parking Coı	1/1/2023	########	Ryan	Collins	1/3/2023	23-R01	9	8

Meetings A	Dates Absent			
3	8/9/2023	########	########	
4	########	4/5/2023	########	8/9/2023
2	########	########		
3	4/5/2023	########	########	
1	########			
0				
1	########			

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 02/05/2024

Re: CWC Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R05 appointing Denetria Timms to serve on the Communitywide Council as a target area member.

SUMMARY:

There is a target area vacancy.

RECOMMENDATION:

Appoint a member.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

24-R05

Timms, Denetria

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/03/2024 09:24 AM

Form Started By: Linda Cox Started On: 01/02/2024 10:40 AM

Final Approval Date: 01/17/2024

RESOLUTION NO. 24-R05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Communitywide Council in accordance with the Citizens Participation Plan adopted by Resolution No. 88-84 and as amended; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Represents	Term Expires
Denetria Timms	Target Area	2/4/2026

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of February, 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature Denetria Timms

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Denetria “Dee” Timms

Objective: To support the mission and vision of a well-respected company.

I. EXPERIENCE

Ultimate Health Plans (MA/ HMO Plan)-
Provider Network Manager - Treasure Coast Market
November 2022- Present

Current duties Include, but not limited to:
Develops and enhances the provider network through contract negotiations (language and rates), relationship development, and servicing for value based agreements with PCP, Specialists, Ancillary and Hospitals in the local network

Primary focus of this role

- **Primary focus of this role is contracting and negotiating contract terms for value-based agreements.**
- **Typically works with providers engaged in value-based arrangements and non-traditional provider types supporting SDOH initiatives and comprehensive care delivery.**
- **Providers may include, but are not limited to, Independent Practice Associations (IPAs), Community Based Organizations (CBOs), Management Services Organizations (MSOs), professional providers, medical groups, physician groups, hospitals and ancillary providers,**
- **Contracts frequently involve non-standard arrangements that require a moderate level of negotiation skills.**
- **Deep understanding of Value based concepts understanding and innovative thoughts on internal and external process improvement**
- **Works with increased independence and requires increased use of judgment and discretion.**
- **May work on many cross-functional projects requiring collaboration with other key areas/departments .**
- **Serves as a communication link between professional providers and the company.**
- **Conducts more complex negotiations and drafts documents.**
- **Assists in preparing financial projections and conducting analysis as required.**

Healthy Partners (MSO), Jupiter, Fla.

Provider Support Specialist
April 2022 – November 2022

Current duties Include, but not limited to:

- Building relationships with providers and staff through consistent phone calls and office visits (re: utilization information review, system training, customer service-related inquiries, sharing current and relevant information, etc.).
- Frequent travel to health center locations.
- Effect change and produce positive results for Healthy Partners centers to strengthen and support long term successful relationships. Overcome roadblocks and resistance to change through effective and consistent communication.
- Utilize systems to review pertinent utilization data and educate providers and provider's staff on utilization and correct application of best practices Understand and explain existing reports and provide new reports and tools, as needed. Provide system training to providers and staff.
- Work with Coding & Billing and HEDIS teams to ensure coding is being documented appropriately and HEDIS gaps are being closed. Develop strategies for improving all aspects of market performance including Medicare risk, HEDIS and medication management. Support provider and staff in closing MRA and HEDIS gaps.
- Assist Healthy Partners in the oversight of membership growth strategies; Identify membership trends; Identify patients that may benefit from a Medicare Advantage Plan; Communicate with business development team to provide support and data relevant to membership growth goals
- Compile and Aggregate performance metrics outcomes, bonus performances and review regularly with providers.

Port St. Lucie Hospital, PSL, Fla.
Admissions Coordinator/Intake Counselor
July 2021 – April 2022

● Conduct initial patient assessments on admission.
● Gather all necessary paperwork and enter patient information into the system.
● ensure that patient applications for admission are approved/not approved within a two (2) hour period
● plan follow up calls and interviews with patients
● conduct facility tours to potential patients, families, and visitors and educate them on key benefits of the facility
● recruit, select, train, counsel, and supervise admissions staff (if applicable)
● effectively manage and operate within budget margins

Florida Community Health Centers, Inc., West Palm Beach, Fla. —
FQHC Internal Compliance Specialist
July 2015 - September 2020

● Responsible for managing FQHC requirements for federal healthcare agencies and internal policy The Joint Commission (TJC), National Committee for Quality Assurance (NCQA), Patient Centered Medical Home (PCMH), Health Resources and Services Administration, 340B Pharmaceuticals Program
● Accreditation/ Survey maintenance and status retention
● Internal Tracking & Trending, Federal UDS Grant reporting; OSV Audits for 12 centers in 6 counties in Southeast Florida
● Process Improvement Development and Implementation Quality Improvement & Risk Management Coordinator:
- Manage and aggregate population data for ACO, UDS,HEDIS - Coordinate and conduct clinical dental peer reviews byway of chart documentation audits, new employee orientation on HIPAA, HITECH, Survey preparedness and focus review audits for staff competency and proficiency.

Excel Rehabilitation & Health Center &
Woodbridge Rehabilitation & Health Center (Southern SNF),
Tampa, Fla.
Admissions Director/ Medicaid Specialist
July 2013 - April 2015

● Monitored A/R aging reports, processed pending MMA qualified cases for Hillsborough county
● Insurance verifications, determining clinically acceptable patients, physician relations and external marketing for two 120 bed facilities.

Capital Regional Medical Group (HCA)-
Medical Office Manager
May 2012 - May 2013

● Responsible for managing all administrative and operational functions for 12 clinicals in a fast-paced setting.
● Duties include, payroll and staffing, intake and scheduling, medical records management and compliance
● Physician relations relative the transition to the EHR

Capital Regional Medical Center (HCA), Tallahassee, Fla.
Data/ Quality Tech.
June 2009 - May 2012

- Spearhead the migration from physical chart to the EMR and barcoding.
- Coordinate physical chart reviews for each department in the hospital and export outcomes to AHCA on request.
- Query completion, DRG/ Bill49 maintenance and A/R liaison
- All basic functions of medical records
- Physician relations

II. EDUCATION:

Florida Agricultural & Mechanical University, Tallahassee, Fla.
B.S. Healthcare Management
August 2008 - May 2013
MINOR: Social Work

Lincoln Park Academy
Honors Graduate, May 2008- Fort Pierce, Fla.
Overall GPA: 3.5/ 4

III. CERTIFICATIONS:

- Certified Lean Six Sigma Greenbelt- 2018
- Certified Professional in Healthcare Quality (CPHQ)- presently seeking

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 02/05/2024

Re: Arts & Culture

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R06 appointing Gloria Baxevanis to serve as the Arts and Culture Advisory Board as their appointee.

SUMMARY:

The Arts and Culture Advisory Board was established via Resolution No. 17-R22 and amended via Resolution 21-R68. The Arts and Culture Advisory Board, at their meeting on January 23, 2024 selected Gloria Baxevanis to serve as their Board appointee.

RECOMMENDATION:

Adopt the resolution

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arts and Culture Advisory Committee

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

24-R06

Baxevanis, Gloria

Form Review

Form Started By: Linda Cox Started On: 01/26/2024 11:22 AM

Final Approval Date: 01/26/2024

RESOLUTION NO. 24-R06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Arts and Culture Advisory Board was established via Resolution No. 17-R22 and amended via Resolution 21-R68.

WHEREAS, the Arts and Culture Advisory Board, at their meeting on January 23, 2024 selected Gloria Baxevanis to serve as their Board appointee.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that Gloria Baxevanis is hereby affirmed to serve as a member of the Arts and Culture Advisory Board; said terms to commence upon adoption of this resolution and to expire February 4, 2026, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of February, 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, ESQ.
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Gloria Baxevanis
1390 Bayshore Drive
Fort Pierce, FL 34949 US
Mobile: 202-487-1198 - Ext:
Email: gloria.baxevanis@gmail.com

Work Experience:
Smithsonian Institution -NMNH
701 Seaway Drive
Fort Pierce, FL 34949 United States

04/2018 - Present
Hours per week: 40
Administrator
Duties, Accomplishments and Related Skills:
Administrative Support: Create and maintain spreadsheets containing personnel and funding information to be used as tools for analysis of patterns and to apply towards effective management of the unit; run various reports from the database for analyzing personnel, space, funding, salary, and assigned unit equipment as required for decision-making. Serve as the channel of communication between unit and various Smithsonian administrative offices in performance of administrative and fiscal duties to ensure responsiveness of unit and Institutional needs. Respond to inquiries from the public, Federal and state government agencies, and education organizations regarding the unit's programs. Certify a large volume of domestic and international travel. Conduct day-to-day unit administration. Orient fellows, interns, visiting scientists, academics. Serve as unit property manager, responsible for accountable property and equipment in excess of $10mil. Represent head scientist for station's administrative matters.

Personnel management: Serve as principal contact for the unit regarding personnel and payroll matters. Convey to unit staff, verbally or in writing, necessary personnel and payroll procedures and changes to procedures. As necessary, document facts regarding all disciplinary or other adverse actions within their unit, providing advice to supervisors regarding procedures involved, and preparing drafts of necessary memos as requested. Act as unit's timekeeper, tracking time and attendance.

Budget formulation: Create budgets, spending plans, and projections on various funds ranging from Federal allocations to a variety of trust funds (grants, contracts, gifts, endowments, discretionary), based on knowledge of the missions, goals, objectives, sources, types and methods of funding, and historical background of unit programs for budget presentation and use of Museum and Smithsonian administration. Prepare narrative justifications for special project funding needs, assuring that the justifications are accurately and thoroughly documented. Monitor the use and rate of expenditure of budgeted funds through review of written documents, examination of accounting records, and continuing dialogue with staff. Prepare a variety of reports covering the status of funds, expenses, and obligations.

Fund management/procurement/budget execution: Serve as UPO. COTR for all purchase orders for three department IDs. Provide advice, assistance and guidance to employees regarding procurement and contracting functions. Administer 100+ purchase orders and 30+ grants. Create purchase orders & change orders. Write Statements of Work, review contracts and proposals. Ensure unit is fiscally responsible and that correct procurement and contracting actions are always

followed . Perform post-award, procurement and contracting administrative functions for unit. Establish and maintain accountability records for funds control of the various financial matters. Review obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Certify availability of funds for all obligating documents by signing as fund manager. Monitor fund balances and keeps management informed of budget balances and fiscal affairs. Submit invoices for payment, follow-up on payments issued or on hold and resolves match exceptions and discrepancies. Approve and reconcile pcards.

Smithsonian Institution
600 Maryland Avenue SW suite 6001
Washington DC, DC 20001 United States

01/2011 - 04/2018
Hours per week: 40
Program Manager - Smithsonian Journeys
Duties, Accomplishments and Related Skills:
Personnel management: Researched faculty specialty nationwide, recruited, conducted interviews and hired academics for 300+ educational travel programs. Responsible for fiscal, contractual, content development and interpersonal relationship with 200+ academics in various fields (archaeology, natural sciences, art, history, astronomy, etc.). Increased the number of high performing faculty by 25% YoY. Identified best-suited programs based on itinerary, co-sponsoring organization, and subject matter for each faculty. Ensured faculty's knowledge is pertinent to the program content and itinerary. Served as point of contact for all faculty and speakers. Planned and directed the work of the administrative staff, presented recommendations, negotiated best outcome solutions while establishing and maintaining effective relations with 350+ individuals with whom I worked closely. Explained the complex procedures, policies, guidelines and requirements in coordination and completion of a large volume of assignments pertaining to a huge volume of projects within a very short time frame.

Promotion and marketing: Analyzed, assessed, and recommend program promotions and marketing campaigns. Provided input on overall marketing policies for web and print, catalog, brochures, email blasts, etc. Created individual outbound marketing projects to plan, manage, and track direct mail programs as well as email initiatives and other marketing collateral. Designed, created, and deployed email blasts. Maintained comprehensive programs database. Administered and improved Salesforce SaaS implementation, workflows, templates, business procedures, etc.

Program development and implementation: Conducted research of the international educational travel market; reviewed program content and quality to ensure it complies with Smithsonian's vision and mission statements. Participated in portfolio selection panel, planning and review of program proposals. Offered input on portfolio and revenue generation opportunities. Researched, recommended, planned and executed programmatic details and special events and venues to be added to itineraries. Evaluated the quality of programs and provided recommendations for improvement. Worked closely with museums, faculty world-wide to review quality scores and maintain excellence in all programs. Responsible for planning, directing, and coordinating activities with faculty, tour operators, vendors, Smithsonian staff, and off-campus staff. Formulated procedures and standards to govern operational requirements for contracting, budgeting, staffing, etc. of Smithsonian Journeys travel tours. Developed program guidelines for faculty and tour associated staff. Lead the on-boarding process for new faculty and provide training

as needed to existing faculty. Developed personalized professional development programs for each faculty based on subject matter expertise, past performance and performance goals. Increased overall performance by 10% YoY during the last several years. Advised faculty and key management officials on matters of protocol and of details relating to Smithsonian's mission statement, Smithsonian Journeys' operating procedures, and constituency expectations. Worked with high-ranking US and foreign dignitaries to expand the educational experience by planning, coordinating, and implementing special events, such as special lunches with US Ambassadors in various countries. Work with individuals from multicultural backgrounds, from 20+ countries, plus US wide.

Program evaluation: Established evaluation criteria and metrics; prepared electronic survey templates and integrate with Salesforce. Created an automated program evaluation system to deploy evaluations to faculty based on program end date. Automated the process making the post-program evaluation process efficient and highly productive.

Fund management/budget execution: Budget responsibility ~1.5 mil annually. Monitored expenses and revenue; reconciled financial activity and prepared month end reports; tracked obligations, analyzed spending, prepared forecasts, projections and various statistics and reporting. Developed efficiencies in both financial reporting and daily operational activities. Reviewed and analyzed P&L and other financial statements; gathered data and identified opportunities to close budget gap. Tracked revenue and ensured expenses are within approved budget and tracking metrics. Established and maintained accountability records for funds control of the various financial matters relating to the work of the unit. Reviewed obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Monitor fund balances and keeps management informed of budget balances and fiscal affairs.
Supervisor: Carol LeBlanc ((202) 633-5997)
Okay to contact this Supervisor: Yes

Smithsonian Institution
600 Maryland Avenue SW suite 6001
Washington, DC 20001 United States

06/2006 - 01/2011
Hours per week: 40
Financial and Programs Coordinator - Smithsonian Journeys
Duties, Accomplishments and Related Skills:
Administrative support: Created reports, correspondence and memoranda to senior management, Office of the Comptroller, and finance division. Reviewed Smithsonian Journeys' web page content. Crafted web and print copy for 20+ educational tours as well as individual tour brochures. Worked closely with world-renowned scholars on educational tour topics and lectures. Researched, contacted and contracted faculty based on tour's theme; negotiated contractual terms and per diems. Ran various reports from the database for analyzing personnel, funding, salary, and assigned unit equipment as required for decision-making. Worked with Educational Tour Operators and suggested changes to the program in order to enhance its educational level and to make sure that program aligns with the Smithsonian mission. Created and maintained spreadsheets containing personnel and funding information to be used as tools for analysis of patterns, etc., to apply towards effective management of the unit. Served as a member of the unit's management team. Served as the channel of communication between unit and various Smithsonian administrative offices in performance of administrative and fiscal duties to ensure responsiveness

to unit and Institutional needs. Interacted with other Smithsonian unit heads/managers and heads of various government and private entities in the performance of special projects. Responded to inquiries from the public, Federal and state government agencies, and education organizations regarding the unit's programs. Certified domestic and international travel. Served as accountable property manager for the unit. Served as the safety coordinator for the unit.

Financial management: Monitored program expense and revenue and executed projects assigned by Director and/or Senior program managers, including gathering and analyzing tour related financial and statistical data; handled tour financial information. Processed payables and receivables for the entire division (payments faculty, scholars, reimbursement to staff, contract payments to tour operators, invoices from miscellaneous vendors, charge cards, checks from passengers, tour operators, insurance premium revenue, etc). Reconciled, on a monthly basis, all financial activity for the division. Developed processes and procedures for new forms, queries, and reports to efficiently manage tour financial information thereby ensuring the smooth and auditable flow of this information to accounting for month-end close. Reviewed and analyzed P&L statements. Reviewed obligating documents to ensure that funds are used according to approved budgets. Responsible for monthly reconciliation, follow-through of discrepancies, and supplying a variety of reports to proper staff. Created and managed computerized spreadsheets/databases containing section and departmental information. Created budget costing sheets, estimated revenue and expenses for budgeting purposes, etc. Worked with the representatives of the OIG on special reconciliation projects from prior years. My efforts lead to a revenue gain of $50k.
Supervisor: Amy Kotkin ((202) 633-5997)
Okay to contact this Supervisor: Contact me first

Smithsonian Institution
Smithsonian Institution
Washington DC, DC 20001 United States

02/2005 - 06/2006
Hours per week: 32
Administrative Assistant - Concessions and Theaters
Duties, Accomplishments and Related Skills:
Administrative support: Created and developed presentations for management, CEO, President. Designed, composed and edited a wide variety of correspondence and materials for two major departments of Smithsonian Business Ventures (minutes, memos, graphs, charts, tables, business plans). Proofread copy for spelling, grammar, and layout. Responsible for accuracy and clarity of final copy.

Fund management: Tracked budgets and expenditures of funds for multiple capital investment projects; created purchase orders and change orders for capital investment projects for all stores and food and beverage venues at the new American Art Museum and National Portrait Gallery. Created Purchase Orders for requisition of supplies, equipment, goods and services as well as for Smithsonian Stores building and maintenance works. Compiled financial information from various sources and created complex weekly/monthly financial reports. Reconciled all invoices from concessionaires and contractors. Ran financial reports; checked status of payments, followed up as needed. Reviewed and analyzed financial statements, income and expense statements, balance sheets and expense reports. Prepared travel authorization, made travel arrangements, created and submitted expense vouchers to A/P. Maintained filling system on vendors, clients, concessionaires, financial key performance indicators, weekly reports, contracts and amendments.

Personnel management: Developed and updated operational and personnel procedures as needed. Timekeeper for a unit of 10+ employees. Prepared PAF and other personnel forms. Prepared position descriptions.

Other duties: Worked with VIARC staff to provide information needed for My Smithsonian publication. Provided information for the dining guide - locations, hours, closings and menus. Responsible for tracking special events at all Smithsonian Museums when dining or simulator areas were needed. Served as liaison with Museums and concessions for special events.
Supervisor: Roland Banscher; Richard Kavanaugh; Toby Mensforth (202-633)
Okay to contact this Supervisor: Yes

United States Holocaust Memorial Museum
100 Raoul Wallenberg Place
Washington DC, DC 20001 United States

03/2003 - 12/2005
Hours per week: 10
Volunteer- Archives
Duties, Accomplishments and Related Skills:
Administrative support: Various duties as required, several research projects involving translation of documents issued by various European governments before, during and after the WWII. Substantial involvement in the creation of finding aids for the Romanian collection RG-25.023M – organizing, translating to English; editing material from the Ministry of Interior of Romania based on USHMM archival methods – ongoing. This project gave me the opportunity to become familiar with archival and library circulation functions and methods; with procedures related to the routine aspects of daily operations of a large scale archive and lending library. Translated document to document and audio and video files to document various official documents issued by the Romanian Government during the 1940s. Translated written and audio material from Romanian and Hungarian to English and vice-versa.
Reviewed numerous materials dating from WWII, translated, summarize, and presented to scholars and historians. Based on instructions from archive's staff retrieved books, publications, microfilms and microfiche reels, video and electronic material from the extensive archives of the USHMM and from the cold storage. Processed documentation requests, prepared information for scholars and researchers. Assisted readers, scholars, staff, and volunteers in locating books and publications in catalogue and on shelves; researched request for specific information for visiting scholars, assisted archivist in retrieving and distributing materials to researchers. Assisted scholars translating other materials from Greek, French, and German.
Supervisor: Michlean Amir (202-488-6113)
Okay to contact this Supervisor: Yes

Smithsonian Magazine
Washington, DC United States

02/2003 - 03/2005
Hours per week: 20
Volunteer - Smithsonian Magazine
Duties, Accomplishments and Related Skills:

Electronic cataloging for the Smithsonian Annual Photo Contest. Scanned, logged into custom developed database built to specifications, all photos submitted by public. Maintained database, retrieved information when requested by staff and judging committee. Assisted staff to locate photos in the database, printed a variety of database reports based on numerous requests. Position required good database skills as well as effective communication skills.

Toys Gulliver Romania
3 Postei street, Targu Mures
Targu Mures, Romania

09/2000 - 11/2002
Hours per week: 40
VP Finance and Operations
Duties, Accomplishments and Related Skills:
Financial management and operations: Instrumental in the management of a medium sized Hungarian-Romanian toy retail/distribution company with 45 employees across 6 locations throughout Romania. Responsibilities included: Product pricing, invoicing, contract negotiation, accounts payable and receivable management, fleet (truck) management, insurance (employees, inventory). Worked with chief accountant in cash flow statement preparation, profit and loss statements and other financial reports. Created cost estimates and predictions and negotiated bank loan agreements. Researched potential financing possibilities. Contracted new suppliers/clients. Gathered data to analyze new products for market viability and corresponding profit margins. Developed business plans and negotiated new loans with various banks.

Personnel management: Processed HR information, including employee contracts, benefits, and government social services documentation. Designed and arranged television, radio, and newspaper advertisements, and set up special co-promotions with vendors and regional distributors.

Other: Substantial involvement in developing the company's own inventory management software applications in 2001-2002.
Supervisor: Barabas Istvan (+40.26.522.2689)
Okay to contact this Supervisor: Yes

Rhododendron Environmental NGO
Targu Mures
Targu Mures, Romania

01/1997 - 10/2001
Hours per week: 10
Volunteer - Secretary General
Duties, Accomplishments and Related Skills:
Responsible for overall good functioning of office of environmental NGO. Provided administrative support to president and vice president, insured all office supplies in stock at all times, insured office equipment in working order. Analyzed, recommended and purchased new equipment as needed. Trained members on IT issues. Managed 3 international projects: Sustainable Europe, Environment for Europe and New Items for Central and Eastern Europe. Attended several conferences in different European countries and organized conferences with various international attendees. Managed the publishing of several environmental publications on special interest for CEE.

Translated handbooks and documentation related to projects, drafted Romanian national report, organized national debates, edited Romanian final report and presented it to Romanian National NGO Summit.

Contributed to several publications on Sustainable Development.
Supervisor: Istvan Sido (+40.21.210.72.55)
Okay to contact this Supervisor: Yes

Lambda Communications
48 Avram Iancu st. Targu Mures
Targu Mures, Romania

08/1991 - 09/2000
Hours per week: 40
Assistant Manager of Finance and Operations
Duties, Accomplishments and Related Skills:
Assisted in the management of a small IT & Telecommunications company providing voice and data solutions to small and medium sized organizations. Helped develop the company's Internet presence by creating the HTML contents and layout. Translated various product (computers, printers, facsmile machines, PBX's, alarm systems, etc.) documentation from English to Romanian. Designed and arranged television, radio, and newspaper advertisements, and set up special co-promotions with product vendors or distributors. Processed HR information, including employee contracts, benefits, and government social services documentation. Product pricing, invoicing, supplier/client correspondence. Drafted international sales contracts (with Hungary, Germany, Israel).
Managed the group responsible for IT training including curriculum creation, lab setup, course presentation, workbooks and tests. Over a 3-year period more than 450 students from diverse backgrounds successfully completed the various courses.
Responsible for acquisition of office supplies, scheduling maintenance for all equipment.
Extensive involvement in developing the company's specific invoicing/inventory software.
Supervisor: Margit Losonczi (+40-265-211361)
Okay to contact this Supervisor: Yes

Education:
Technical University Targu Mures Romania
Bachelor's Degree 06/1991

Relevant Coursework, Licenses and Certifications:
Degree accredited by Global Credential Evaluators, Inc.

Job Related Training:
Essentials of Finance and Accounting for Non-Financial Managers - Washington DC, 2006
Business Writing and Grammar Skills - Washington DC, 2006
MS Excel Advanced – Washington DC, 2006
MS Access Advanced - Washington DC,
Principles of Accounting, Washington DC, 2007
Principles of Speech Communication, Washington DC, 2007

Language Skills:

Language	Spoken	Written	Read
German	Novice	Novice	Novice
Modern Greek (1453-)	Novice	Novice	Novice
French	Novice	Novice	Novice
Hungarian	Advanced	Advanced	Advanced
Italian	Novice	None	Novice
Romanian	Advanced	Advanced	Advanced

References:

Name	Employer	Title	Phone	Email
Jim Douglas	Smithsonian Institution OHR	Director of HR (ret)	202-633-6301	douglasjd@si.ed
Tova Jaffe	Smithsonian Institution, Treasury	Treasury Management	202-633-7145	jaffet@si.edu
Francisco Dallmeier	Smithsonian Institution, NZP	Director, SI/MAB Biodiversity Program	202-633-4782	dallmeierf@si.edu
Jim Zimbelman	NASM	Geologist	202-633-2471	zimbelmanj@si.edu

Miscellaneous certificates

Various SI procurement coursework and certificates: COTR1; COTR2, UPO $10k, etc. – see HRMS records
Essentials of Finance and Accounting for Non-Financial Managers - Washington DC, 2006
Business Writing and Grammar Skills - Washington DC, 2006
MS Excel Advanced – Washington DC, 2006
MS Access Advanced - Washington DC, 2006
Accounting Certificate - Free University – Targu Mures, Romania, 1998
Competitive Management Course - Open University, Targu Mures, 1998
Junior Fellow Certificate – Regional Environmental Center for Central and Eastern Europe, Budapest, Hungary 1996

COMPUTER SKILLS

MS Office (Word, Excel, Access, Power Point, Outlook)
MS FrontPage, CorelDraw, WordPerfect
Adobe Photoshop, Adobe Acrobat, Adobe InDesign,
PageMaker, Ventura Publisher, FoxPro, FoxBASE, Pascal
Lawson Financials
Salesforce
ERP; HRMS; EPMS, Concur, etc.

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 02/05/2024

Re:

SUBJECT:

Discussion at the request of Commissioner Broderick regarding Amusement Arcades and Arcade Amusement Centers.

Attachments

Code 125-325

125-3 Definitions

Form Review

Form Started By: Linda Cox Started On: 01/31/2024 10:56 AM

Final Approval Date: 01/31/2024

Sec. 125-325. - Amusement arcades and arcade amusement centers.

Amusement arcades and arcade amusement centers shall comply with the following regulations:

(1) *General operating standards.*

a. No amusement arcade or arcade amusement centers shall operate after the hour of 12:00 midnight and before the hour of 8:00 a.m. on weekdays, and between 2:00 a.m. and 8:00 a.m. on weekends.

b. No game shall be played by persons who are under 18 years of age.

c. No arcade amusement center shall be located within 1,250 feet of another arcade amusement center. Such distance shall be measured from closest property line to closest property line.

d. No amusement arcade or arcade amusement centers shall be permitted within the Downtown Business and Entertainment Overlay District.

e. No amusement arcade or arcade amusement centers shall be located within 250 feet of the Downtown Business and Entertainment Overlay District boundaries.

f. Alcohol sales or consumption shall be prohibited in amusement arcades and arcade amusement centers.

g. Amusement arcades or arcade amusement centers shall not exceed 9,000 square feet.

h. Amusement arcades or arcade amusement centers shall operate in full compliance with all state and federal law.

(2) *Design standards.*

a. No sign, display, or merchandise, shall be placed on or adjacent to any window if such placement would interfere with the clear and unobstructed view of the entire interior of the establishment from ground level through exterior windows.

b. Placement of game machines along front windows are prohibited.

c. Window tinting, mirrored windows, or other obscuring elements are prohibited.

d. All entrances shall be adequately lighted.

e. All amusement arcades or arcade amusement centers must post at least two conspicuous signs within the premises, and one conspicuous sign at the entrance, stating the following:

1. Minimum age requirements as described above.
2. School hours use restrictions as described above.
3. No smoking.
4. No drugs.
5. No alcohol.

f. Amusement arcades or arcade amusement centers shall provide bicycle racks within enough stalls to accommodate one bicycle for each five game machines located within the premises. Bicycle racks shall be located as close as practical to the entrance of the facility and shall not be located in a manner that obstructs any entrances, exits, sidewalks, driveways, or parking areas.

g. All amusement arcades or arcade amusement centers must provide public restrooms in accordance with applicable country health department requirements.

h. Lighting for parking lots must satisfy lighting requirements of section 125-315(g)(1) prior to the issuance of a business tax receipt.

i. Landscaping must comply with requirements of the city's landscaping ordinance prior to the issuance of a business tax receipt.

j. Sidewalks shall be installed along all public rights-of-way for properties that have arcade uses and shall be installed prior to the issuance of a business tax receipt. No location shall be exempt from sidewalk provisions contained in section 125-317.

k. Any proposed exterior change to a building used for arcade uses will be subject to city design review guidelines pursuant to section 125-314. This shall not apply to buildings located in historic districts or buildings that are individually designated.

l. Parking shall be provided at a rate of three-fourths parking spaces per machine (or three spaces for every four machines).

(3) *Permitting requirements.*

a. All amusement arcades or arcade amusement centers shall pay a fee per machine annually in conjunction with the business tax receipt. The fee shall be established by resolution by the city commission. The fee shall apply to all operating and nonoperating machines located on premises.

b. All amusement arcades or arcade amusement centers shall pay a fee per machine annually in connection with the business tax receipt. The fee shall be established by resolution by the city commission. The fee shall apply to all operating and non-operating machines located on premises.

c. An applicant for a permit to operate an amusement arcade or arcade amusement center shall submit the following information to the police department:

1. All applications shall include a list of all current owners and employees of the arcade.
2. If the city determines that any applicant lacks good moral character, it shall deny the license application. For purposes of this section, an applicant will be deemed to have good moral character if the applicant, its owners, and its employees meet the level two standards of screening set forth in F.S. § 435.04.

3. The applicant shall pay a fee established by resolution by the city commission to cover the cost of police department background checks.
4. Whenever an amusement arcade or arcade amusement center hires a new employee or changes its ownership composition, the police department shall inspect the new employee's or owner's background to ensure that the employee or owner has not been convicted of any of the crimes described in subsection (b)(2) of this section. Any failure by an amusement arcade to provide the police department with the information necessary for the officer to conduct such an inspection shall constitute a willful violation of this chapter.
5. The city may deny an application for a permit to operate an amusement arcade or arcade amusement center or may revoke a permit issued pursuant to this chapter if the applicant fails to meet any of the requirements of this section. If the city denies an application, the city shall provide reasons for the denial in writing within five days of receipt of the completed application. If the city revokes a permit issued pursuant to this chapter, the city shall provide reasons for the revocation in writing.

d. Provide an operating plan consisting of an interior layout plan drawn to scale showing the location of all machines, devices, equipment and access ways, and such other information as may be reasonably requested.

e. Amusement arcades or arcade amusement centers that serve food or provide catering services on premises must be licensed by the department of health, department of business professional regulation, or department of agriculture and consumer services.

(4) *Machine registration requirements.*

a. The permittee is required to maintain its premises a complete inventory, along with serial numbers or equivalent identification, as set forth in subsections (d) and (e) of this section, the amusement devices in operation on the premises of the amusement arcade at all times. The initial application for permit shall include a certificate of inspection by the planning department of the inventory, along with serial numbers or equivalent of identification, as set forth in subsections (d) and (e) of this section, of the machines that the permittee intents to put into operation when the amusement arcade begins its business activities.

b. Each renewal permit application shall contain a certificate of inspection of updated inventory, along with serial numbers or equivalent identification, as set forth in subsections (d) and (e) of this section, of the amusement device that the permittee intends to put into operation when the amusement arcade begins its business activities under the renewal license.

c.

Before a new amusement device is put into operation at the amusement arcade or arcade amusement center, the permittee shall notify the planning department of the addition of the device to the inventory and update its inventory accordingly.

d. Upon review of the inventory of devices under subsections (1), (2) and (3) of this section, the planning department shall enter each amusement device into a registry that the license administrator shall create. For each amusement device registered, the permit administrator shall cause to be issued and delivered to permittee for each amusement device within seven days of the notification required under subsection (c) of this section a numbered metal or plastic decal. The registration decal of each amusement device shall be affixed to the upper left front of the game in a prominent position where easily viewed by zoning inspectors, code enforcement inspectors and police. Registration decals are not transferable. The failure of any amusement device to display a current registration decal shall be a violation of this section and subject to enforcement action by the city.

e. The inventory of devices under subsections (1), (2) and (3) of this section shall provide the following information: the manufacturer serial number; common name, type or description of the game played on the machine. The registration decal shall contain the inventory number of the amusement device.

f. Each inventory of amusement devices submitted under subsections (a), (b), and (c) of this section shall be accompanied by a certificate issued by an independent testing laboratory licensed by the state pursuant to F.S. ch. 551, certifying that the game played by the skill-based amusement devices identified in the inventory meet the application of skill requirement contained in F.S. §§ 551.104(d), 551.105 and 551.107.

(5) *Waiver of distance.*

a. The city commission shall determine if the health, safety, or general welfare have been provided for with any waiver request and may impose any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

b. The city commission may not waive distance restrictions imposed by subsections (a)(4) and (a)(5) of this section.

c. The city commission shall consider the following for any waiver request:

1. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises;

2. The type and size of the establishment, including the number of machines, seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;

3. Whether adequate parking and landscaping for the facility is provided so as to meet the requirements set forth in sections 123-37 and 125-316;
4. Whether the facility is physically separated or well-buffered from all adjacent residentially zoned areas;
5. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhood;
6. The number of police calls to the proposed location and/or adjacent properties within the past year.

(6) *Preexisting amusement arcades or arcade amusement centers.*

a. Preexisting amusement arcades or arcade amusement centers will be required to immediately comply with all procedural requirements such as permitting, licensing, general operating standards, fees, and nonhardscape design standards. Hardscape design standards such as parking lots, exterior lighting, landscaping, sidewalks, etc., will be subject to a 24-month time for compliance.

(7) *Florida law compliance.* It is not the intent of this section to allow amusement arcades or arcade amusement centers that:

a. Mimic the look and feel of gambling venues which are prohibited by law.
b. Include any game, machine or device that violates any provision of state and federal law, including, but not limited to, F.S. ch. 849.
c. All amusement arcades or arcade amusement centers shall operate in full compliance with all state statute requirements and other applicable laws.

(Code 1983, § 22-71; Ord. No. L-217, § 4, 12-5-2011)

Sec. 125-3. - Definitions; generally.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

General. For the purposes of this chapter, certain words and phrases are defined as indicated in this section. Terms in the present tense include the future, the singular includes the plural and the plural the singular; the terms "shall," "will" and "must" are mandatory, and the term "may" is permissive.

Accessory use or *accessory structure* means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use. In all residential zoning districts, accessory structures shall be limited in size to no more than 25 percent of the main structure, which size limitation shall be cumulative and calculated in combination with any other existing accessory structure so that the total size of all accessory structures shall not exceed this maximum. Such accessory structures shall further not exceed the maximum building height of the existing or planned main structure. In calculating maximum building size, existing or planned attached garages shall not be considered. Detached garages which are permanently affixed to the property with a proper foundation shall not be subject to the 25 percent size limitation specified herein; provided, however, such detached garages shall conform with the applicable height restriction. Nothing in this section shall supersede lot coverage standards provided elsewhere in the Code restricting the total size of all structures which may be located on any property.

Adult congregate living facility means a facility which undertakes through its ownership or management to provide, for a period exceeding 24 hours, one or more personal services for four or more adults, not related to the owner or administrator by blood or marriage, who require such services. Personal services means in addition to housing and food service, which include, but are not limited to, personal assistance with bathing, dressing, ambulation, housekeeping, supervision, eating, supervision of self-administered medications and assistance with securing health care from appropriate sources. Any such facility shall be licensed as such by the state pursuant to F.S. § 429.07, and regulations applying thereto, as it now exists or as subsequently recodified. This definition shall not be deemed to include boardinghouses or roominghouses as defined in this section.

Alley means a public thoroughfare which affords only a secondary means of access to abutting property.

Amusement arcade means that portion of an interior premises consisting of three or more amusement devices, but no more than 49 amusement devices.

Amusement device means any table, platform, mechanical or electronic device or apparatus operated or intended to be operated indoors for amusement, pleasure, test of a skill, competition or sport, where the use or operation of which is conditioned upon payment of a consideration either by insertion of a coin, electronic card, or token in a slot or otherwise so long as the person playing does not receive anything of value or any prize in violation of state or federal law. The definition of the term "amusement device" includes, but is not be limited to, devices commonly known or simulated baseball, simulated football,

simulated basketball, simulated hockey, simulated boxing, pinball, shuffleboard, ray guns, bowling games, bumper games, skiball, electronic video games, and shall also include billiard tables and pool tables (whether coin or not). Such definition does not include a bowling alley, juke box, or other coin-operated music machine, or a mechanical children's amusement riding device.

Amusement park means a large scale permanent or transient commercially operated enterprise, the majority of which is outdoors, that supplies various forms of amusement, entertainment and recreation, such as a carnival, circus, theme park and amusement ride facility.

Aquaculture facilities means facilities for the raising, feeding, planting and harvesting of aquatic organisms.

Aquatic areas means tidal waters and wetlands and nontidal sloughs, streams, lakes and wetlands. The lands underlying the waters are also included. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

Arcade amusement center means that portion of an interior premises consisting of 50 or more amusement devices.

Arterial street means a street designated as an arterial street in the comprehensive plan.

Bankline/streamline alteration means realignment of a stream bank or the entire stream, either within or without its normal high water boundaries.

Boardinghouse (roominghouse) means an establishment, other than an adult congregate living facility or a health care facility, with lodging for four, but not more than nine persons. There shall be no provision for cooking in individual sleeping rooms but meals may be regularly prepared and served for compensation, provided the food is placed upon the table family-style without service or ordering individual portions from a menu.

Building means any structure, temporary or permanent, having a roof impervious to weather and a fixed base on a fixed connection to the ground and which is used or built for the shelter or enclosure of persons, animals or property of any kind.

Building height means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the center height between the highest and lowest points of other types of roofs.

Business service establishments means businesses primarily engaged in rendering services; other than professional, educational, repair or contract construction services; to other business establishments. These services include, but are not limited to, employment services, advertising services, consumer credit and reporting services, collection services, mailing services and building maintenance services.

Collector street means a street designated as a collector street in the comprehensive plan.

Commercial off-street parking lot means any area, other than a public right-of-way, which is used for the parking of cars and is available to the public for a fee and which includes all of the space needed for the movement of vehicles and people, landscaping and access drives.

Communication service establishments means businesses primarily engaged in communications activities, including newspaper and printing services, television and radio services and telephone and telegraph services.

Comprehensive plan means the comprehensive development plan for the city adopted by the city commission, comprised of plans, maps, reports or any combination thereof which relates to the future economic and physical growth and development or redevelopment of the city.

Condo hotel means a building constructed, maintained, operated and managed as a hotel or resort hotel in which each sleeping unit in the facility is individually owned and in which all sleeping units are available for transient occupancy, i.e., daily, weekly or monthly rent and where the structure, common areas and facilities are owned by all owners on a proportional individual basis.

Conventional home/mobile home subdivision means a subdivision in which the principal uses of property are limited to conventional single-family dwellings, mobile homes and community facilities by the subdivision covenants.

Cul-de-sac means a street with only one outlet which has a vehicular turnaround at the opposite end from the outlet.

Day care center means an establishment where six or more children, other than members of the family occupying the premises, are cared for away from their own home by day or night, except foster homes.

Density, gross, means the number of dwelling units per gross acre of land, determined by dividing the total acreage within the lot or parcel excluding aquatic areas but including portions of the property which are or are proposed to be streets, sites dedicated to a governmental body for public use and other common areas.

Density, net, means a term which refers to the number of dwelling units per net acre of land and which is determined by dividing the number of dwelling units by the total acreage within the lot or parcel excluding aquatic areas and streets.

Dike means a structure designed and built to prevent inundation of nonaquatic areas by water.

Dock/moorage facilities means a pier or secured float for boat tie-up or other water use, often associated with a specific land use on the adjacent shoreland, such as a residence, a group of residences, a commercial use or a light industrial facility. Small, commercial moorages (less than 15 berths) with minimal shoreside services and no solid breakwater are also included in this category. Floathouses, which are used for boat storage, net-drying and similar purposes, are also included in this category.

Dredged material disposal means the deposition of dredged material in aquatic areas or shorelands. Methods include land disposal, in-water disposal, in-water disposal to create land, beach nourishment, flow-land disposal, ocean disposal and other in-water disposal.

Dredging means the removal of sediment or other material from a stream, river, estuary or other aquatic area for the purpose of deepening a navigation channel, mooring basin or other navigational areas, or obtaining fill material.

Duplex means a building containing only two dwellings.

Duplex subdivision means a subdivision in which the principal uses of property are limited to duplexes and community facilities by the subdivision covenants.

Dwelling rental (dwelling unit) means one or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

Dwelling unit means one or more rooms, designed, occupied, or intended for owner occupancy, or rental for six months or longer in R-1 and R-2 residential zoning districts, used as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, single-family, means a building containing only one dwelling.

Dwelling, townhome, means a single dwelling unit attached by at least one, but no more than two, party wall along more than 50 percent of the maximum depth of the unit to one or more other dwelling unit on a continuous foundation, with said party wall being centered on the common property line between adjacent lots.

Educational service establishments means businesses primarily engaged in education, including, vocational and trade schools, business and stenographic schools, art and music schools, dancing schools and correspondence schools.

Family means an individual or two or more persons related by blood, marriage, legal adoption or legal guardianship, living together as one housekeeping unit using one kitchen, or a group of not more than two unrelated persons living together as one housekeeping unit using one kitchen.

Farmers market complex means an establishment or group of establishments primarily engaged in rendering agricultural sales and services including distribution, wholesale and retail sale of produce and related merchandise, agricultural tourism, training and education, and compatible uses. Such uses include, but are not limited to, retail and wholesale produce markets, agricultural products and food distribution, wholesale bakeries, cafeterias which are intended primarily for use by employees of surrounding

businesses, enclosed livestock and equestrian facilities designed for special events and educational service establishments and laboratories for agricultural training classrooms, greenhouses, and aquaculture facilities.

Farmstand sales establishment means a business which is contained within a permanent building with restroom facilities and which is engaged in the wholesale and retail sale of produce and related merchandise to customers. The business shall be located contiguous to an active agricultural use and shall not be located on Indian River Drive.

Fast food establishment means a restaurant which dispenses food at a walk-up window, drive-up window, at parked vehicles or at an indoor counter to be consumed outdoors on the premises or off the premises. Any establishment with one or more of the service methods described above shall be termed a fast food establishment notwithstanding that tables, booths or counter seating is provided indoors for the consumption of food.

Fence means a freestanding accessory structure, designed and intended to serve as a barrier or as a means of enclosing a structure, yard or other area, or to serve as a boundary feature separating two or more properties.

Finance establishments means businesses primarily engaged in offering financial services, such as those provided by banks; savings and loan associations; credit unions; security and commodity brokers, dealers and exchanges; and holding and other investment companies.

Gasoline service station means a business primarily engaged in the retail dispensing of automotive fuels and oil and where grease, batteries, tires and other automobile accessories may be dispensed at retail principally for automobiles, and where various automotive and convenience services may be provided, except restaurant services, major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition and operation of a commercial off-street parking lot.

Grade (ground level) means the average elevation of the finished ground at the centers of all walls of the buildings, except if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground elevation.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls excluding public corridors, common restrooms, attic areas with a headroom of less than seven feet, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to building machinery and equipment (such as air conditioning, ventilating or heating), parking structures and basement space where the ceiling is not more than an average of six feet above the general finished and graded level of the adjacent portion of the lot.

Guest house means a dwelling unit in a building separate from, and in addition to, the principal residential building on a lot, but not exceeding 50 percent of the floor area of said principal residential building, intended for intermittent or temporary occupancy.

Hazardous liquids means liquids which are dangerous to people's health because of toxicity, flammability, explosiveness or other characteristics.

Home occupation means an accessory use of a dwelling unit as set out in section 125-318.

Hospital means a building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include, as accessory uses, laboratories, out-patient services, training facilities, central service facilities and staff facilities.

Hotel means a facility offering transient lodging accommodations to the general public and providing additional services, such as restaurants, meeting spaces, entertainment, and recreational facilities.

Impervious surfaces means any surface which has been altered, covered or controlled resulting in the virtual elimination of the infiltration and percolation of water to the underlying soils. The term "impervious surfaces" includes most conventionally surfaced streets, roofs, sidewalks, parking lots and similar facilities.

Indoor amusement, entertainment and/or recreation facilities means enclosed facilities, which for each wall face have no entrance/exit points wider than five feet or 20 percent of the main wall face, whichever is greater, pertaining to amusement entertainment and/or recreational activities, such as theaters, bowling alleys, pool halls, dance halls and indoor tennis court, handball and swimming pool facilities. This shall not include adult establishments or amusement arcades.

Junkyard means a "junkyard" as defined and regulated in chapter 22, article VII.

Kennels means any premises, except where accessory to an agricultural use, where five or more dogs or other domestic animals which are not sick or injured and are four months in age or older are boarded for compensation, cared for, trained for hire, kept for sale, or bred for sale, but not including veterinary clinics.

Land means ground, water, marsh and swamp.

Land transportation facilities means highways, railroads, bridges and associated structures and signs which provide for land transportation of motorized and/or nonmotorized vehicles.

Landscaping means living material, such as, but not limited to, grass, ground covers, shrubs, vines, hedges and trees (including palms) and nonliving durable material commonly used in landscaping such as, but not limited to, bark chips, rocks, pebbles, sand and fences, but excluding paving.

Limited cooking facilities means a collection of customary appliances which may include sinks, wet bar areas, refrigerators and microwave ovens provided in transient lodging accommodations for the use, enjoyment and convenience of transient occupants but specifically excluding dish washers, stoves and

ovens.

Lot means a parcel, plot or tract of land of at least sufficient size to meet the minimum requirements of this chapter (provided that certain nonconforming lots of record at the effective date of these regulations (June 22, 1981) or their amendment are exempted from certain provisions in accordance with section 125-70).

Lot area means the total horizontal area within the lot lines of a lot exclusive of aquatic areas and streets.

Lot, corner, means a lot abutting on two or more streets at their intersection.

Lot coverage means the portion of the lot area which is covered by a building.

Lot depth means the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Lot, double frontage, means a lot having a frontage on two nonintersecting streets as distinguished from a corner lot.

Lot line means a property line separating a lot from property outside the lot.

Lot of record means a lot which is part of a subdivision, recorded in the office of the county clerk in the county, or a lot described by metes and bounds, the description of which has been recorded in such office.

Lot, waterfront, means any lot or parcel of land which abuts or adjoins any navigable waterway, river, cove, stream, canal, lake or other navigable body of water.

Lot width means the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost point of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Low intensity recreation means small scale recreational improvements involving a relatively minimal capital investment and no structures over 500 square feet in size. Examples of the types of small scale facilities involved are trails, picnic tables, restrooms, viewing platforms, shelters and small piers.

Major utility means towers, power generating plants, facilities and lines of communication and power transmission; solid waste disposal; waste water treatment plants; water treatment plants; storm water and treated waste water outfalls (including industrial); major water, sewer and gas lines, excluding any such lines used for direct distribution to or collection from customers.

Marinas means facilities which provide moorage, launching, storage, supplies and a variety of services for recreational, commercial fishing and charter fishing vessels. They are differentiated from docks/moorages by their larger scale, the provision of significant landside services and/or the use of a solid breakwater (rock, bulkheading, etc.).

Mean high tide line means the mean high water line as determined according to F.S. ch. 177, pt. II (F.S. § 177.25 et seq.).

Mobile home means a structure, transportable in one or more sections, which has a body eight feet or more in width, is built with a chassis, is designed to be used as a permanent residence when connected to the required utilities and includes plumbing, heating and electrical systems suitable for a residence.

Mobile home park means a place where two or more mobile homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or offer space free in connection with securing the trade or patronage of such person.

Mobile home subdivision means a subdivision in which the principal uses of property are limited to mobile homes and community facilities by the subdivision covenants.

Motel means a facility offering transient lodging accommodations to the general public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Multifamily housing development means any development which within two calendar years will have five or more dwelling units on a lot.

Multimodal transit center means transportation facility that connects multiple modes of transportation to include, but not limited to, walking, cycling, automobile and public transit.

Navigational structures means structures such as pile dikes, groins, fills, jetties and breakwaters that are installed to help maintain navigation channels, control erosion, or protect marinas and harbors by controlling water flow, wave action and sand movement.

Breakwaters may be of rock, steel, concrete or piling, or the floating kind. They are used to protect harbors and marinas against waves and currents.

Fills means placements by man of sediment or other material (excluding solid waste) in an aquatic area to create new shorelands or on shorelands to raise the elevation of the land.

Groins means analogous to pile dikes, but are constructed from rocks. They can withstand more intensive wave action than pile dikes, are often used on beaches, where they exert a strong influence on sand transport and extend from the backshore seaward across the beach.

Jetties means the largest of all navigational structures; they are made of rock or concrete and are used to stabilize the channel and improve the scour at the mouth of an estuary. They must be able to withstand extreme wave conditions and may alter longshore sand transport for many miles along the coast.

Pile dikes means flow-control structures that are used primarily in river systems and are made of closely spaced piling connected by timbers; usually they are perpendicular to the shore. They are constructed to increase scour in the navigation channel and/or control shoreline erosion by interrupting sand transport and encouraging sedimentation in the sheltered lee of the pile dike. A single pile dike is unusual; they are generally constructed in groups.

Parking space means an enclosed or unenclosed area exclusive of maneuvering and access area, permanently reserved for the temporary storage of one automobile, and connected with a drive, street or alley which affords ingress and egress for automobiles.

Person means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.

Personal service establishments means businesses primarily engaged in providing services involving apparel or the care of a person (other than health care), including laundering and dry-cleaning services (except those which primarily serve other businesses), beauty and barber services, garment alterations and funeral homes. This definition shall not include adult massage parlors.

Professional service establishments means businesses primarily engaged in providing services such as the following: medical and other health services; legal services; engineering and architectural services; and accounting, auditing and bookkeeping services.

Property owner means one who possesses title to real property or to whom real property belongs with the requisite intent to own.

Public use means a structure or use intended or used for a public purpose by a city, school district, county, state or by any other public agency or by a public utility.

Public utility structures means a building or structure which is used to provide telephone, power, gas, oil, water or wastewater services and which belongs to a governmental body or to a public organization vested with public/governmental interest and subject to governmental regulations. Aboveground facilities such as electric or gas substations, water tower, pump station, switching station, equipment storage and material storage which are not limited to an interior wall but to a perimeter fence or property line for zoning regulations.

Quadraplex means a building containing only four dwellings.

Railroad passenger station means a facility, either light or heavy rail, for the boarding of passengers and related ticketing sales and offices.

Recreational vehicle means a vacation trailer or other vehicular or portable unit which is either self-propelled or towed or is carried by a motor vehicle and which is intended for human occupancy, is designed for vacation or recreation purposes (not residential), and including, but not limited to, travel trailers,

camping trailers, truck campers and motor homes.

Recreational vehicle park means an area which is designed to accommodate the parking of recreational vehicles.

Repair service establishments means business primarily engaged in repairing items and which undertake no more than a minimal amount of manufacturing.

Replacement value means the estimated current replacement cost of the building or structure in kind, as such structure existed before the damage occurred. The cost shall be determined by using the most recent building valuation data for the state as compiled by the International Code Counsel (ICC) using the Marshall Evaluation Service, as published by the Marshall and Swift Publication Company, Los Angeles, California, or the contract price given the applicant by a licensed contractor, whichever is higher.

Resort hotel means a tourist-oriented destination resort facility offering transient lodging accommodations with sleeping units available to the general public in conjunction with marine, aquatic, golf or other recreational amenities, including, but not limited to, organized programs, activities, camps and excursions for both adults and/or children, fitness and spa facilities, as well as other services and amenities including restaurants, meeting, conference and/or banquet facilities as well as entertainment where such sleeping units are intended for the exclusive use as transient lodging accommodations.

Resource enhancement means the use of artificial or natural means to improve the quantity or quality of a specific resource.

Retail sales establishments means businesses which are primarily engaged in selling merchandise to customers for personal, household or farm use (including incidental manufacturing and repairing of goods on the premises; provided, however, that the space devoted to manufacturing and repairing does not exceed 20 percent of the gross floor area of the establishment) such as restaurants, bars, grocery stores, bakeries, department stores, clothing stores, fabric shops, luggage stores, gift shops, jewelry stores, florist shops, camera shops, record stores, toy stores, bookstores, newsstands, stationery stores, drugstores, sporting goods stores, furniture stores, appliance stores, hardware stores, auto parts stores, gasoline service stations, bicycle shops and auto sales facilities. This definition shall not include adult bookstores, adult dancing establishments or other adult establishments.

Semi-public use means a structure or use intended or used for a semi-public purpose by a church, lodge, club or any other nonprofit organization.

Shopping center means two or more commercial establishments which as a group contain a minimum of 15,000 square feet of gross floor area and which are built on a site under unified legal control.

Shoreline stabilization means the protection of the banks of tidal or nontidal stream, river or estuarine waters by vegetative or structural means.

Shrub means a self-supporting, woody, evergreen species, as normally grown in the county.

Sign means a sign as defined and regulated in chapter 117.

Slaughterhouse means an enclosed building where animals are slaughtered for commercial gain or compensation.

Sleeping unit means one or more rooms designed, occupied, or intended for occupancy as transient lodging accommodations with limited cooking, and sanitary facilities provided within the sleeping unit for the exclusive use as transient lodging accommodations.

Street means the entire width of a public or private thoroughfare between property lines which affords the principal means of access to abutting property, except for some corner lots.

Structure means something constructed or erected on the ground, attached to something located on the ground or requiring construction or erection on the ground, such as buildings, billboards and fences.

Structure alteration means any change in the supporting members of a building, such as bearing walls, bearing partitions, column beams or girders, or any complete rebuilding of the roof or any extension wall.

Student housing means a permanent building consisting of separate sleeping rooms and a common area with a kitchen. A sleeping room is defined as an area with one bed which is intended for one person. The building may contain uses consistent with student housing such as restaurants, cafes, coffee shops, laundry services, and food shops. Tenants occupying the rental units must be students attending colleges, universities, or institutions of higher learning. Parking shall be a minimum of one parking space per two sleeping rooms. Bicycle parking shall be a minimum of one bicycle space per two sleeping rooms. Sleeping rooms in student housing are not subject to density, dwelling unit, or gross floor area definitions of this section. Criteria to be considered in approving a conditional use application for student housing may be found in Resolution No. 09-28. A transit fee shall be paid at the time of issuance of a certificate of occupancy or as directed by the city. This fee shall be adopted by resolution.

Townhome development means a series of townhome units proposed on one or more parcels which, prior to replatting, has a contiguous frontage of at least 200 feet along a public roadway. The maximum length of contiguous building line in a townhome development is 200 feet. The townhome development shall be exempt from section 121-11(e).

Transit stop means an intermediate stop along a public transportation route where passengers or goods are loaded or unloaded that is of a smaller scale than a rail station or intermodal station and primarily oriented to interface with pedestrian modes.

Trees means self-supporting woody plants and palms of species which normally grow to an overall height of a minimum of 15 feet in the county.

Triplex means a building containing only three dwellings.

Use means the purpose for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Vehicular use area means any area used for the display or parking of any and all types of vehicles (including boats and heavy construction equipment) whether or not the vehicles are self-propelled and any land upon which vehicles traverse the property as a function of the primary use.

Water-dependent means uses and activities which can only be carried out on, in or adjacent to water, and the water location or access must be needed for one of the following:

(1) Waterborne transportation (navigation, moorage, fueling and servicing of ships or boats, terminals and transfer facilities, resource material receiving and shipping);

(2) Recreation (active recreation such as swimming, boating or fishing or passive recreation such as viewing or walking);

(3) A source of water (energy production, cooling of industrial equipment or wastewater or other industrial processes); or

(4) Marine research or education (viewing, sampling, recording information, conducting experiments or teaching).

Water-related refers to uses and activities that do not require water access (are not water-dependent), but may be appropriate as consistent with other development criteria because:

(1) They provide goods and/or services that are directly associated with water-dependent uses (supplying materials to, using products of or offering commercial or personal services to water-dependent uses);

(2) A location other than adjacent to the water would result in a public loss of quality in the goods and services offered (evaluation of public loss of quality will involve a subjective consideration of economic, social and environmental consequences of the use).

Water reservoirs and control structures means bodies of water collected and stored in a natural system or artificial structure that serve as reserve water supplies or storm/wastewater storage areas and facilities associated with controlling these waters.

Wholesale trade establishments means businesses which generally have substantial quantities of merchandise on the premises and which are primarily engaged in selling merchandise to other wholesalers, retailers, manufacturers, other businesses, governments or institutions.

Yard means:

(1) A required open space, which is unobstructed from the ground upward except as otherwise allowed in this chapter and except for fences, walls, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary and

furniture which will not violate height limitations and requirements limiting obstruction of visibility.

(2) The depth of a front, rear, side or special yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip of the minimum depth required by district regulations.

Yard, front, means a yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the planning director based on the location of any abutting arterial or collector streets, the prevailing yard patterns and the lot depth requirements of the zone.

Yard, rear, means a yard extending across the rear of the lot between inner side yards. On all lots, the rear yard shall be at the opposite end of the lot from the front yard.

Yard, side, means a yard extending from the interior (rear) line of the front yard to the rear lot line, except where it extends between the front yard and a special yard, a special yard and the rear yard, or two special yards.

Yard, special, means a yard behind any required yard adjacent to a street required to perform the same function as a side or rear yard, but adjacent to a lot line and so placed or oriented that neither the term "side yard" nor the term "rear yard" clearly applies. In such cases, the planning director shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

(Code 1983, § 22-3; Ord. No. H-186, § 30-3(1)—(105), 6-15-1981; Ord. No. I-10, §§ 1—13, 6-6-1983; Ord. No. I-26, §§ 6—8, 8-15-1983; Ord. No. I-147, § 1, 2-3-1986; Ord. No. I-283, § 1, 5-16-1988; Ord. No. I-406, § 1, 12-3-1990; Ord. No. J-126, § 1, 12-19-1994; Ord. No. J-420, § 3, 4-20-1998; Ord. No. K-114, § 1, 10-15-2001; Ord. No. K-413, § 2, 4-20-2006; Ord. No. K-464, § 1, 11-18-2006; Ord. No. K-441, § 2, 1-16-2007; Ord. No. L-12, § 1, 5-5-2008; Ord. No. L-71, § 1A, 1-5-2009; Ord. No. L-82, § 1, 4-20-2009; Ord. No. L-97, § 1, 11-16-2009; Ord. No. L-217, §§ 1, 2, 12-5-2011; Ord. No. L-263, § 2, 8-20-2012; Ord. No. L-267, § 1, 11-5-2012)