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

CITY COMMISSION AGENDA

Regular Meeting - Monday, April 15, 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 -** Harry Shaw with Good News Missionary Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the April 01, 2024 Regular Meeting

6. **PROCLAMATIONS**

   a. National Crime Victims' Rights Week

   b. National Student Leadership Week

   c. Mental Health Awareness Month

7. **LETTERS TO COMMISSION**

   a. Letter from JoAnne Calderone and Scott Gledhill commending Dean Kubitschek for his capable management of the City Marina and his staff, Anne Bowen and Kyle Kauffman, for their competence and responsiveness.

   b. Letter from Hazel Grant expressing her gratitude for Grant Administration Division Teresa Miller’s kindness and assistance.

   c. Letter from Eve-Lyn Forbes recognizing Solid Waste employee Ted Libby for being talented, taking pride in his work, and having a good work ethic.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of the first amendment to Continuing Contract RFQ 2019-027 for Professional Engineering Services to Captec Engineering, Inc. to include required contract provisions.

b. Approval of the Arts and Culture Advisory Board's recommendation to approve the Rotary Club's request for the installation of a Peace Pole at Gazebo Park.

c. Approval of award of the Indian Hills Golf Course (IHGC) Site Expansion construction project to the low bidder, PRP Construction, LLC, in an amount not to exceed $757,149.80.

d. Approval for the Mayor to sign the Title VI Nondiscrimination Assurance document and authorize the Engineering Department to have same posted on City's Website as required.

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. ***Application withdrawn by Applicant"** *CONTINUED FROM MARCH 18, 2024* Quasi-Judicial Hearing - Review and approval of a conditional use with no new construction application submitted by One Eleven Orange, LLC, in respect of a proposed 'Family Amusement Center' to be located within the full main level in the Second Generation Space at 111 Orange Ave. Parcel ID: 2410-509-0002-000-1.

b. Legislative Hearing - Ordinance 24-003 Establishing the Sunrise Community Development District. SECOND READING

c. Legislative Hearing - Ordinance 24-006 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-322, Fences, Walls, and Hedges; Installation, Replacement and Maintenance, to allow fences greater than 6ft in height to be erected adjacent to Railroad or Railroad Right-of-Way. SECOND READING.

d. Legislative Hearing - Ordinance 24-007 - Amending the Code of Ordinances of the City of Fort Pierce at Chapter 123 - Vegetation, Section 123-6 - Required Bond, to remove the requirement for a Landscape Bond and to require the approval of a Landscape Maintenance Agreement; and to amend section 123-7, - Enforcement, to require an annual landscape inspection. SECOND READING.

e. Legislative Hearing - Ordinance 24-008 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-313 - Major and Minor Site Plan Application, to increase the threshold for Minor Site Plan. SECOND READING.

f. Legislative Hearing - Ordinance 24-009 - Final Budget Amendment of the FY 2022-23 General Fund Budget. SECOND READING

g. *POSTPONED FROM MARCH 18, 2024* Quasi-Judicial Hearing - Review and approval of an application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

13. **CITY COMMISSION**

a. Resolution 24-R18 approving FPUA's FY2022-2023 Final Budget Amendment

b. Resolution 24-R19 accepting the Fort Pierce Utilities Authority Comprehensive Annual Financial Report for FY2023 and annual distribution.

c. Resolution 24-R22 accepting City Audit on all funds for the fiscal year ended September 30, 2023, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

d. Resolution 24-R24 authorizing the execution of a State Funded Grant Agreement with the Florida Department of Transportation for the improvements along Avenue D from North 29th Street to US 1.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

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

Meeting Date: 04/15/2024

Re: Approval of the Minutes from the April 01, 2024 Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the April 01, 2024 Regular Meeting

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

04.01.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 04/08/2024 03:13 PM

Final Approval Date: 04/08/2024

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, APRIL 01, 2024.

1. CALL TO ORDER

Mayor Hudson called the April 01, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Director of Administrative Services, Devoshay Johnson

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of Minutes from March 18, 2024 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes of the March 18, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Functional Neurological Disorder Awareness Month

7. **LETTERS TO COMMISSION**

a. Dianne S. McKee sent an email recognizing the following Public Works Parks & Grounds employees for their exceptional productivity and customer service skills: Chris Dimaio, Troy Hall, and Mike Bombulas.

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

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

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.

None

10. MISCELLANEOUS REPORTS

a. Boys & Girls Clubs of St. Lucie County Youth of the Year Presentation

Will Armstead, CEO, Boys & Girls Club of St. Lucie County, presented the St. Lucie County Youth of the Year Enrique Rosario.

11. CONSENT AGENDA

a. Approval of Specific Authorization No. 6 to RFQ 2019-027 for Professional Engineering Services for Kimley Horn & Associates, Inc for updates of the construction plans for 13th Street Improvements from Georgia Avenue to Orange Avenue in the amount of $69,840.00.

b. Approval of a piggyback agreement with Cintas for the purchase of AED machines and a service contract in the annual amount of $15,048.00 for five years.

c. Approval of letter of support to Governor Ron DeSantis of HB 1023, sponsored by Representative Dana Trabulsy, regarding inmate medical expenditures in an effort to effectively manage public funds.

d. Approval of an Interlocal Agreement between the Fort Pierce Police Department, Saint Lucie County Sheriff's Office, Port Saint Lucie Police Department, Saint Lucie County Fire District, and Saint Lucie County for a shared Computer Aided Dispatch (CAD) and Records Management System (RMS).

e. Approval of travel for Commissioner Curtis Johnson to attend the FLC IEMO II in Altamonte Springs, Florida from April 11, 2024, to April 13, 2024, in the amount of $1042.74.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the Consent Agenda.

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. Legislative Hearing - Ordinance 23-057 - An ordinance amending the code of ordinances of the City of Fort Pierce, Florida; amending the future land use map of the comprehensive plan to change the designation of property generally located at the northeast corner of Selvitz Road and Devine road and west of Christensen road, from low density residential, RL, to mixed use development, MXD. Parcel ID's: 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 - SECOND READING

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

ORDINANCE NO. 23-057
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THREE (3) PARCELS GENERALLY LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (MXD) MIXED USE DEVELOPMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Staff Presentation:
Vennis Gilmore, Assistant Planning Director, presented the ordinance amending the code of ordinances of the City of Fort Pierce, Florida; amending the future land use map of the comprehensive plan to change the designation of property generally located at the northeast corner of Selvitz Road and Devine Road and west of Christensen Road, from low density residential, RL, to mixed-use development, MXD.

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

Questions of Staff
The Commission inquired on County recommendations and the interpretation of specific comments in the application.

Kevin Freeman, Planning Director, commented on the two applications that will be presented and clarified the proposed development program based on the analysis for best use.

Mayor Hudson opened the public hearing.

Dan Sorrow, Cotleur & Hearing, provided additional information on the application and the change to MXD land use.

Jane Rowley -Consider the proposed use.

Mickey Sigmon- Consider the proposed use.

Jill Sunderland - Consider the proposed use.

Gabriele Klaesen- Consider the proposed use.

Mayor Hudson closed the public hearing.

Commission Discussion:

The Commission commented on the twelve driveways, the conditions of the road, mixed-use, traffic, the next steps if future land use does not pass, and other possible land uses.

Mr. Freeman explained the outcome if future land use does not pass and other possible land uses as the applicant had proposed other uses.

Mr. Mimms recommended Mr. Freeman review the additional proposed uses with the Commission.

Mr. Freeman explained the additional options, including leaving it with the current land use and the current legislature.

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

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

b. Legislativel Hearing - Ordinance 23-058 - An ordinance by the City Commission of the City of Fort Pierce amending the city's zoning atlas and establishing a zoning designation of planned development (PD) for three (3) parcels containing approximately 122.8 acres and being generally located at or near the northeast corner of Selvitz Road and Devine road and west of Christensen road in Fort Pierce, Florida;
Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - SECOND READING

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

ORDINANCE NO. 23-058
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE CITY'S ZONING ATLAS FROM (R-1) SINGLE-FAMILY LOW DENSITY ZONE AND ESTABLISHING A ZONING DESIGNATION OF (PD) PLANNED DEVELOPMENT FOR THREE (3) PARCELS containing approximately 122.8 acres and being LOCATED AT OR NEAR THE NORTHEAST CORNER OF SELVITZ ROAD AND DEVINE ROAD AND APPROXIMATELY 1600 FEET NORTH OF DEVINE ROAD in Fort Pierce, Florida; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Motion was made by Commissioner Curtis Johnson, seconded by Commissioner Broderick to continue for sixty days for staff review.

Motion was withdrawn.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to revisit Ordinance No. 23-058 with up to (60) sixty days for staff review.

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

c. Legislative Hearing - Ordinance 24-001, Amending Chapter 103, Division I, Section 103-24, Subsection (a), providing Local Administrative Amendments to the 8th Ed. Florida Building Code with regard to Scope and Administration. SECOND READING

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

ORDINANCE NO. 24-001
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, DIVISION I, SECTION 103-24, SUBSECTION (a) TO PROVIDE FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE (FBC), 8TH EDITION (2023) IN THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-001.

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

Passed

d. Legislative Hearing - Ordinance 24-004 providing for a Zoning Atlas Map Amendment by owner Ubilla-Duque Holdings, LLC., of one (1) parcel of land to change "Area 1" zoning classification from Commercial, General CG, to General Commercial, C-3, and "Area 2" zoning classification from Residential Multi-Familu (RM-11), to Residential High (R-5) generally located at 3307 S US Hwy 1 Fort Pierce, FL 34982. Parcel IDs: 2427-601-0050-000-7. SECOND READING

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

ORDINANCE NO. 24-004
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, REZONING A TOTAL OF +/- 3.72 ACRES OF PROPERTY GENERALLY LOCATED AT OR NEAR 3307 S US HWY 1 IN ORDER TO REZONE +/-2.66 ACRES (“AREA 1”) OF THE PROPERTY FROM COUNTY ZONING OF COMMERCIAL, GENERAL (CG) TO CITY ZONING OF GENERAL COMMERCIAL (C-3) AND TO REZONE +/- 1.05 ACRES (“AREA 2”) OF THE PROPERTY FROM COUNTY ZONING OF RESIDENTIAL MULTI-FAMILY (RM-11) TO RESIDENTIAL HIGH (R-5); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-004.

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

Passed

e. Legislative Hearing - Ordinance 24-005: Review and approval of a voluntary annexation by Owner, Harry Blue, to extend the territorial limits of the City of Fort Pierce, Florida, to include four (4) parcels at or near the southwest intersection of South 7th Street and Kanner Drive on Duban Terrace. The proposed Future Land Use for the proposed properties is RH, High Density Residential, with a proposed zoning of R-4, Medium Density Residential. Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. SECOND READING

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

ORDINANCE NO. 24-005
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE FOUR (4) PARCELS AT OR NEAR SOUTHWEST OF THE INTERSECTION OF S. 7TH STREET AND KANNER DRIVE ON DUBAN TERRACE, PARCEL IDS: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-005.

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

Passed

f. Legislative Hearing - Ordinance 24-003 Establishing the Sunrise Community Development District. FIRST READING

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

ORDINANCE NO. 24-003
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and

services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

RECOMMENDATION:
Adopt Ordinance 24-003

Mayor Hudson opened the public hearing.

Jere Earlywine, Kutak Rock LLP, provided a summary of the community development district.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-003.

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

Passed

g. Legislative Hearing - Ordinance 24-006 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-322, Fences, Walls, and Hedges; Installation, Replacement and Maintenance, to allow fences greater than 6ft in height to be erected adjacent to Railroad or Railroad Right-of-Way. FIRST READING.

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

ORDINANCE NO. 24-006
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

A proposed amendment to allow fences up to 8 feet in height on the rear yard boundary adjacent to railway lines or railroad ROW.
At its March 11th meeting, the Planning Board recommended that the increased height be permitted at the rear property line adjacent to Railroad Right-of-Way only. The proposed code change has been amended accordingly.

The proposed text amendment:
(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setback shall remain as provided within this section.

RECOMMENDATION:
Staff recommend APPROVAL of this proposed amendment to Sec. 125-322.

Kevin Freeman, Planning Director, presented the amendment allowing for 8-foot fences in conjunction with a railway.

Commissioner Curtis Johnson inquired on the material of the proposed fencing.

Mr. Freeman commented that the type of material was not specified.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-006.

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

Passed

h. Legislative Hearing - Ordinance 24-007 - Amending the Code of Ordinances of the City of Fort Pierce at Chapter 123 - Vegetation, Section 123-6 - Required Bond, to remove the requirement for a Landscape Bond and to require the approval of a Landscape Maintenance Agreement; and to amend section 123-7, - Enforcement, to require an annual landscape inspection. FIRST READING.

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

ORDINANCE NO. 24-007
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123- 7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING
Kevin Freeman, Planning Director, presented the proposed amendment.

It is therefore proposed to remove the requirement for a Landscape Bond and replace the requirement with a Landscape Maintenance Agreement. The Landscape Maintenance Agreement shall be attached to the approved Landscape Plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-37, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

The Landscape Maintenance Agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).

The Planning Department will undertake annual inspections of major landscaping installations on an annual basis.

RECOMMENDATION:
Staff recommend APPROVAL of the proposed amendment to the City Code of Ordinances at Sec. 123-6.

Mayor Hudson commented that she appreciated that this was brought before the Commission and requested clarification on the annual monitoring component.

Commissioner Jeremiah Johnson inquired if the application attached to the landscape plan come back before the Commission and requested clarification on an amendment to the application and language on whom is designated to evaluate concerns.

Mr. Freeman provided clarification on the purpose of an amendment to the application.

Ms. Hedges commented that violations will go before the Magistrate.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-007.

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

Passed

i. Legislative Hearing - Ordinance 24-008 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-313 - Major and Minor Site Plan Application, to increase the threshold for Minor Site Plan. FIRST READING.

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

ORDINANCE NO. 24-008
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII – SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-313 – MAJOR AND MINOR SITE PLAN APPLICATION TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kevin Freeman, Planning Director, presented the proposed amendment.

A proposed amendment to increase administrative thresholds for site plan review of Residential, Mixed-Use and Commercial Development.

The City Commission, based on recommendations of the Development Review Task Force, directed staff at the October 9th, 2023, City Commission Conference meeting, to propose an amendment to the major/minor site plan application thresholds such that Major Site plans will be considered as:
a. A residential project which exceeds 50 (existing code=20) total dwelling units; or
b. A non-residential or mixed-use development over 10,000 (existing code =4,000) square feet in area.

Thus increasing the thresholds for minor site plans.

RECOMMENDATION:
Staff recommend APPROVAL of the amendment to Sec. 125-313.

Commissioner Broderick commented on his confidence in moving forward with the proposed amendment.

Commissioner Jeremiah Johnson on the efficacy of the proposed amendment.

Mayor Hudson commented that the City is ready for this now as it offers balance.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-008.

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

Passed

j. Legislative Hearing - Ordinance 24-009 - Final Budget Amendment of the FY 2022-23 General Fund Budget. FIRST READING

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

ORDINANCE NO. 24-009
AN ORDINANCE AMENDING THE 2022-23 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2022-23 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING
SUMMARY:

Johnna Morris, Finance Director, presented the proposed budget amendment.

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:
City Commission approve the budget amendment ordinance.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-009.

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

Passed

13. CITY COMMISSION

a. Resolution 24-R12 authorizing the execution of the sale and development agreement for 706 N. 20th Street

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

RESOLUTION NO. 24-R12
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 706 NORTH 20TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS;; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Fort Pierce is the owner of real property located at 706 N 20th Street, identified by Parcel IDs: 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 City on April 19, 2021, via Resolution 21R-18. The City Commission awarded the property on February 5, 2024, to Sunrise City Concrete Services, Inc for the development of a 3 bedroom 2 bathroom single family home. The purchase price is $3,000.00.

RECOMMENDATION:
Staff recommends approval to execute the Surplus Property Sale Agreement for 706 N 20th Street.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R12.

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

Passed

b. Resolution 24-R13 authorizing the execution of the sale agreement for 1204 Avenue E.

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

RESOLUTION NO. 24-R13
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1204 AVENUE E, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

The City of Fort Pierce is the owner of real property located at 1204 Avenue E, identified by Parcel IDs: 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 City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to Telco Investments, LLC for the development of a 3-bedroom, 2-bathroom four plex multifamily home. The purchase price is $25,000.00.

RECOMMENDATION:
Staff recommends approval to execute the Surplus Property Development Agreement for 1204 Avenue E.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R13.

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

Passed

c. Resolution 24-R14 authorizing the execution of the sale agreement of 1620 Avenue E.

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

RESOLUTION NO. 24-R14
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1620 AVENUE E, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.
The City of Fort Pierce is the owner of real property located at 1620 Avenue E, identified by Parcel IDs: 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 City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to Sunrise City Concrete Services, Inc for the development of a 3-bedroom 2 bath single family home. The purchase price is $3,000.00.

RECOMMENDATION:
Staff recommends approval to execute the Surplus Property Sale Agreement for 1620 Avenue E.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R14.

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

Passed

d. Resolution 24R-15 authorizing the execution of the sale and development agreement for 604 S. 6th Street.

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

RESOLUTION NO. 24-R15
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 604 SOUTH 6TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC;

DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Fort Pierce is the owner of real property located at 604 S 6th Street, 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 City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to Joe John McVey for the development of a 2 bedroom 1 bathroom single family home.
The purchase price is $15,000.00.

RECOMMENDATION:
Staff recommends approval to execute the Surplus Property Development Agreement for 604 S. 6th Street.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R15.

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

Passed

e. Resolution 24-R17 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

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

RESOLUTION NO. 23-R17
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox distributed ballots for Commission votes.

She read the ballots into the record.

Commissioner Gaines – Wesley Sands

Commissioner Jeremiah Johnson – Renella Mitchell

Mayor Hudson- Renella Mitchell

Commissioner Curtis Johnson – Renella Mitchell

Commissioner Broderick - Renella Mitchell

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to appoint Renella Mitchell to the Keep Fort Pierce Beautiful Board.

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

Passed

f. Resolution 24-R20 addressing a request for an extension to comply with the terms of the Quit Claim Deed for 133 N 10th Street.

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

RESOLUTION 24-R20
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, MAKING A DETERMINATION REGARDING THE REQUEST OF JOHN D. BESS AND BRENDA V. SMITH. FOR AN EXTENSION OF TIME TO COMPLY WITH TERMS OF A QUIT CLAIM DEED FOR 133 N 10TH STREET, FORT PIERCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Mr. Mimms explained the request for a 120-day extension by Mr. Bess.

Commissioner Gaines inquired if this was the first request for an extension.

Commissioner Broderick commented on the significant movement made by Mr. Bess.

Commissioner Curtis Johnson inquired on what is being settled.

Miriam Garcia, Redevelopment Specialist explained that this is the first request for an extension and had provided plan updates and that they did not meet the deed restriction on the revert clause.

John Bess and Brenda Smith commented on the current project process.

Commissioner Jeremiah Johnson inquired on the taxes.

Mr. Bess commented that the taxes were paid the day after receipt.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R20 giving up to 120 days extension.

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

Passed

g. Resolution 24-R21 approving the FY 2023 Final Budget Amendment for Grant Funds.

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

RESOLUTION NO. 24-R21
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR CITY OF FORT PIERCE GRANT FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

Johnna Morris, Finance Director, was available for questions.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R21.

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

Passed

h. Resolution 24-R23 appointing members to the Affordable Housing Advisory Committee (AHAC)

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

RESOLUTION NO. 24-R23
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R23.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Kris Einstein

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms commented on the items on the upcoming conference agenda, including infill development.

City Clerk Linda Cox - No comments

City Attorney Sara Hedges - No comments

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick – No comments

Commissioner Curtis Johnson – No comments

Commissioner Gaines commented on concerns with the Rebuild Florida program.

Commissioner Jeremiah Johnson commented on the Historic Preservation Board and the Edgar Town Ordinance changes and Quasi Judicial concerns and National Student Government Day/ Week observance.

Mayor Hudson commented on the Zora Neal Hurston Festival.

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 8:06 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 04/15/2024

Re: National Crime Victim's Rights Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Crime Victims' Rights Week

Attachments

Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 03/20/2024 09:37 AM

Final Approval Date: 03/20/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the term "victim" is more than just a label and has legal standing and protections that go along with it; and

WHEREAS, crime victims' rights acts passed here in Florida and the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process; and

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

WHEREAS, the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes; and

WHEREAS, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust; and

WHEREAS, engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs; and

WHEREAS, survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from access services or pursuing justice; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of April 23-29, 2023, as

Crime Victims' Rights Week

reaffirming the City of Fort Pierces' commitment to creating a victim service and criminal justice response that assists all victims of crime and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of April 2024.

MAYOR/COMMISSIONER

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

Meeting Date: 04/15/2024

Re: National Student Leadership Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Student Leadership Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

National Student Government Week

Form Review

Form Started By: Latoya Ransom Started On: 04/08/2024 01:40 PM

Final Approval Date: 04/08/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, schools sponsor student leadership activities in order to provide students with vital experience in exercising a voice in matters of common concern, reconciling diverse interests, and selecting leaders; and

WHEREAS, student leaders are a positive influence on their peers, modeling good character and scholarship in and out of the classroom, and serve as change agents to improve the overall climate and academic performance levels of their school; and

WHEREAS, student leaders do not automatically develop sound leadership skills and require trained, dedicated faculty advisers to help them develop the essential traits and characteristics of a leader and to provide the positive experiences necessary to expand their skills and foster their paths to becoming effective leaders; and

WHEREAS, the support of school administrators and faculty, parents, and community members is necessary to help ensure the successful education of all emerging student leaders; and

WHEREAS, National Student Leadership Week serves as an ideal time to bring attention to the important and integral contributions that student leaders and all student activities make in our nation's schools.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 22-26, 2024 as:

Student Leadership Week

in the City of Fort Pierce and urge citizens to seek opportunities to recognize student leaders in our schools and support their training and activities as they prepare themselves for their future stations as leaders of our city, state, and nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of April 2024.

MAYOR/COMMISSIONER

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

Meeting Date: 04/15/2024

Re: Mental Health Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Mental Health Awareness Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Mental Health Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 04/08/2024 01:42 PM

Final Approval Date: 04/08/2024

WHEREAS, mental health is key to overall wellness, as mental health influences decision making, behavior and consequently physical health; and

WHEREAS, over half of adults living with mental health illnesses do not seek treatment; and

WHEREAS, a growing number of youth in the United States live with depression, and in fact about 15.51% of young people ages 12 – 17 have experienced major depression; and

WHEREAS, in 2023, more than 11% of children and adults continue to lack adequate medical insurance coverage for essential mental health services; and

WHEREAS, Florida is ranked 46th out of 50 states with access to mental health care;

WHEREAS, social stigma, financial barriers and limited awareness are the primary obstacles to getting help; and

WHEREAS, as community leaders, we must prepare for an increase in demand on services through education, outreach, and ever greater access to care to ensure our community's overall health; it is the duty of each and every one of us to provide continued and consistent access to resources to mental health care; and

WHEREAS, we the City Commission of Fort Pierce, Florida strive to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with mental health opportunities.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May as:

Mental Health Awareness Month

in the City of Fort Pierce and encourage our citizens to raise mental health awareness through appropriate programs and activities, and commit our communities to innovative prevention, diagnosis, and treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of May 2023.

MAYOR/COMMISSIONER

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

Meeting Date: 04/15/2024

Re: City Marina Commendation Letter

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from JoAnne Calderone and Scott Gledhill commending Dean Kubitschek for his capable management of the City Marina and his staff, Anne Bowen and Kyle Kauffman, for their competence and responsiveness.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/08/2024 04:30 PM

Form Started By: Jennifer Robinson Started On: 04/08/2024 09:27 AM

Final Approval Date: 04/08/2024

From: JoAnne Calderone <jocalderone@gmail.com>
Sent: Monday, April 1, 2024 1:17 PM
To: Linda Hudson <LHudson@cityoffortpierce.com>; Nick Mimms <nmimms@cityoffortpierce.com>
Subject: Well Done Fort Pierce City Marina

Mayor Hutchinson and Mr. Mimms,

My husband and I wish to commend you and the staff of Fort Pierce City Marina for developing, maintaining and planning for the future of Fort Pierce City Marina.

This is our third year to spend the winter in the marina. Always good, the marina continues to keep getting better. So capably managed by Dean Kubitschek, the marina ably welcomes both boaters like us and visitors to Fort Pierce. It is a real jewel in the city. We, and other boaters, enjoy the many available restaurants, the Farmers Market, cultural events and the wonderful sound of music in the park and nearby. As part time residents, we helped with Fort Pierce clean-up day, participatd in the Backus museum brunch fund raiser, and even had physical therapy in town.

The marina staff are both wonderfully competent and gracious emissaries for the city. Anne Bowen manages boating reservations and assignments with patience, all the while being peppered with questions from boaters and others. Kyle Kauffman is responsive to the myriad of challenges and opportunities that come his way.

Additionally, the gift shop staff and dock hands are professional and good ambassadors for the marina and city.

During our stay we are joined by friends from many different locations. Having them visit adds to our enjoyment and the economy of the City. Each visitor is treated to a meal (sometimes more) and participation in a local cultural event (music, art, festivals, museums).

In addition to having guests, we have gotten to know more and more local folks. Great joy!

We look forward to coming back to the marina and city in the Fall. You have a great thing going in this facility.

JoAnne Calderone and Scott Gledhill
Folly Sq'd motor yacht

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

Meeting Date: 04/15/2024

Re: Letter from Hazel Grant

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Hazel Grant expressing her gratitude for Grant Administration Division Teresa Miller's kindness and assistance.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/08/2024 04:30 PM

Form Started By: Jennifer Robinson Started On: 04/08/2024 09:33 AM

Final Approval Date: 04/08/2024

Received
MAR 2 6 2024
City of Fort Pierce
City Manager's Office

Nicholas Mimms,

Hello how are you doing? I hope this short letter finds you in the best of health and everything else.

Let me introduce myself, my name is Hazel Grant, and I'm tryin to reach out to you. to inform you that I reached out and found the most kind employed person in the world that you has, which her name is Ms. Thersa. by the way that's what I call her. I was going thru so much until I called the state attenory office and they told me to reach out to her. upon me callin her I explained to her what was going on with my situation how I was feelin at that moment, brought joy and hope in my life. Cause everybody I talked to just pushed me off, and didnt want to give me no kind of advice.

Oh No Not MS. Thersa, She Came alone and gave me hope. And She Also told me when I needed to Call and talk to Someone She will be there for me Anytime. And guess what her kindness and friendness. Removed All the Stress away from me. Every time I talked to her She gave me hope. She Are, I mean the nice Person anybody would love to me. With a Very Caring Personality and Very friendly. MR. Mimms I'm a 62yr lady. I really wanted to know whom was behind the Phone I was talkin to, So I Asked her Can I meet her and give her a Big hug for Puttin hope and taking away So much Stress from me. And I got a Chance to meet her. And Guess what She's more Kindner In Person. MR. Mimms, thanks for hAving a nice Person As MS. Thersa. And I Also told her I want to keep our bond. Cause She is the type that bring back hope to other's. Can You Please tell her I Wrote You. and once

MR. Mimms, Please I thank You for taking time out to read this. And wish there was more People like MS. Thersa, took time out with other's, Cause She is the most loving Person to meet.

THANK You,

HAZEL Grant

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

Meeting Date: 04/15/2024

Re: Letter from Eve-Lyn Forbes

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Eve-Lyn Forbes recognizing Solid Waste employee Ted Libby for being talented, taking pride in his work, and having a good work ethic.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/08/2024 04:30 PM

Form Started By: Jennifer Robinson Started On: 04/08/2024 10:16 AM

Final Approval Date: 04/08/2024

4102 Silverstone Dr
Fort Pierce, FL 34947
March 11, 2024

Mr. Jacolby Washington
Solid Waste Division Manager
City Of Fort Pierce Florida

Dear Sir:

Sincere compliments regarding a member of your staff. Nowadays it can be difficult to get and keep quality employees. Therefore it is important that you know that finally, after having countless not-so-talented driver-operators collecting yard trash in our neighborhood, we now have Ted, who is not only reliable, but skilled at his work. In his hands the pick-up is like watching poetry in motion.

We've owned our home in Bent Creek at the above address since 2006. We've had many years of good, not so good, and sometimes downright awful yard and household waste driver-operators.

Ted has our utmost admiration. He's always prompt, and he is respectful of the equipment. He manages to pick up the entire load in one swoop, without all the usual clanging and banging. Others tend to drop a branch or two amidst deafening sound effects.

Ted is head and shoulders above all. I am hoping that by giving him the praise and recognition that he deserves, that he will remain on our route for many years to come.

I am giving a copy of this letter to Ted to pass on to his immediate supervisor, just in case you are not Ted's direct manager.

Ted is talented and takes pride in his work. Such qualities, combined with a positive work ethic, are indeed rare and precious.

Sincerely,

Eve-Lyn Forbes

Eve-Lyn Forbes

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

Meeting Date: 04/15/2024

Re: First Amendment to RFQ 2019-027 for Captec Engineering Inc

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of the first amendment to Continuing Contract RFQ 2019-027 for Professional Engineering Services to Captec Engineering, Inc. to include required contract provisions.

SUMMARY:

Recent reviews of the City's Continuing Professional Engineering Service Contracts (RFQ 2019-027) noted that updates were needed to Insurance, Indemnification, and E-Verify sections of the original contracts. Staff is proceeding to update all Professional Engineering Continuing Services Contracts to meet these updates.

Staff has coordinated with Captec Engineering, Inc and the First Amendment has been signed by their President.

RECOMMENDATION:

Staff recommends approval and authorization for the Mayor to sign the First Amendment.

ALTERNATIVES:

The City will be unable to utilize these contracts without the updated requirements. Projects will be required to be advertised for services, or a new RFQ will need to be advertised.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Consultants
John Andrews
City Attorney Office

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023/2024

Account: N/A

Amount: N/A

FISCAL IMPACT:

There is no fiscal impact to this First Amendment.

Attachments

First Amendment
Original Agreement RFQ 2019-027
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/09/2024 10:43 AM
City Manager	Nick Mimms	04/09/2024 03:00 PM
Form Started By: Selena Griffett		Started On: 03/25/2024 03:17 PM
Final Approval Date: 04/09/2024		

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

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

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

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

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

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

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

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

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

(c) Other evidence satisfactory to the CITY.

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

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

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

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

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

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

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

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

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

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

Automobile Liability Insurance

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

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

Design Professional Liability

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

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

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

Pollution Legal Liability

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

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

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

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

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

Property Insurance (Builders Risk / Installation Floater)

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

Payment Bond and Performance Bond

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

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

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

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

General Conditions

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT:
CAPTEC ENGINEERING, INC.

By: _____

Print: Joseph W. Capra, PE

Title: President

Date: February 22, 2024

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 30, 2020

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994
Attn: Joseph W. Capra, P.E., President

RE: RFQ.NO. 2019-027 ~ Professional Engineering Services

Dear Mr. Capra:

We are herewith enclosing one completely executed copy of subject agreements for your files, for **Professional Engineering Services**. Purchase Orders will be issued for each of the services on a project by project basis.

Please refer all correspondence pertaining to this project to Jack Andrews, City Engineer, as he will be in charge of this job.

Sincerely,

CITY OF FORT PIERCE

Latonya Hubbard

Latonya Hubbard
Purchasing Agent

/lh

Distribution: Jack Andrews, City Engineer (Memo Letter Only)
Julie Bye, Executive Assistant
File

NOTICE TO AWARD

Date: June 23, 2020

To: CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
Attn: Joseph W. Capra, P.E., President

Re: Professional Engineering Services, RFQ No. 2019-027

Date of Bid Opening: 3:00PM, Tuesday, November 5, 2019

Commission Approval: Monday, February 18, 2020

You are hereby notified that The Fort Pierce City Commission awarded the subject proposal noted above to your firm. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Copies	Item
2	Notice of Award
2	Agreement between City and Contractor
2	Non-Collusion Affidavit for Prime Bidder
2	Certification of Non-Segregated Facilities
2	Drug Free Workplace Form

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, as stated in Section 12 of the agreement,

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage.

5. Return two (2) sets of the documents enclosed within ten (10) days after receipt to:

Mailing Address:
CITY OF FORT PIERCE
Purchasing Division, Room 101
Post Office Box 1480
Fort Pierce, FL 34954-1480

Delivery Address:
CITY OF FORT PIERCE
Purchasing Division, Room 101
100 North U.S. #1
Fort Pierce, FL 34950

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

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

OWNER:

CITY OF FORT PIERCE
P.O. Box 1480
Fort Pierce, Florida 34954-1480

BY: _____
Gelencia Carter, M.P.A.
Purchasing Manager

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
CAPTEC ENGINEERING, INC.

BY: _____

President
Title

6/30/20
Date

END OF SECTION

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

THIS CONTRACT is made as of the 23rd day of July, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **CAPTEC ENGINEERING, INC.,** hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on **February 18, 2020**, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Contract" or "Agreement"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

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

1. SERVICES

The Consultant's responsibility under this Contract is to provide professional/ consultation services in the area of professional engineering services.

2. TERM

The term of the Contract shall be for a period of five (5) years beginning on the date first written above.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

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

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers and employees.

13. INDEMNIFICATION

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials 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 Consultant. Further, if such a claim is made, or is pending, the Consultant 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 Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

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

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Consultant does not transfer the records to City.

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

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

16. CONFLICT OF INTEREST

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

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

28. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

29. AMENDMENT

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

30. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

31. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to

City:
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Consultant:
CAPTEC Engineering, Inc.
Attn: Joseph W. Capra, P.E., President
301 NW Flagler Avenue
Stuart, FL 349941

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

32. INTERPRETATION; CAPTIONS AND HEADINGS

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

33. WAIVER

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

34. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

35. GOVERNING LAW; VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

36. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

37. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____

Peter Sweeney, City Attorney

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

CONSULTANT:
CAPTEC ENGINEERING, INC.

By: _____

Print: Joseph W. Capra, PE

Title: President

Today's Date: 6/30/20

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CONTRACT FORMS

Please complete and forward

along with the agreement.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Martin

Joseph W. Capra, being first duly sworn, deposes and says:

That he is President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

CAPTEC Engineering, Inc.
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 30

day of, JUNE 2020.

_____
Notary Public

My Commission expires: (Seal)

6/14/2024

GINA COLONNA
Notary Public - State of Florida
Commission # HH 010279
My Comm. Expires Jun 14, 2024
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 30th, 2020

Official Address (Including Zip Code):

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994

By: _____
Name

Joseph M. Capra, PE
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG-FREE WORKPLACE FORM

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

CAPTEC Engineering, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

6/30/20
Date

CAPTENG-01 KNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2020

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	CONTACT NAME: Katherine Nguyen - Ext. 206	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: knguyen@rvjohnson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Argonaut Insurance Company	
INSURED	INSURER B :	
Captec Engineering Inc 301 NW Flagler Avenue Stuart, FL 34994	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[X] CLAIMS-MADE [ ] OCCUR			121AE000003402	12/19/2019	12/19/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Professional Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
RFQ No. 2019-027 Professional Engineering Services

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34951

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2020

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 Tequesta Insurance Advisors, a Marsh & McLennan Agency LLC Company 218 South Hwy 1, Suite 300 Jupiter FL 33469	CONTACT NAME: Jim Gandour PHONE (A/C, No, Ext): 561 746-4546 FAX (A/C, No): 561 746-9599 E-MAIL ADDRESS: JGandour@mma-fl.com
INSURED CAPTEENGIN Captec Engineering, Inc. 301 NW Flagler Avenue Suite 101 Stuart FL 34994	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1577713231 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		2071695956	2/28/2020	2/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2071695956	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y		6020199220	2/28/2020	2/28/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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)

City of Fort Pierce, its officials, officers, and employees and shall include RFQ #2019-027 North 17th Street Improvements Orange Avenue to Avenue D – Professional Engineering Services shall be additionally insured for General Liability as required in written contract.

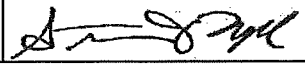
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34951

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. WHO IS AN INSURED (Section C.) of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
   a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.) of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

5002000562071695956558 5

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;

3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. **OTHER INSURANCE (Section H. 2. & 3.)** of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.

3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.)** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2020

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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex Business Solutions, LLC Alt. Emp: CAPTEC ENGINEERING INC 911 Panorama Trail South Rochester, NY 14625	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20FL0951020015 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 12-68-329-00	06/01/2020	06/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	06/01/2020	06/01/2021	Client# 07384031-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
CAPTEC ENGINEERING INC
301 N W FLAGLER AVE
STUART, FL 34994

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34951

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

Mary P Storti

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF FIRST AMENDMENT TO CONTINUING PROFESSIONAL ENGINEERING CONTRACTS

CAO RLS FILE: RLS 24-106/107

DATE: MARCH 20, 2024

I have reviewed the Request for Legal Services (RLS) related to amending the Continuing Professional Engineering Contracts with Marlin and CAPTEC. The First Amendment for CAPTEC is approved as to form and correctness.

Please amend the First Amendment for Marlin as redlined and resubmit for approval.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

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

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

WHEREAS, the Parties entered into the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on ~~July 23, 2020~~ August 4, 2020; and

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

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

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

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

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

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

(c) Other evidence satisfactory to the CITY.

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

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

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

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

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

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

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

Automobile Liability Insurance

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

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

Design Professional Liability

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

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

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

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

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

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

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

General Conditions
The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self insurance maintained by the CITY. Any insurance or self-

insurance maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

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

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

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

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

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

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

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

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

pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT:
MARLIN ENGINEERING, INC.

By: _____

Print: Ramon Soria

Title: President

Date: 03/01/2024

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

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

Meeting Date: 04/15/2024

Re: Rotary Club's Request

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of the Arts and Culture Advisory Board's recommendation to approve the Rotary Club's request for the installation of a Peace Pole at Gazebo Park.

SUMMARY:

This Peace Pole, originating as a response to World War II, is part of a global initiative emphasizing the importance of striving for peace.

- The Rotary Club will fund expenses related to the installation, including the Peace Pole, its base, and the artistic design.
- They aim to collaborate with local artists to ensure the design aligns with the existing artwork in the City.
- The Peace Pole will feature the inscription "May Peace Prevail on Earth" in various languages such as English, Spanish, Haitian Creole, Portuguese, Vietnamese, Arabic, and Chinese.

RECOMMENDATION:

The Arts and Culture Advisory Board recommends that the City approve the Rotary Club's proposal to place an eight-foot Peace Pole at Gazebo Park in Downtown.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Marsha Commond, FPRA Redevelopment Specialist

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Recommendation

Peace Pole Design Details

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/01/2024 04:02 PM

Form Started By: Jennifer Robinson
Started On: 04/01/2024 01:28 PM
Final Approval Date: 04/01/2024

TO : Honorable Mayor and Members of the City Commission

FROM : Arts and Culture Advisory Board

RE : **Recommendation to Approve the Rotary Club's Request for the Installation of a Peace Pole at Gazebo Park**

DATE : April 15, 2024

The Arts and Culture Advisory Board recommends that the City approve the Rotary Club's proposal to place an eight-foot Peace Pole at Gazebo Park in Downtown. This Peace Pole, originating as a response to World War II, is part of a global initiative emphasizing the importance of striving for peace.

- The Rotary Club will fund expenses related to the installation, including the Peace Pole, its base, and the artistic design.
- They aim to collaborate with local artists to ensure the design aligns with the existing artwork in the City.
- The Peace Pole will feature the inscription "May Peace Prevail on Earth" in various languages such as English, Spanish, Haitian Creole, Portuguese, Vietnamese, Arabic, and Chinese.

Proposed Peace Pole Location at Gazebo Park



Sample Peace Pole Image



Peace Pole Design Details:

- The Peace Pole will have a round 36-inch concrete base with a 10-inch height.
- The sides of the base will be painted concrete, not mosaic tile.
- Only the top of the base will be mosaic tile.
- There may be a Rotary Plaque at the base of the pole on all four sides to explain the Peace Pole, a Rotary Centennial Plaque, the Rotary Wheel, and another message.

Design Proposal by Artist Anita Prentice



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

Meeting Date: 04/15/2024

Re: Request Award of Indian Hills Golf Course Expansion, Bid No. 2024-018

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of award of the Indian Hills Golf Course (IHGC) Site Expansion construction project to the low bidder, PRP Construction, LLC, in an amount not to exceed $757,149.80.

SUMMARY:

The construction project includes the construction of four (4) pickleball courts, a 35' x 75' pervious turf golf cart staging area, a parking lot for 36 vehicles, complete with on-site storm drainage conveyance system, concrete pedestrian sidewalks, landscaping, parking lot lighting, and water/sewer connections to service the future golf cart barn and clubhouse construction.

RECOMMENDATION:

Staff recommends awarding the construction contract to PRP Construction LLC.

ALTERNATIVES:

Deny and re-advertise for bids.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Daniel Visconti, IHGC Manager

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	TBD
Amount:	$757,149.80

FISCAL IMPACT:

$715,262.80 shall be funded as directed by the Finance Director, while $41,887.00 shall be encumbered by SMU Account No. 4034300-546120.

Attachments

Bid Tabulation

PRP Bid

Engineering Plans

Landscape Plan
Lighting Plan
Boromei Bid
GRSC Bid

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/09/2024 10:43 AM
City Manager	Nick Mimms	04/09/2024 03:02 PM
City Manager	Nick Mimms	04/10/2024 09:58 AM
Form Started By: Tracy Telle		Started On: 03/29/2024 03:50 PM
Final Approval Date: 04/10/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Tracy Telle, Assistant City Engineer**

FROM: **Madison White, Purchasing Agent - Temp** *Madison White*

SUBJECT: **Bid No. 2024-018 – Indian Hills Golf Course Expansion**

DATE: **February 22, 2024**

On January 5, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on January 26 and February 2, 2024, with a scheduled opening at 3:00 PM on February 21, 2024. Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one(1) PDF copy on a USB Drive.

Attached is the tabulation sheet for the above referenced bid. In total, three (3) submissions were received, two (2) electronic and one (1) hand delivered. A copy of each submittal will be sent via email. The file is available for review in the Purchasing Division.

The invitation was sent to 765 vendors. Twenty-seven (27) vendors requested specifications with three (3) responding (11.11%) plus 0 "No Bid" (11.11% total response).

A recommendation to award form, saved in the Purchasing R Drive will need to be complete and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

Expiration date is **Monday**, **April 22, 2024**. Approval to award must be complete by this date.

GC/mw

Attachment

cc: Tracy Telle, Assistant City Engineer
Johnna Morris, Director of Finance
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**INDIAN HILLS GOLF COURSE EXPANSION**
BID NUMBER:	**2024-018**
OPENING DATE:	2/21/24@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 27 = 11.11%
0 "No Bids"
Total = 11.11 %

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	BID BOND	TOTAL BID PRICE
PRP Construction Group, LLC Indiantown, FL	10%	**$757,149.80**
Boromei Construction, Inc Okeechobee, FL	10%	**$883,511.80**
GRSC, INC Stuart, FL	10%	**$948,557.94**

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: Gelencia Carter, (772) 467-3102	**Bid No: 2024-018**
Pre-Bid Conference: **10:00AM, FRIDAY, FEBRUARY 9, 2024**	**Bid Title: INDIAN HILLS GOLF COURSE EXPANSION**
Mandatory Site-Visit Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, MONDAY, MARCH 4, 2024**	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: PRP Construction Group, LLC **Mailing Address:** 8300 SW Springhaven Ave Indiantown, Fl. 34956	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** Peggy Sheltra
Type of Entity (Select one): **Corporation** ____x____ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: FL **Year:** 2011	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 772-597-6923 Ext 1	**Payment Terms: Net 30 Days**
Fax Number: None	**FEIN or SS Number:** 45-3220690
E-Mail Address: ppsheltra@gmail.com	**Local Business:** __x_Y ___N **MWBE:** __x_Y ___N
Bid Security is attached, when required, in the amount of $75,714.98 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM
INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$15,000.00	$15,000.00
2	MATERIAL TESTING	LS	1	$18,500.00	$18,500.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$10,000.00	$10,000.00
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$24,250.00	$24,250.00
5	CLEARING & GRUBBING	LS	1	$10,500.00	$10,500.00
6	STABILIZATION, TYPE "B" (12")	SY	1,746	$18.00	$31,428.00
7	CEMENTED COQUINA LBR 100 (6")	SY	1,548	$38.00	$58,824.00
8	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	118	$390.00	$46,020.00
9	INLETS (TYPE C) (<10')	EA	3	$7,525.00	$22,575.00
10	MODIFICATION TO EXISTING INLET	EA	2	$8,100.00	$16,200.00
11	CONCRETE HEADWALL	EA	1	$17,925.00	$17,925.00
12	CONCRETE PIPE CULVERT (18" RCP)	LF	239	$122.00	$29,158.00
13	CONCRETE PIPE CULVERT (24" RCP)	LF	103	$154.00	$15,862.00
14	CONCRETE CURB (TYPE D)	LF	382	$33.00	$12,606.00
15	CONCRETE SIDEWALK, 4" THICK	SY	315	$85.00	$26,775.00
16	CONCRETE DRIVEWWAY, 6" THICK	SY	99	$115.00	$11,385.00
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,680	$6.50	$17,420.00
18	SIGNING & STRIPING	LS	1	$18,250.00	$18,250.00
19	PICKLEBALL COURTS (COMPLETE) CONSTRUCTION COMPLETED BY A SPORTS COURT CONTRACTOR)	LS	1	$160,500.00	$160,500.00
20	ADA DETECTABLE WARNINGS	EA	2	$850.00	$1,700.00
21	LANDSCAPING (COMPLETE)	LS	1	$18,500.00	$18,500.00
22	LIGHTING (CONDUIT, HANDHOLES, ETC.) **LIGHTS TO BE PROVIDED BY THE CITY**	LS	1	$24,000.00	$24,000.00

Item No.	Description	Units	Quantity	Unit Price	Amount
23	IRRIGATION (COMPLETE)	LS	1		
24	TURF BLOCK W/ STONE	SY	292	$195.00	$56,940.00
25	2" WATER SERVICE (DOUBLE)	EA	1	$6,500.00	$6,500.00
26	6" PVC SEWER SERVICE (SINGLE) INCLUDES PAVEMENT RESTORATION	EA	1	$17,500.00	$17,500.00
Total Site Improvement Bid:					$688,318.00
Add 10% Construction Contingency for potential field change orders:					$68,831.80
TOTAL FINAL BID:					$757,149.80

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group,LLC

Corporate Title: President, Peggy Sheltra

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 597-6923

Fax: ( ) NONE

State License # CGC1510570 **(ATTACH COPY)**

County License # 20125130315 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?		
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Peggy Shelton

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
PRP Construction Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8300 SW Springhaven Ave

Requester's name and address (optional)

City, state, and ZIP code
Indiantown, Fl. 34956

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
: :

or

Employer identification number
45 : 3220690

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/16/2024

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

INDIAN HILLS GOLF COURSE IMPROVEMENTS

NAME OF BIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW Springhaen Ave, Fl. 34956

STREET ADDRESS: 8300 SW Springhaven Ave, Indiantown, Fl. 34956 (Zip Code)

PHONE NUMBER: 772-597-6923 Ext 1

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1/29/24	No. 4	Dated 2/13/24
No. 2	Dated 1/31/24	No. _____	Dated _____
No. 3	Dated 2/7/24	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Asphalt/Paving	Ranger Construction Industries, Inc.	4510 Glades Cutoff Rd. Ft. Pierce, FL 34981
Pickle Ball Court	Sports Surfaces, LLC.	7011 Wilson Rd. West Palm Beach, FL 33413
Turf Block	Apex Pavers	725 SE Monterey Rd. Stuart, FL 34994
Landscape	A Cut Above Landscape	1686 D Rd. Loxahatchee, FL 33470
Construction Layout/As-builts	BSM Survey	80 SE 31st Lane Okeechobee, FL 349747
Material Testing	Terracon	645 NW Enterprise Dr. PSL, FL 34986

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS"Bidders Bond"
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

BID FORMS

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: PRP Construction Group, LLC
(Type or Print)

By: Peggy Sheltra

Name: Peggy Sheltra

Title: President

Dated: February 16, , 2024

(Corporate Seal)

Attest
If Corporation

By: Ricky Sh
(Signature)

Name: Ricky Sheltra

Title: Vice President

Witnesses: Charlyn Wakefield
(Signature)

(If partnership
Or individual)
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida, cgc1510570, August 31,2024, CERTIFIED GENERAL CONTRACTOR

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. PRP Construction Group, LLC
2. Permanent Main Office address. 8300 SW Springhaven Ave, Indiantown, Fl. 34956
3. When organized? 8/29/2011
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 13
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Attached
7. General character of work performed by you. Attached
8 Have you ever failed to complete any work awarded to you? No If so, where and why?
9. Have you ever defaulted on a contract? No If so, where and why?
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Attached
11. List your major equipment available for this contract. Loader, Skid Steer, Compactor
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Attached
13. Background and experience of the principal members of your company, including the officers. Attached
14. Give bank reference. Seacoast Bank Jenny Yingling jenny.yingling@seacoastbank.com
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes, Attached
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at 8300 SW Springhaven Ave, Indinantown, Fl. 34956 this 18 day of February, 2024.

Contractor:

PRP Construction Group, LLC

By Peggy Sheltra

Peggy Sheltra, President
(Name & Title)

County of Martin
State of Florida

Peggy Sheltra, being dully sworn, deposes and says the She is President of ~~PRP Construction Group, LLC~~ and that the answers to the foregoing questions ~~and all statements contained therein~~ are true and correct.

Subscribed and sworn to before me this 18th day of February, 2024.

Charlyn Wakefield
Notary Public

My Commission Expires:

7-30-2025 (Seal)

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MARTIN

Peggy Sheltra, being first duly sworn, deposes and says:

That he/she is President , Owner
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRP Construction Group, LLC
(Firm Name)

By: Peggy Sheltra

Title: President, Owner

Subscribed and sworn to before me 16

this day of February, 2024

Charlyn Wakefield
Notary Public

My Commission expires: (Seal)

7-30-25

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2024-018 for **Indian Hills Golf Course Expansion Phase I Improvements**

2. This sworn statement is submitted by PRP Construction Group, LLC
(name of entity submitting sworn statement)
whose business address is 8300 SW Springhaven Ave, Indiantown, Fl 34956
and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3220690
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Peggy Sheltra my relationship to the entity named above is President.
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: Charlyn Wakefield

Date: 2/16/2024

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peggy Sheltra who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 16 day of February , 2024.

NOTARY PUBLIC SEAL:

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

My commission expires: 7-30-2025

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 16 , 2024

Official Address
(Including Zip Code):

8300 SW Springhaven Ave

Indiantown, FL 34956

By: _____

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-018

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

One Hundred Dollart---------- Dollars
(Written)

$100.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: PRP Construction Group, LLC
(Company-Contractor)
By: _____
(President's Signature)
Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 18 day of February, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 7-30-2025

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that PRP Construction Group, LLC does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

2/16/2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
NONE			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group,LLC

Corporate Title: President, Peggy Sheltra

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 597-6923

Fax: ( ) NONE

State License # CGC1510570 **(ATTACH COPY)**

County License # 20125130315 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Fort Pierce 100 NUS 1 Suite 101, Ft Pierce, Fl. 34950	South 7th Street Improvements	Tracy Telle	772-467-3748
St Lucie County BOCC 2300 Virginia Ave, Ft Pierce, Fl 34985	River Hammock Pottable WM	Mel Pollock	561-214-5065
Okeechobee Utility Authority 425 SW Park St, Okeechobee, Fl. 34975	Oak Lake Estates Wm & Drainage	John Hayford, P.E>	863-634-9791
City of Fort Pierce 100 N US 1 Suite 101, Ft Pierce, Fl. 34950	Indian Hills Recreation	John "Jack" Andrews II, P.E.	772-467-3773
City of Stuart 121 SW Flagler Ave, Stuart, Fl. 34994	Monterey Rd Sub WM Improvements	Marc Rogolino	772-221-4700

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT:	**INDIAN HILLS GOLF COURSE PHASE I IMPROVEMENTS**
Bid No.:	2024-018
Project Description:	**Construction of a parking lot, golf cart staging area, pickleball courts, complete with drainage, site lighting, landscaping, irrigation, and utility hook-ups**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: PRP Construction Group, LLC

Authorized Signature: _____

Title: President

Date: 2/18/2024

END OF SECTION

PRPCONS-01 DNOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2024

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 R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255 E-MAIL ADDRESS: info@rvjohnson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED PRP Construction Group LLC 8300 SW Springhaven Ave Indiantown, FL 34956	INSURER A : Upland Specialty Insurance Company	16988
	INSURER B : Auto-Owners Insurance Co	18988
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D : FFVA Mutual Insurance Co.	10385
	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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		USPCL0106523	10/26/2023	10/26/2024	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			5068939600	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ESXS2310002785-01	11/6/2023	10/26/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0029850-2023A	11/9/2023	11/9/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attn Purchasing Department
100 North US Hwy 1
Fort Pierce, FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kelly Johnson

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

January 29, 2024

CITY OF FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

ADDENDUM NO. 1

The purpose of this addendum is to modify bid due date, which was inadvertently stated in the bid document and advertisements, from 3:00 P.M., March 4, 2024:

3:00 P.M., WEDNESDAY, FEBRUARY 21, 2024

All other conditions of this bid remain the same.

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

Signature: Peggy Shetta
Manual

Signature: Peggy Shetta
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: 2/18/2024

/gc

January 31, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Request the utilization of Plexipave as an alternative to the specified Plexiflor for the acrylic coating of the Pickleball Courts.

   ANSWER: Plexipave is an approved alternate.

All other conditions of this bid remain the same.

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

Signature: Peggy Shettra
Manual

Signature: Peggy Shettra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: 2/18/2024

/lh

February 7, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 3

The purpose of this addendum is to provide clarifications for a few items that were incorrectly stated in the original solicitation document.

- **Inquiries/Questions**, page numbered 10, Tracy Telle, Assistant City Engineer, email address is incorrect. The email should read: ttelle@cityoffortpierce.com.

- The **Pre-Bid Conference**, is non-mandatory, attendance is not required in order to participate in the bid process, and there is no site visit, as stated on the Invitation to Bid page.

All other conditions of this bid remain the same.

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

Signature: Peggy Shelton
Manual

Signature: Pegg Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springtown Ave
Indiantown, FL

Date: 2/18/2024

/gc

February 13, 2024

CITY FORT PIERCE
INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions provided by potential bidders during the February 9, 2024 Pre-bid Meeting:

1. **QUESTION:** May asphalt be utilized for the construction of the Pickleball Courts as opposed to the specified concrete?

   ANSWER: For bidding purposes please bid the court as being constructed of concrete and we will revisit the request prior to construction commencement.

2. **QUESTION:** Where is the connection point to the existing irrigation system?

   ANSWER: The City has opted to eliminate the automatic irrigation system and request that the contractor include the manual watering via a water truck or tree bags until the newly planted trees are established. The contractor shall include all costs associated with the irrigation and 1-year warranty of the trees in the overall landscaping bid item price.

3. **QUESTION:** Will the contractor be responsible for pulling the wire through the lighting conduit?

   ANSWER: No, FPUA will pull the wire and set the light poles/luminaires.

All other conditions of this bid remain the same.

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

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, Fl. 34956

Date: 2/18/2024

/lh

Public License Information

Renew

License Number:24-00027852Location ID:999999997
Business Control:0045460

Business Information

Business Name:PRP CONSTRUCTION LLC
Business Address:LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:8300 SW SPRINGHAVEN AVE INDIANTOWN FL 34956
Owner Name:Date Opened:12/07/2015
Business Phone:(772) 597-6923Contractor Flag:Y
Type of Ownership:CP
Status:Active

Business Officers

No officers are listed for this business.

License Information

Classification:GNCG - GENERAL CONTRACTOR (CERTIFIED)
License Status, Date:ACTIVE, 08/08/2023
Application Issue Date:08/07/2023, 08/16/2023
License Valid Thru Date:09/30/2024

Additional Requirements

This table displays a additional requirements for a particular license.

Description	Document Number	Expirati
WORKMAN'S COMP INSURANCE	WC8400029850202	11/09/2024
STATE LICENSE-CONTRACTOR	CGC1510570	8312024
LIABILITY INSURANCE	USPCL0106523	10/26/2024

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

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

MARTIN COUNTY BUSINESS TAX RECEIPT

2023 / 2024

EXPIRES: September 30, 2024 **Account #:**20125130315

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 7600 SW SPRINGHAVEN AVE
Business Phone: (772)597-6923
NAICS Code: 561730
State License: CGC1510570
Business Description:
GENERAL CONTRACTOR AND BUILDING (CONSTRUCION C(

Business Name PRP CONSTRUCTION GROUP, LLC.
Business DBA
Owner Name SHELTRA, PEGGY
PRP CONSTRUCTION GROUP, LLC.
7600 SW SPRINGHAVEN AVE
INDIANTOWN, FL 34956-4133

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or loca ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **07/10/2023**
Receipt Number
INT-22-00227197

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

PRP CONSTRUCTION, LLC - LIST OF IMPORTANT CONTRACTS RECENTLY COMPLETED

CONTRACT NAME	CONTRACT AMOUNT	GROSS COST	YR COMPLETED	
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66	$800,000.00	DEC -21	OKEECHOBEE UTILTIY AUTHORITY JOHN HAYFORD P.E. 863.634.9791
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00	$850,000.00	FEB-22	MARTIN COUNTY BOCC - DAVID MOORE 772.320.3208
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00	$410,000.00	FEB-21	CITY OF STUART - MARC ROGOLINO 772.221.4700
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33	$ 1,468,869.37	MAR-23	VILLAGE OF INDIANTOWN GARY JONES 772.692.4344

PRP Construction
Job Work in Progress (WIP) Summary
July 11, 2023 through March 31, 2024

	(%) Complete	Est. Revenue
VENTURE PARK	1.46%	1,044,180.70
NW DIXIE HWY IMPROVEMENTS	18.25%	896,248.00
OHIO AVE 11.2023	10.53%	2,486,699.50
Total City of Fort Pirece	10.53%	2,486,699.50
Martin County BOCC		
OLEANDER AVE SIDEWLK EMERGNECY 2024	43.05%	200,245.00
ORANGE AVE 54 CULVERT	0.91%	1,840,027.96
TOTAL		8,954,100.66

PRP CONSTRUCTION, LLC - SIMULAR SCOPE OF WORK TO THIS PROJECT

CONTRACT NAME	CONTRACT AMOUNT
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33

General Character of work

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923
ppsheltra@gmail.com
"Woman Owned Small Business"

May 1, 2023

We, at PRP Construction Group, LLC, would like to introduce ourselves to you by stating our company moto: Safety First! Quality Always! To us, it is more than just a moto; it is our way of doing business.

PRP Construction Group, LLC is a woman-owned small business, owned by Peggy and Ricky Sheltra, doing business in general and heavy construction in a wide geographical area in South Florida from Miami-Dade County to Brevard County. The company is comprised of a team of experienced and dedicated employees with a wide range of construction and management skills that are able to complete all construction projects on time and within budget. Our company mission is to provide our clients with organized and safe construction projects, managed and executed with a high degree of confidence.

PRP Construction Group, LLC is a multi-disciplined construction company specializing in commercial and residential developments, underground utilities, storm drainage, earthwork, and roadway construction. We have experienced crews on staff to complete all phases of site work projects, and consider pipeline work to be our specialty.

We are presently a small construction company with skilled employees. Staff and assets will be increased over time with expanded project demands and responsibilities. We are staffed with determined and dedicated employees that have numerous years of experience in the construction industry with millions of dollars in successfully completed projects.

PRP Construction Group, LLC competitively bids on private and commercial heavy construction projects in South Florida from Miami- Dade County to Brevard County in a wide range of services in underground utilities, storm drainage systems, earthwork, and roadway construction.
If given the opportunity to do business with your company, you will experience the security, confidence, and professionalism we offer in the heavy construction industry.

Peggy Sheltra, President
Ricky Sheltra, Vice President

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

Key Personnel **Job Titles** **Experience** **Job Responsibility**

Peggy Sheltra, President, has over 30 years of experience in owning and operating her own business and is responsible for the management of daily office activities, financial decisions, and long-range planning.

Ricky Sheltra, Vice President, Certified General Contractor, has over 35 years of experience in the heavy construction industry and is responsible for liaison between office personnel, general superintendent and field superintendents. He is the primary contact for contractor communication and coordination of materials and equipment for roadway, underground utilities, and storm drainage construction.

David Moore, Chief Estimator/Project Manager, has over 25 years of experience in the heavy construction industry, and is responsible for all company contract bidding and estimating, as well as project management and communication.

Travis Sheltra, Estimator/Certified Underground Utilities Contractor, has over 9 years of experience in the heavy construction industry, and is responsible company contract bidding and estimating, as well as project management and overseas the underground utility construction.

Jeffery McCraine, General Superintendent, has over 13 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Austin Sheltra , General Superintendent, has over 11 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Charles Thomas, Superintendent, has over 20 years of experience in all facets of utility and drainage construction, including clearing and grubbing, mainline storm drainage. He is responsible for daily supervision of roadway operations, time keeping, safety, and communication in the field.

PRP Construction
Balance Sheet
As of February 18, 2024

	Feb 18, 24
ASSETS	
Current Assets	
Checking/Savings	
105.069 · CHASE BANK 2779	132,150.44
105.004 · Petty Cash	190,493.37
105.007 · Chase Savings	7,742.75
105.008 · Seacoast Bank	1,514,202.93
Total Checking/Savings	1,844,589.49
Accounts Receivable	
108.001 · Accounts Receivable - Contracts	1,673,819.69
Total Accounts Receivable	1,673,819.69
Other Current Assets	
108.100 · Retainage Due	435,052.67
108.300 · Employee Advances	4,011.38
108.103 · Costs/earnings in excess billng	616,238.00
Total Other Current Assets	1,055,302.05
Total Current Assets	4,573,711.23
Fixed Assets	
501.021 · EQUIPMENT	27,726.97
501.017 · 35G MIN IEX SN6315	51,990.00
253.001 · Office Furniture & Fixtures	7,444.70
251.001 · Machinery and Equipment	3,258,555.36
252.001 · Autos & Trucks	1,347,265.07
256.001 · Buildings and Improvements	114,748.00
280.001 · Accumulated Depreciation	-3,601,561.00
Total Fixed Assets	1,206,169.10
Other Assets	
354 · Land	77,280.00
Total Other Assets	77,280.00
TOTAL ASSETS	5,857,160.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
402.001 · Accounts Payable	403,631.03
Total Accounts Payable	403,631.03

PRP Construction
Balance Sheet
As of February 18, 2024

	Feb 18, 24
Credit Cards	
451.027 · BLUE DELTA SKYMILES #1-1101	14,465.81
451.029 · AA MC #5504	387.44
451.023 · Bass BOA #7019	7,506.17
451.030 · Carnival MC #5790	5,463.07
451.031 · Chase #7412	-72,187.91
451.035 · Sam's Club #9483	738.57
Total Credit Cards	-43,626.85
Other Current Liabilities	
451.000 · Current Liability	
451.012 · CP JD 3303G #9487	21,481.20
451.013 · ST Seacoast Building	-31,058.92
451.014 · CP Ford 8601 '18 F250 #7271	3,574.97
451.038 · LOADER ID #5108 SN 0634	4,380.25
Total 451.000 · Current Liability	-1,622.50
461.001 · Billing in excess of earnings	405,330.00
Total Other Current Liabilities	403,707.50
Total Current Liabilities	763,711.68
Long Term Liabilities	
501-019 · JD DOZER 450P SN1429	-26,949.30
501.000 · Long Term Liability	
501.009 · CP JD #0355 2019 85G EXCAVAT...	-3,819.20
501.012 · JOHN DEERE 3303G SN 9487	175,844.65
501.013 · LT Seacoast Building	30,840.66
501.014 · LT Ford 8601 '18 F250 #7271	-3,647.35
501-020 · LT Ford 2022 F450 #44659	40,586.00
501.038 · LOADER ID#5108 SN 0634	-4,383.85
Total 501.000 · Long Term Liability	235,420.91
Total Long Term Liabilities	208,471.61
Total Liabilities	972,183.29
Equity	
514 · Shareholder Distributions	-1,640,396.23
511 · Capital	1,000.00
512 · Additional Paid in Capital	29,163.50
513 · *Retained Earnings	5,736,320.23
Net Income	758,889.54
Total Equity	4,884,977.04
TOTAL LIABILITIES & EQUITY	5,857,160.33

PRPCONS-01 DNOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2024

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

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

PRODUCER	CONTACT NAME:	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: info@rvjohnson.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Upland Specialty Insurance Company	16988
INSURER B : Auto-Owners Insurance Co	18988
INSURER C : Ascot Specialty Insurance Company	45055
INSURER D : FFVA Mutual Insurance Co.	10385
INSURER E :	
INSURER F :	

INSURED

PRP Construction Group LLC
8300 SW Springhaven Ave
Indiantown, FL 34956

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	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		USPCL0106523	10/26/2023	10/26/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			5068939600	4/15/2023	4/15/2024	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			ESXS2310002785-01	11/6/2023	10/26/2024	AGGREGATE	$ 2,000,000
	[ ] DED [X] RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		WC840-0029850-2023A	11/9/2023	11/9/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attn Purchasing Department
100 North US Hwy 1
Fort Pierce, FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly Johnson

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

PRP Construction Group, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Peggy Sheltra
NAICS: 237310, 237110, 237990 UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107, 72141121
Certification Number: WOSB181634
Renewal Date: October 22, 2024
WOSB Regulation Expiration Date: 10/22/2026

WBEC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Nancy Allen, Women's Business Enterprise Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

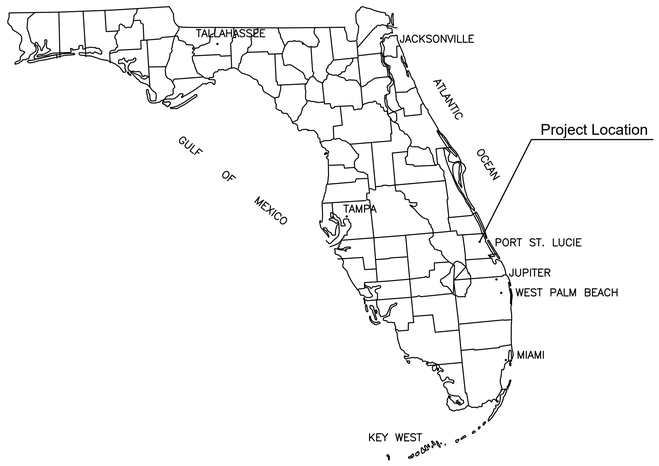
CONSTRUCTION PLANS AND SPECIFICATIONS

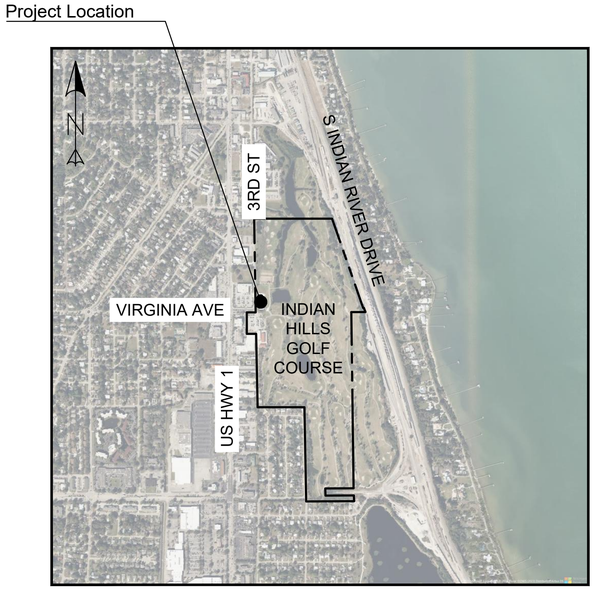
FOR

INDIAN HILLS GOLF COURSE

SECTION 15, TOWNSHIP 35S, RANGE 40E
FORT PIERCE, FLORIDA

LOCATION MAP





VICINITY MAP

SCALE 1:150

INDEX OF SHEETS

1. COVER
2. EXISTING CONDITIONS, DEMO AND STORMWATER POLLUTION PREVENTION PLAN
3. STORMWATER POLLUTION PREVENTION DETAILS
4. HORIZONTAL CONTROL PLAN
5. PAVING, GRADING, DRAINAGE & UTILITY PLAN
6. STRIPING PLAN
7. PAVING GRADING & DRAINAGE DETAILS
8. FPUA DETAILS
9. FPUA DETAILS
10. HEADWALL DETAILS
11. SPECIFICATIONS

100%

SURVEY NOTES:

ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET. NGVD29 = NAVD88 + 1.475'

811 It's fast. It's free. It's the law. Know what's **below.** **Call** before you dig. www.callsunshine.com

DAVID C. BAGGETT, P.E. (DATE)
#81375

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL ✪ LAND PLANNERS
INTERIOR DESIGNERS

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

INDIAN HILLS GOLF COURSE - CONSTRUCTION PLANS 20DECEMBER2023 #23-270

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.



N

0 ##

(IN FEET)
1 inch = ## ft.

LAND CLEARING DEBRIS DISPOSAL METHOD:
DEBRIS WILL BE SORTED ON-SITE IN THE STOCKPILE AREA AND HAULED OFF-SITE FOR REMOVAL. NO BURNING WILL OCCUR ON-SITE.

SOIL STABILIZATION METHOD:
GEO-TECHNICAL RECOMMENDATIONS BY UNIVERSAL ENGINEERING SCIENCES (OCTOBER 29,2021) HAVE INDICATED THE ON-SITE SOILS ARE SUFFICIENT FOR USE IN ROAD/LOT CONSTRUCTION. ON-SITE SOILS WILL BE PLACED AND COMPACTED USING VIBRATORY ROLLING MACHINES.

EROSION CONTROL DEVICES:
EROSION CONTROL DEVICES SHALL BE POSITIONED AT LEAST 5 FEET FROM WETLAND BUFFER AREAS.

CLEARING NOTE:
1. LIMITS OF CLEARING TO INCLUDE ALL AREA WITHIN BOUNDARY LINE AND UP TO THE SILT FENCE ABUTTING THE 50' WETLAND BUFFER.
2. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
3. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, ITS LOCATION SHOWN ELSEWHERE ON THIS PAGE.
4. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED CONTROL STRUCTURES AND BARRICADES HAS BEEN OBTAINED.
5. A LAND CLEARING PERMIT MAY BE OBTAINED SUBSEQUENT TO THE SATISFACTORY INSPECTION OF THE CONTROL STRUCTURES AND BARRICADES. THIS PERMIT SHALL BE POSTED IN THE PERMIT BOX, LOCATION SHOWN ELSEWHERE ON THIS PAGE.
6. ALL CONSTRUCTION BARRICADES AND SILT FENCE WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING PERMITTED DEVELOPMENT ACTIVITIES.
7. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR

SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

LEGEND

M	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT/FPL POWER POLE
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
			PROPOSED SIGN

811 It's fast. It's free. It's the law.
Know what's **below.** **Call** before you dig.
www.callsunshine.com

ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL ✪ LAND PLANNERS
INTERIOR DESIGNERS

10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC	DESIGNED BY
JJL	DRAWN BY
23-270 indian hills fp i3.dwg	FILENAME
2 SWPPP	LAYOUT
AS SHOWN	SCALE
12/CEMBER/2023	DATE

11-21-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS TRACY 11-16-2023
DATE	REVISION COMMENTS

INDIAN HILLS GOLF COURSE

IMPROVEMENTS EXISTING CONDITIONS, DEMO, AND STORM WATER POLLUTION PREVENTION PLAN

FORT PIERCE FLORIDA

[redacted] (DATE)
[redacted]556

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

2 OF 11

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Section 1	Project Name and location information:	INDIAN HILLS GOLF COURSE - CLUBHOUSE
Section 2	Describe the nature of the construction activity:	Buildings w/ Parking, Drainage Infrastructure, and Water & Sewer Infrastructure
Section 3	Describe the intended sequence of major soil disturbing activities:	0-2 days, site prep and stabilized construction entrance; 3-6 days, install perimeter sediment and erosion controls; 7-60 days, install stormwater retention basin; 7-10 days, clearing/grubbing over all areas; 11-90 days, site grading; 90-150 days, install storm sewer and utilities; 150-180 days, stabilize site
Section 4	Total area of the site:	281.34 acres
Section 5	Total area of the site to be disturbed:	±0.58 acres
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site:	
Section 7	Estimate the drainage area size for each discharge point:	±0.58 acres
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	N 27°25'57.08", W 80°19'28.43"
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	
	* Prior to clearing, a silt fence (trenched 6 inches deep and backfilled on the uphill side), shall be installed around the perimeter of the site. 2 rock entrance roads (that are 60ft long with a 6 inch depth of FDOT #1 stone and lined with filter fabric) shall be constructed to minimize the effects of truck traffic and sedimentation tracking both on and off of the site. There will be only one construction entrance at this site. * After the initial site grading work, all proposed inlet(s) / outfall, once installed, shall be protected from erosion and sediment runoff by the use of filter fabric and properly installed inlet filters. Disturbed portions of the site where construction activities have permanently ceased shall be stabilized with sod or other permanent stabilization methods (if other methods are used, this SWPPP will be modified) no later than 7 days after the last construction activity. Seeding shall be the same as in temporary seeding. * All installation shall be commenced as depicted on the attached site map and installation "typicals" sheet.	
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.	
	* Temporary seeding shall be rye grass or other appropriate ground covers depending upon season of installation that is applied at manufacturer's recommendations to any disturbed areas that are inactive more than 7 days. * Sod shall be used to stabilize the sides of the detention basins. * Filter fabric shall be placed under the rock entrance / exit. * Vegetative buffers shall be left undisturbed along the boundaries of the property, with the exception of exotic vegetation removal.	
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
	* A silt fence (with the same installation as indicated under the Best Management Practices heading) shall be placed around the entire perimeter of each construction phase. * A wet detention basin shall be constructed which may be used as a temporary sediment basin (prior to being connected to a discharge structure) if needed. Care shall be taken to assure the removal of accumulated fine sediments and that the excessive compaction of soil by construction machinery is avoided. * Inlets / Outfalls shall be protected with filter fabric and properly installed inlet filters (with the same installation as indicated under the Best Management Practices heading).	
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.	
	No temporary sedimentation basins are proposed. The detention basins (prior to being connected to a discharge structure) may be used as a temporary sediment basin if needed.	
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	
	* A stormwater detention basin shall be constructed per ERP permit and all disturbed areas shall be grassed.	

Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
	Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs to the filter inlets, silt fence, or filter fabric shall be performed immediately. • Bare areas of the site that were previously seeded shall be reseeded per manufactures' instructions. • Mulch and sod that has been washed out shall be replaced immediately. • Maintain all other areas of the site with proper controls as necessary.	
Section 20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	It is expected that the following non-stormwater discharges may occur from the site during construction period: wash water (where no spills or leaks of toxic or hazardous materials have occurred), and uncontaminated groundwater (from dewatering excavation). Dewatering shall be done in accordance with the requirements of the SFWMD Water Use Permit. If said discharges do occur, they will be directed to the temporary sediment basin prior to discharge. Turbid water from the stormwater pond shall not be pumped directly into the receiving waters. Any pumped water from the stormwater pond shall be treated so as to not allow a discharge of polluted stormwater. Treatment can include silt fences, settling ponds, the proper use of flocculating agents, or other appropriate means.	
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	
	"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."	

Section 22	Name	Title	Company Name, Address and Phone Number	Date



EXCAVATION WARNING SIGN DETAIL

N.T.S.

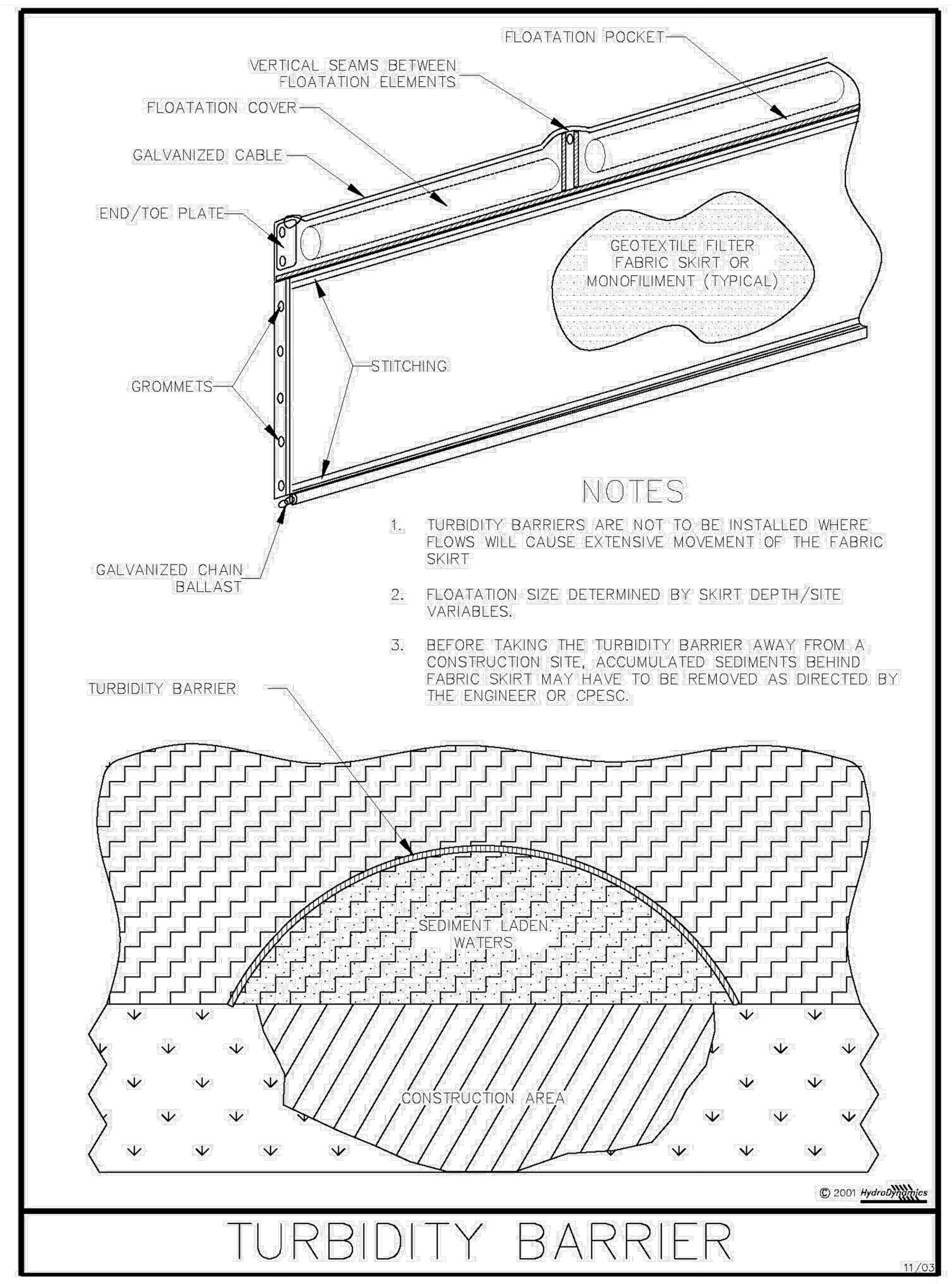


Figure V-44: Illustration of a Turbidity Barrier Curtain

Permission is given by HydroDynamics Incorporated to copy and reproduce this detail

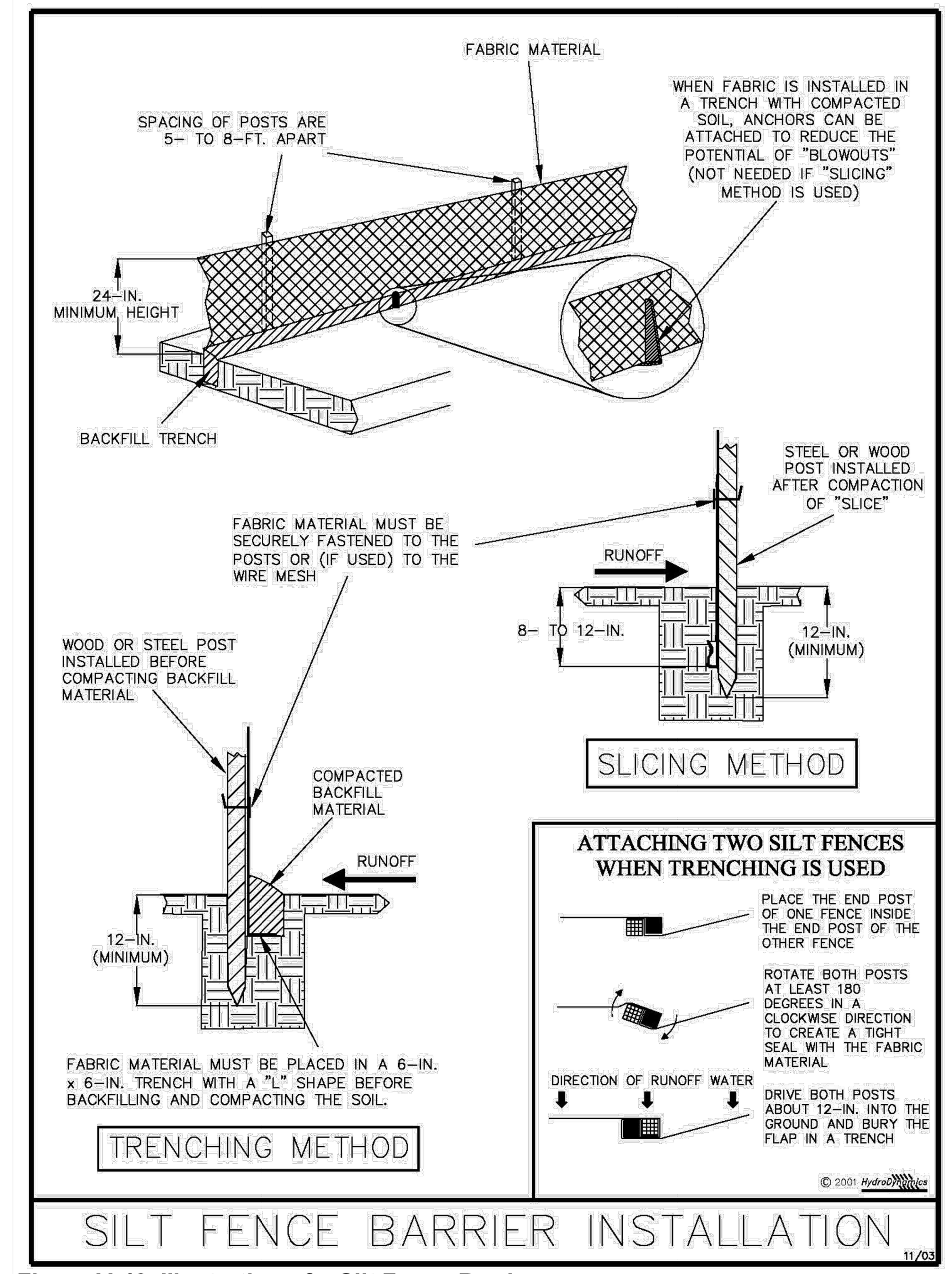


Figure V-40: Illustration of a Silt Fence Barrier

Permission is given by HydroDynamics Incorporated to copy and reproduce this detail

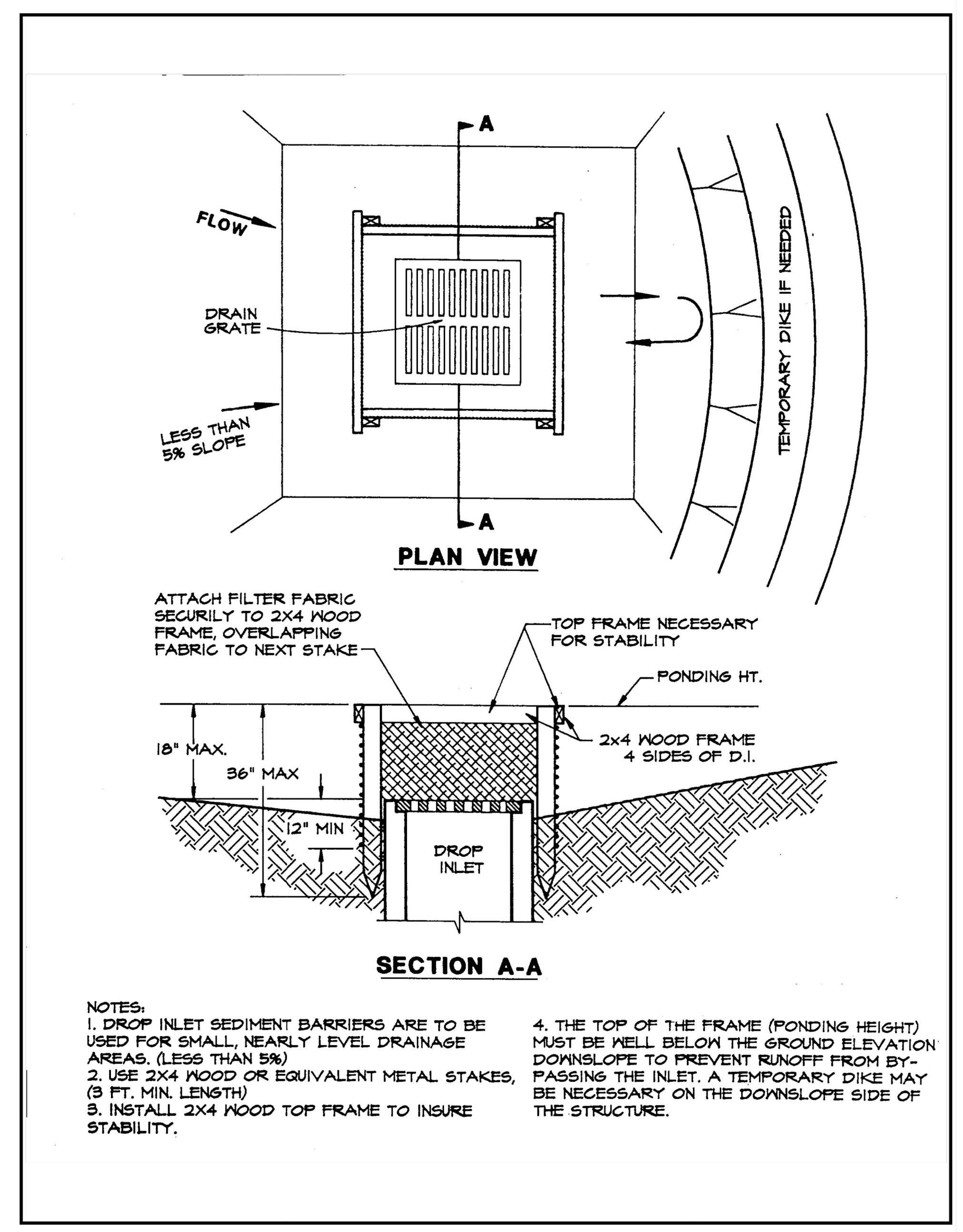


Figure 4.5a. Silt Fence Drop Inlet Sediment Barrier

Source: Erosion Draw

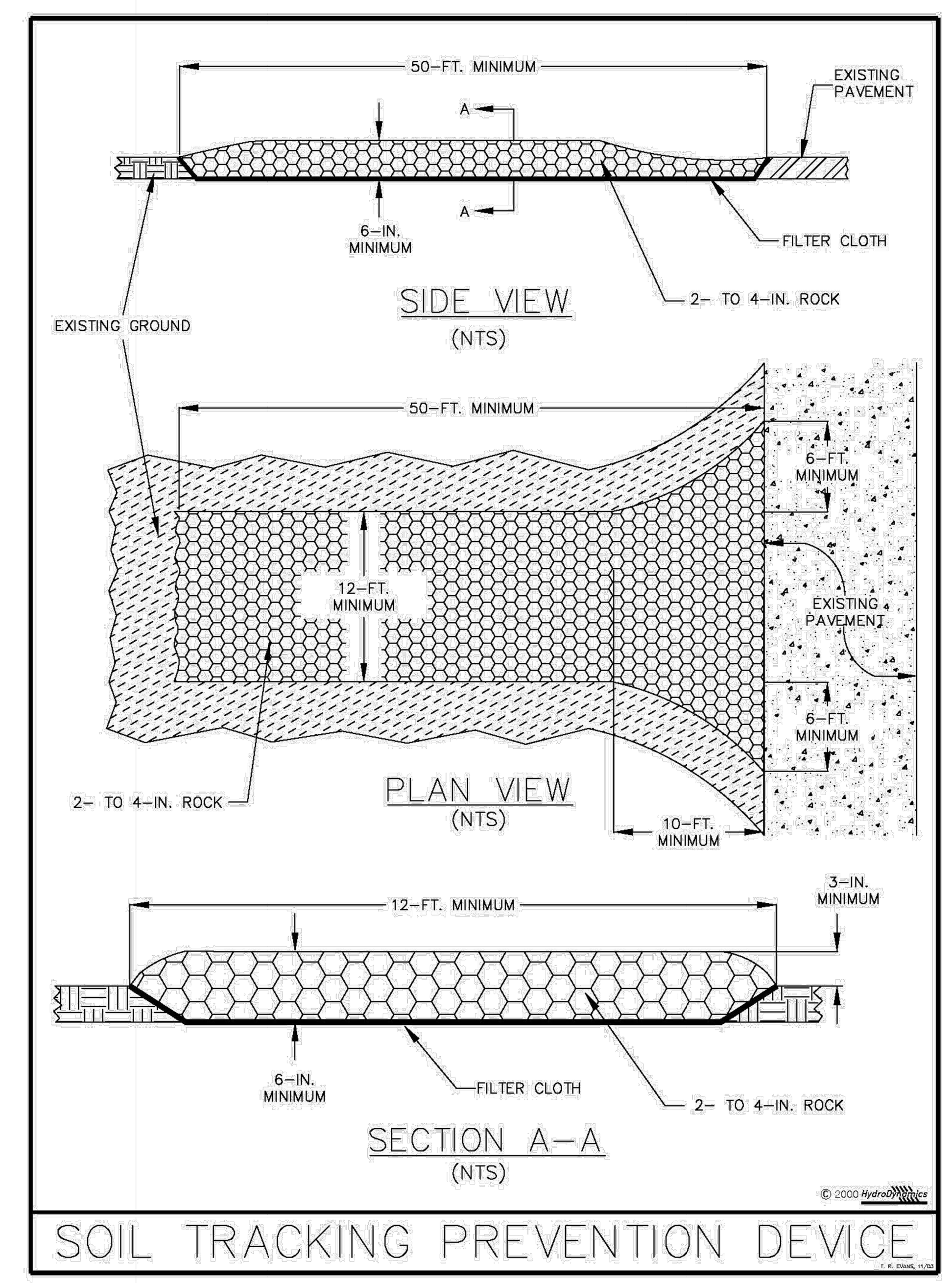


Figure V-52: Illustration of a Soil Tracking Prevention Device

Permission is given by HydroDynamics Incorporated to copy and reproduce this detail

EDC
ENGINEERS & SURVEYORS
ENVIRONMENTAL LAND PLANNERS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
☏ 772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE
EDC	JJL	23-270 indian hills fp r3.dwg	3 SWPPP DETAILS	AS SHOWN	1DECEMBER2023

DATE	REVISION COMMENTS
11-21-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS(TRACY T.) 11-16-2023

INDIAN HILLS GOLF COURSE IMPROVEMENTS

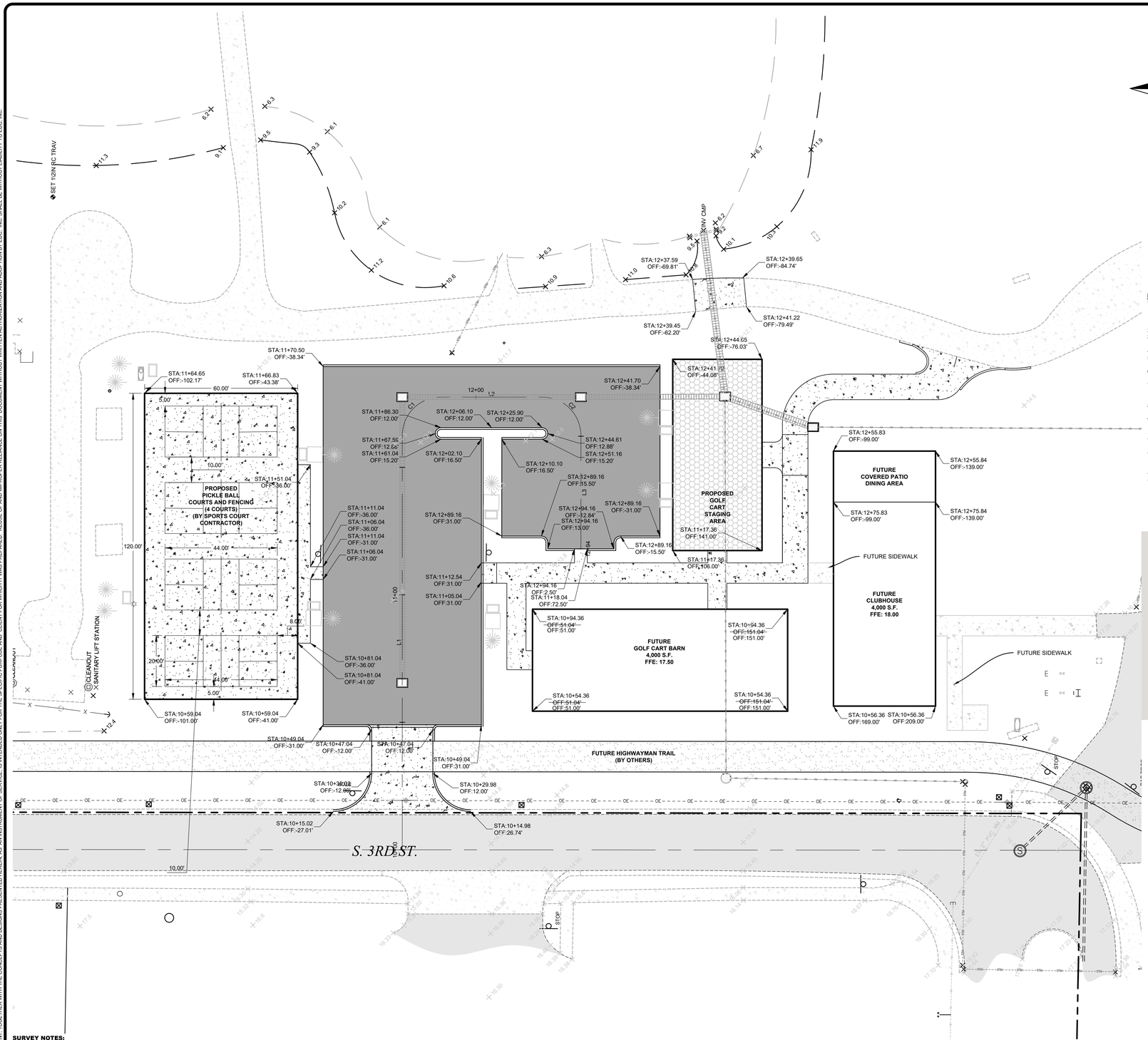
STORM WATER POLLUTION PREVENTION PLAN DETAILS

FORT PIERCE FLORIDA

P.E.(DATE)
#5556
EDC
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
☏ 772-462-2455

23-270

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.



NOTES TO CONTRACTOR:

1. OFF-SITE WORK TO BE PERFORMED UNDER APPROPRIATE RIGHT OF PERMIT OR WITHIN RECORDED CONSTRUCTION EASEMENT FOR WORK ON PRIVATE PROPERTY. ALL PIPE ELEVATIONS AND LOCATIONS SHALL BE FIELD VERIFIED BEFORE COMMENCEMENT. NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS OR INCONSISTENCIES.
2. SOD ALL DISTURBED AREAS.
3. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTION 119 AND 125.
4. MAXIMUM 2% CROSS-SLOPE ON ALL SIDEWALKS, SHALL MEET ADA STANDARDS.
5. ALL CURBING SHALL BE INSTALLED PER FDOT STANDARD PLANS 520-001. TRANSITIONS TO BE FLUSH SHALL BE 3 FEET MINIMUM IN LENGTH.
6. CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT FROM SFWMD IF ANY DEWATERING IS REQUIRED. THIS WORK IS PROPOSED TO BE PERFORMED IN DRY CONDITIONS.
7. BUILDING RAIN LEADERS TO BE ROUTED TOWARDS PERVIOUS AREAS AND DRAINAGE CATCH BASINS. LOCATION SHALL BE CONFIRMED WITH THE ENGINEER OF RECORD PRIOR TO INSTALLATION.
8. MAINTENANCE AND OPERATION OF THE STORMWATER SYSTEM IS THE RESPONSIBILITY OF THE OWNER.
9. ALL ADS SHALL BE CLASS II HDEP, SMOOTH WALLED INTERIOR, AND MEET THE MINIMUM REQUIREMENTS AS SPECIFIED IN SECTION 119 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES
10. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL ITEMS NECESSARY TO MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC THROUGHOUT THE PROJECT.
11. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC IN CONFORMANCE WITH SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
12. PROPOSED UTILITIES ARE SHOWN FOR REFERENCE. SEE LATEST PLANS BY FPUA.
13. EX. UTILITY POLES TO BE REMOVED (BY OTHERS). OVERHEAD UTILITIES TO BE INSTALLED / RELOCATED UNDERGROUND BY OTHERS.

ALIGNMENT LINE DATA		
LINE #	LENGTH	BEARING
L1	162.54'	N89° 00' 40"E
L2	40.00'	S0° 59' 20"E
L3	44.50'	S89° 00' 36"W

ALIGNMENT CURVE DATA						
CURVE #	RADIUS	LENGTH	PC	PT	DELTA	SUPERELEVATION
C1	15.00'	23.56'	11+62.54	11+86.10	90.00	NC
C2	15.00'	23.56'	12+26.10	12+49.66	90.00	NC

SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

811 Know what's below. Call before you dig. It's fast. It's free. It's the law. www.callsunshine.com

LEGEND

M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	PROPOSED TURF BLOCK		PROPOSED SIGN

ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL ✪ LAND PLANNERS
INTERIOR DESIGNERS

10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC — DESIGNED BY
JJL — DRAWN BY
23-270 indian hills fp r3.dwg — FILENAME
4 HC — LAYOUT
AS SHOWN — SCALE
12/5/2023 — DATE

DATE	REVISION COMMENTS
03-26-2024	REVISED GOLF CART BARN OFFSET STATION LOCATION
11-21-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS TRACY 11-15-2023

INDIAN HILLS GOLF COURSE

IMPROVEMENTS
HORIZONTAL CONTROL PLAN

FORT PIERCE — FLORIDA

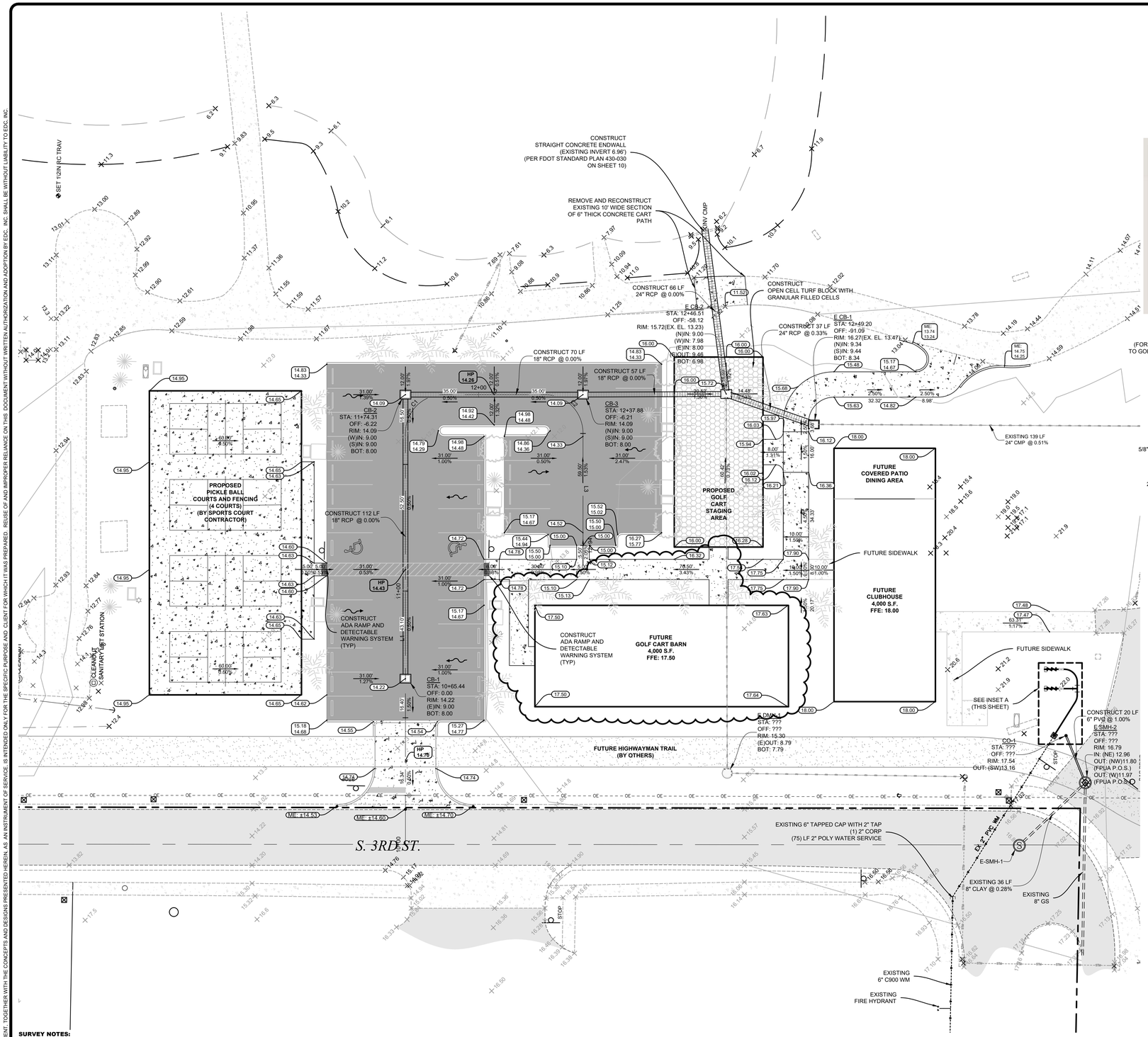
(DATE)

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

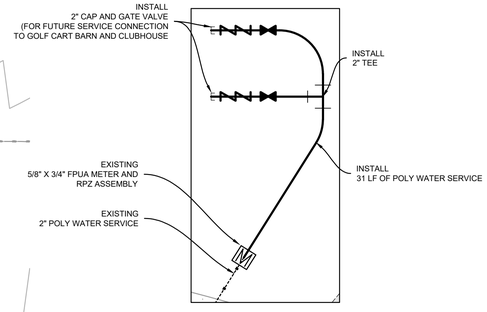
4 OF 11

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.



STORM SEWER INLET TABLE

STRUCTURE NAME	BOT TYPE	TOP TYPE	STATION	OFFSET	RIM	IN INV:	OUT INV:	BOTTOM ELEV.
CB-1	TYPE-C	USF 6210	10+65.44	0.00'	14.22	9.00 (E)		8.00
CB-2	TYPE-C	USF 6210	11+74.31	-6.22'	14.09	9.00 (W) 9.00 (S)		8.00
CB-3	TYPE-C	USF 6210	12+37.88	-6.21'	14.09	9.00 (N) 9.00 (S)		8.00
E CB-1	TYPE-C	USF 6210	12+49.20	-91.09'	16.27	9.34 (N) 9.44 (S)		8.34
E CB-2	TYPE-C	USF 6210	12+46.51	-58.12'	15.72	9.00 (N) 7.98 (W) 8.00 (E)	9.46 (S)	6.98
E DMH-1	TYPE-C	USF 6210	???	???	15.30		8.79 (E)	7.79



INSET A

NOTES TO CONTRACTOR:
1. OFF-SITE WORK TO BE PERFORMED UNDER APPROPRIATE RIGHT OF PERMIT OR WITHIN RECORDED CONSTRUCTION EASEMENT FOR WORK ON PRIVATE PROPERTY. ALL PIPE ELEVATIONS AND LOCATIONS SHALL BE FIELD VERIFIED BEFORE COMMENCEMENT. NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS OR INCONSISTENCIES.
2. SOD ALL DISTURBED AREAS.
3. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTION 119 AND 125.
4. MAXIMUM 2% CROSS-SLOPE ON ALL SIDEWALKS, SHALL MEET ADA STANDARDS.
5. ALL CURBING SHALL BE INSTALLED PER FDOT STANDARD PLANS 520-001. TRANSITIONS TO BE FLUSH SHALL BE 3 FEET MINIMUM IN LENGTH.
6. CONTRACTOR SHALL OBTAIN A DEWATERING PERMIT FROM SFWMD IF ANY DEWATERING IS REQUIRED. THIS WORK IS PROPOSED TO BE PERFORMED IN DRY CONDITIONS.
7. BUILDING RAIN LEADERS TO BE ROUTED TOWARDS PERVIOUS AREAS AND DRAINAGE CATCH BASINS. LOCATION SHALL BE CONFIRMED WITH THE ENGINEER OF RECORD PRIOR TO INSTALLATION.
8. MAINTENANCE AND OPERATION OF THE STORMWATER SYSTEM IS THE RESPONSIBILITY OF THE OWNER.
9. ALL ADS SHALL BE CLASS II HDEP, SMOOTH WALLED INTERIOR, AND MEET THE MINIMUM REQUIREMENTS AS SPECIFIED IN SECTION 119 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES
10. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL ITEMS NECESSARY TO MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC THROUGHOUT THE PROJECT.
11. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC IN CONFORMANCE WITH SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
12. PROPOSED UTILITIES ARE SHOWN FOR REFERENCE. SEE LATEST PLANS BY FPUA.
13. EX. UTILITY POLES TO BE REMOVED (BY OTHERS). OVERHEAD UTILITIES TO BE INSTALLED / RELOCATED UNDERGROUND BY OTHERS.

SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

Know what's **below.** **Call** before you dig.
www.callsunshine.com
811 It's fast. It's free. It's the law.

LEGEND

M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	PROPOSED TURF BLOCK		PROPOSED SIGN

ENGINEERS ● SURVEYORS
ENVIRONMENTALS ● LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC — DESIGNED BY
JJL — DRAWN BY
23-270 indian hills fp i3.dwg — FILENAME
5 PGD_UTILITY — LAYOUT
AS SHOWN — SCALE
12/6/23MEP/2023 — DATE

DATE	REVISION COMMENTS
03-26-2024	REVISED SIDEWALK AND GOLF CART BARN LOCATION
11-21-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS TRACY 11-15-2023

INDIAN HILLS GOLF COURSE

IMPROVEMENTS
PAVING, GRADING, DRAINAGE & UTILITY PLAN
FORT PIERCE FLORIDA

[redacted] E.(DATE)
[redacted]556

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

5 OF 11

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC



(IN FEET)
1 inch = 20 ft.

SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

LEGEND

M E	EXISTING/PROPOSED METER		EXISTING UTILITY POLE
	PROPOSED MITERED END SECTION		DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXIST. DRAINAGE INLET
	EXISTING CONCRETE		STREET LIGHT
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
	PROPOSED CONCRETE		LANDSCAPE LIGHT BOLLARD
	PROPOSED PAVERS	S	PROPOSED SANITARY MANHOLE
	PROPOSED TURF BLOCK		PROPOSED SIGN

811 It's fast. It's free. It's the law.
Know what's **below.** **Call** before you dig.
www.callsunshine.com

ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL ✪ LAND PLANNERS
INTERIOR DESIGNERS

10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	EDC
DRAWN BY	JJL
FILENAME	23-270 indian hills fp r3.dwg
LAYOUT	6 STRIPING
SCALE	AS SHOWN
DATE	DECEMBER 2023

REVISION COMMENTS	DATE
RESPONSE TO CITY OF FORT PIERCE COMMENTS TRACY T	11-16-2023

INDIAN HILLS GOLF COURSE

IMPROVEMENTS
STRIPING PLAN

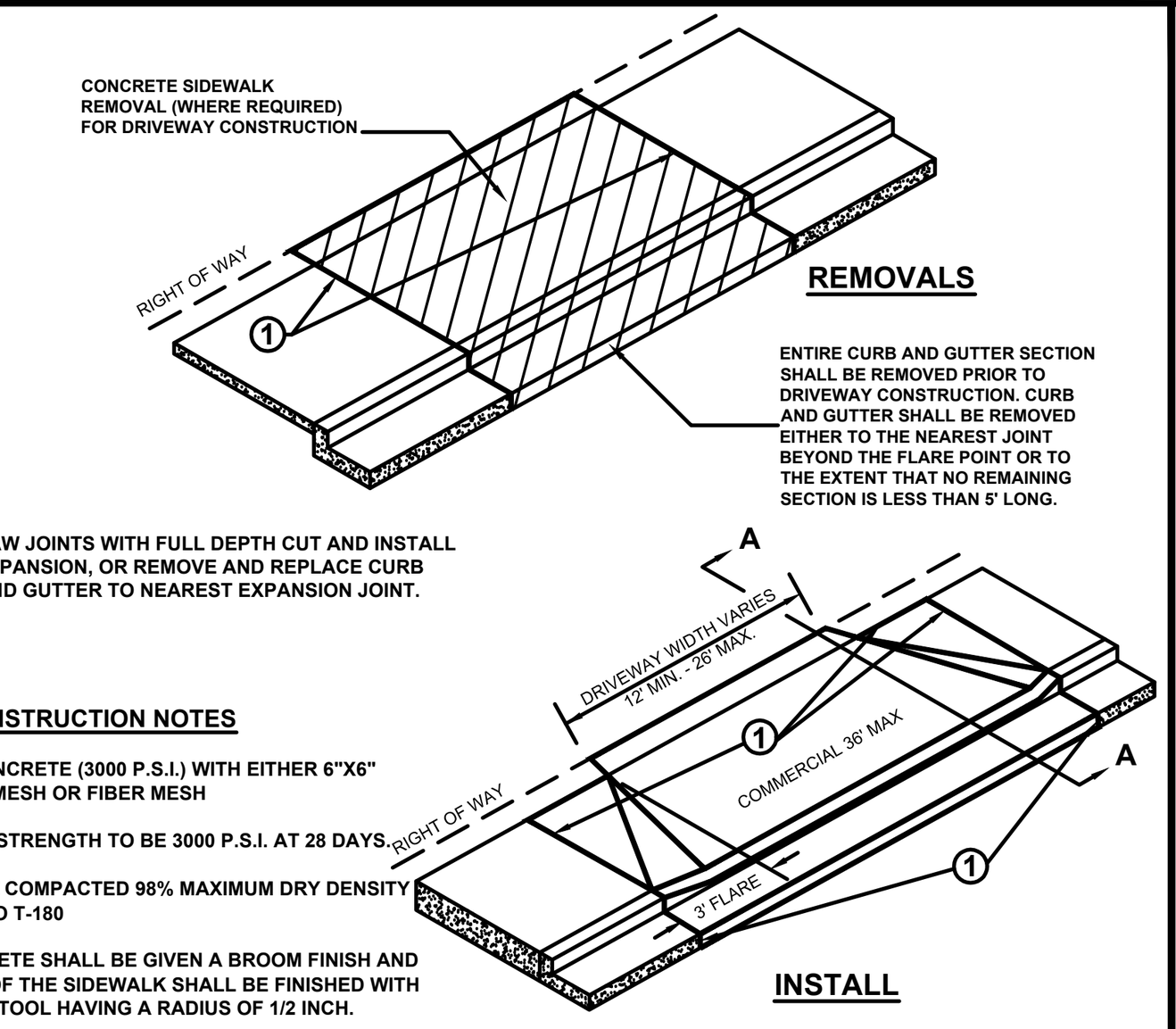
FORT PIERCE FLORIDA

[redacted].(DATE)
[redacted]556

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

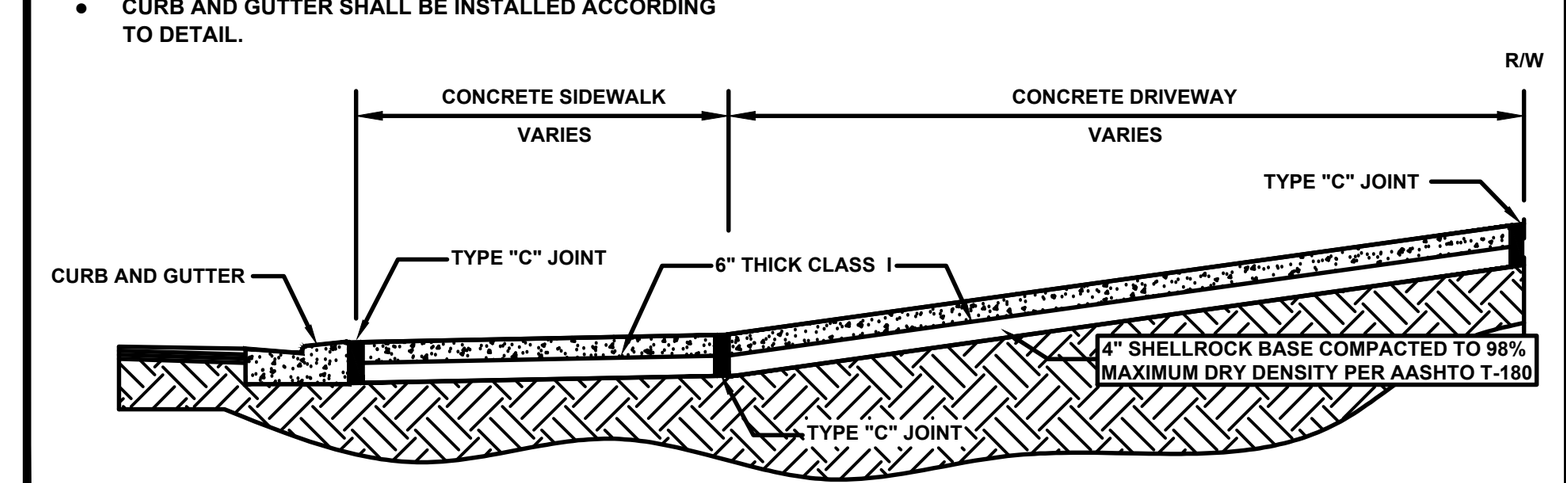
6 OF 11



① SAW JOINTS WITH FULL DEPTH CUT AND INSTALL EXPANSION, OR REMOVE AND REPLACE CURB AND GUTTER TO NEAREST EXPANSION JOINT.

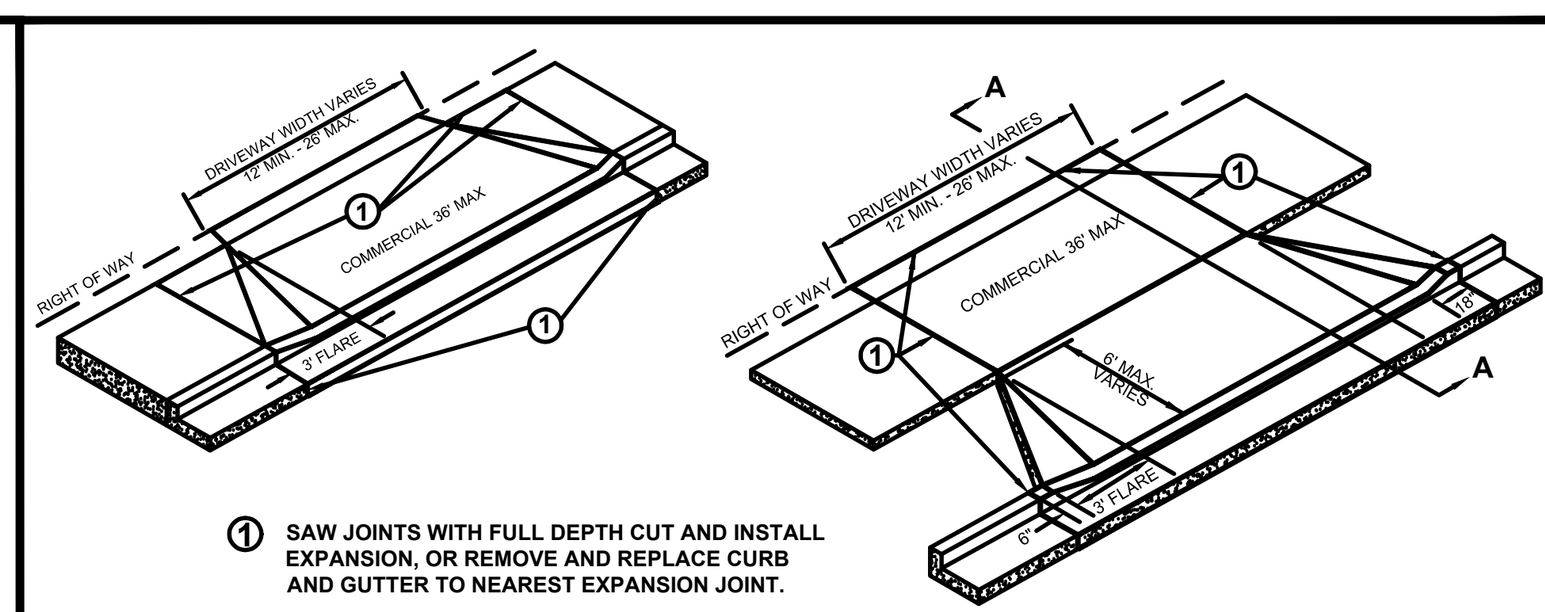
GENERAL CONSTRUCTION NOTES

- CLASS I CONCRETE (3000 P.S.I.) WITH EITHER 6"X6" 10/10 WIRE MESH OR FIBER MESH
- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH.
- DRIVEWAY GREATER THAN 20' WIDE SHALL HAVE CONTRACTION JOINTS PERPENDICULAR TO CURB WITH MINIMUM 10' SPACING.
- FORMS ARE REQUIRED ON ALL EDGES.
- CURB AND GUTTER SHALL BE INSTALLED ACCORDING TO DETAIL.

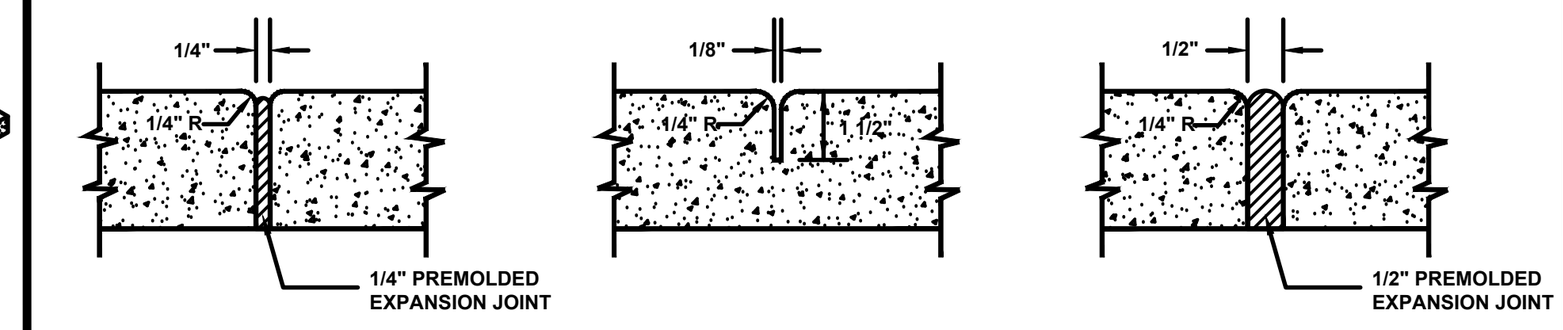


SECTION A-A

DRIVEWAY WITH SIDEWALK AND NO UTILITY STRIP DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 2



① SAW JOINTS WITH FULL DEPTH CUT AND INSTALL EXPANSION, OR REMOVE AND REPLACE CURB AND GUTTER TO NEAREST EXPANSION JOINT.



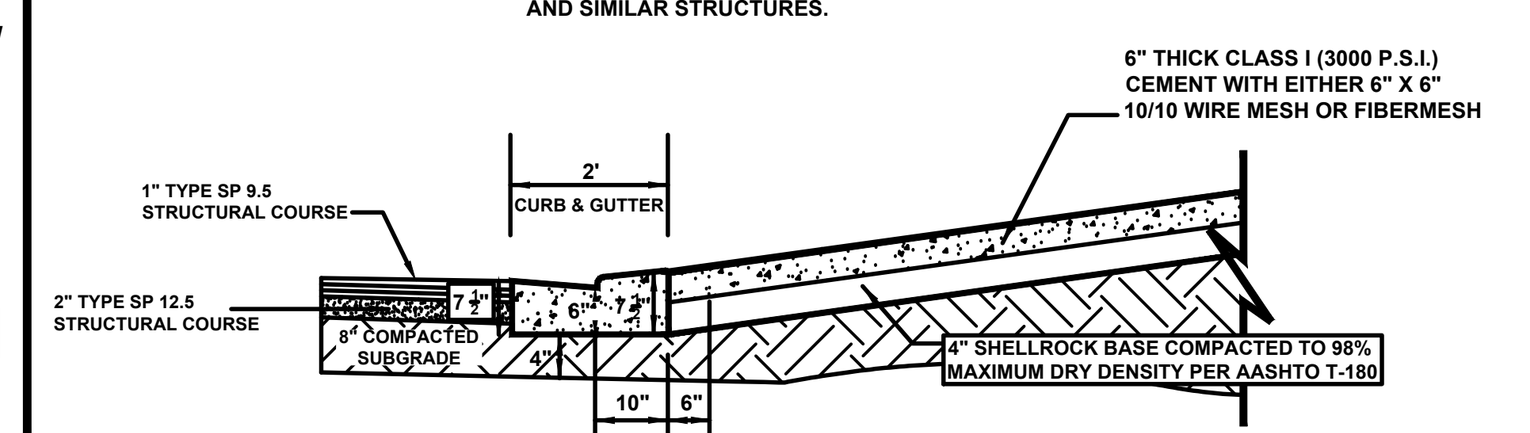
TYPE "A" TYPE "B" TYPE "C"

GENERAL CONSTRUCTION NOTES

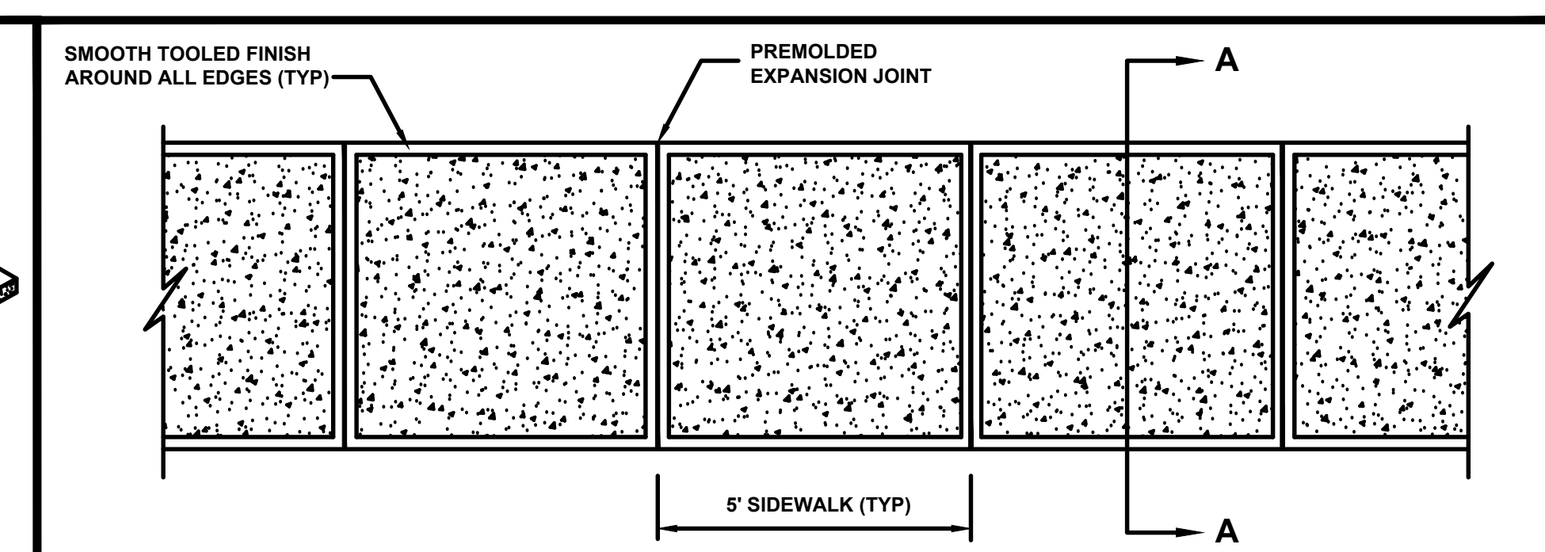
"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

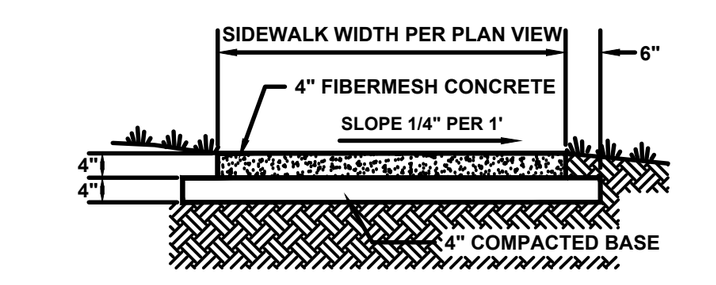
"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.



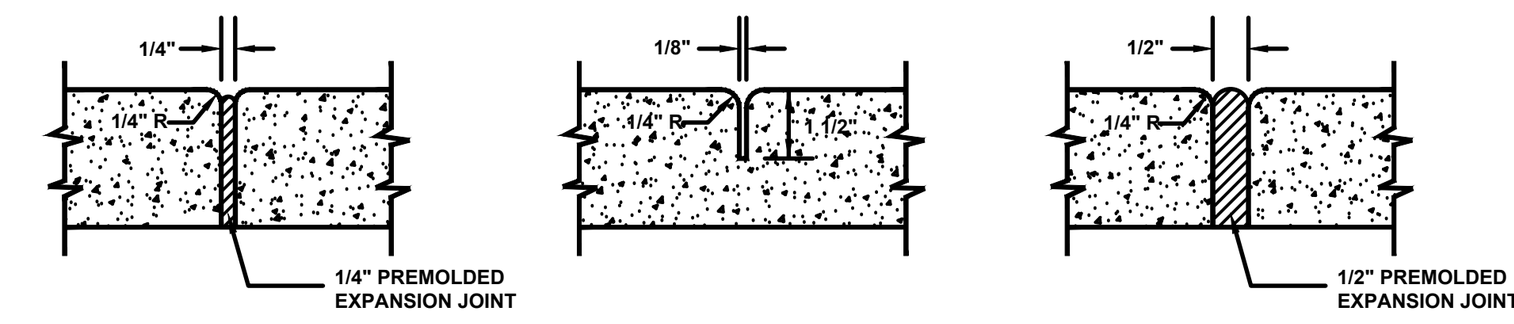
CONCRETE DRIVEWAY EXPANSION JOINT DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 3





SECTION A-A

- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)
- EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH



TYPE "A" TYPE "B" TYPE "C"

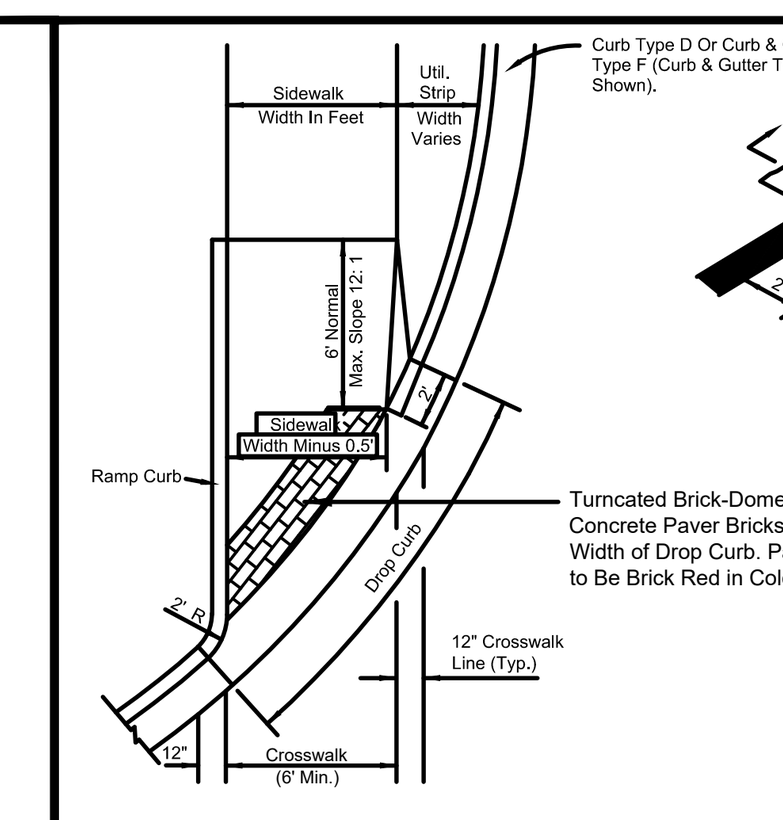
GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

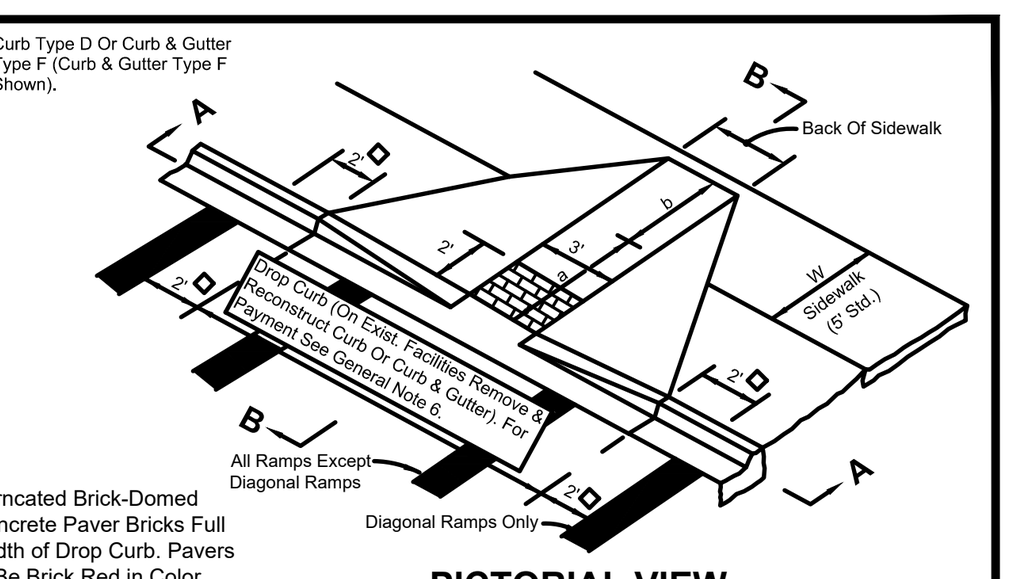
"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

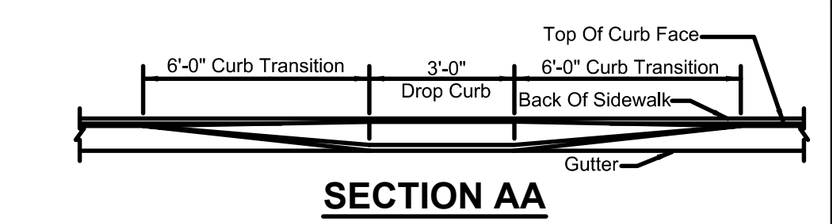
STANDARD SIDEWALK DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 7



PLAN VIEW



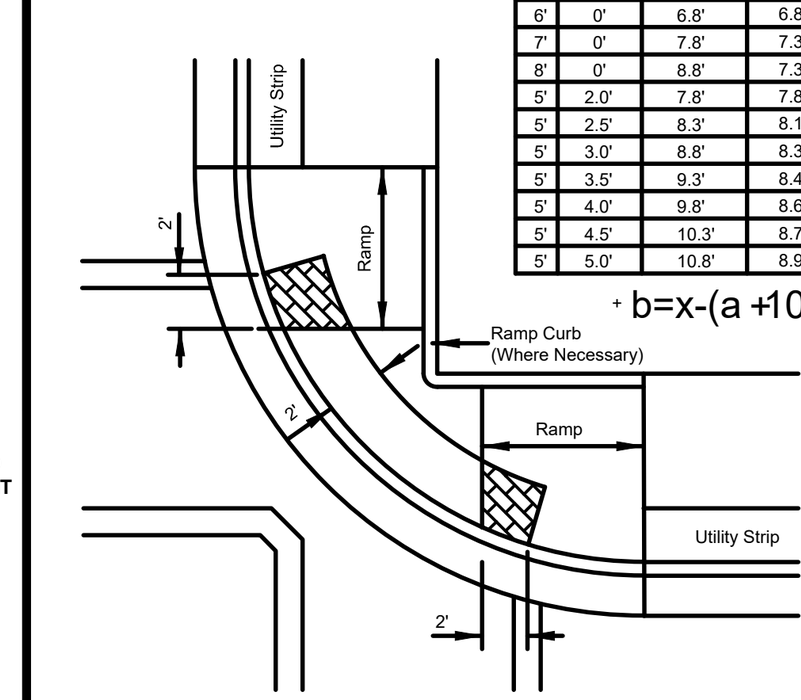
PICTORIAL VIEW



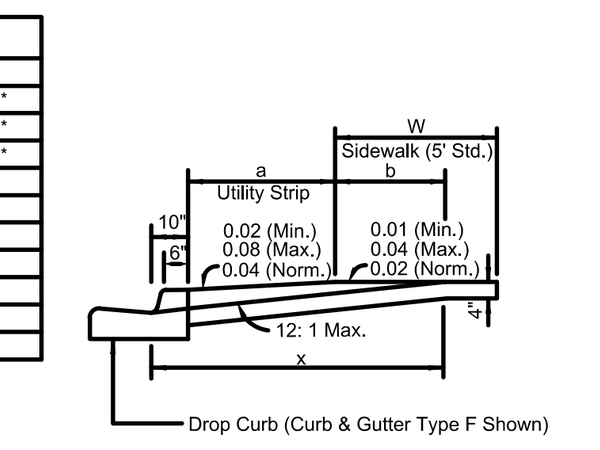
SECTION AA

W	a	W + a + 10"	X	b
5'	0'	5.8'	5.8'	5.0'*
6'	0'	6.8'	6.8'	6.0'**
7'	0'	7.8'	7.3'	6.5'**
8'	0'	8.8'	7.3'	6.5'**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

+ b=x-(a +10")



DIAGONAL RAMPS



SECTION BB

◇ NOT LESS THAN 2' FULL HEIGHT CURB ADJACENT TO DIAGONAL RAMP AND WITHIN CROSSWALK LIMITS

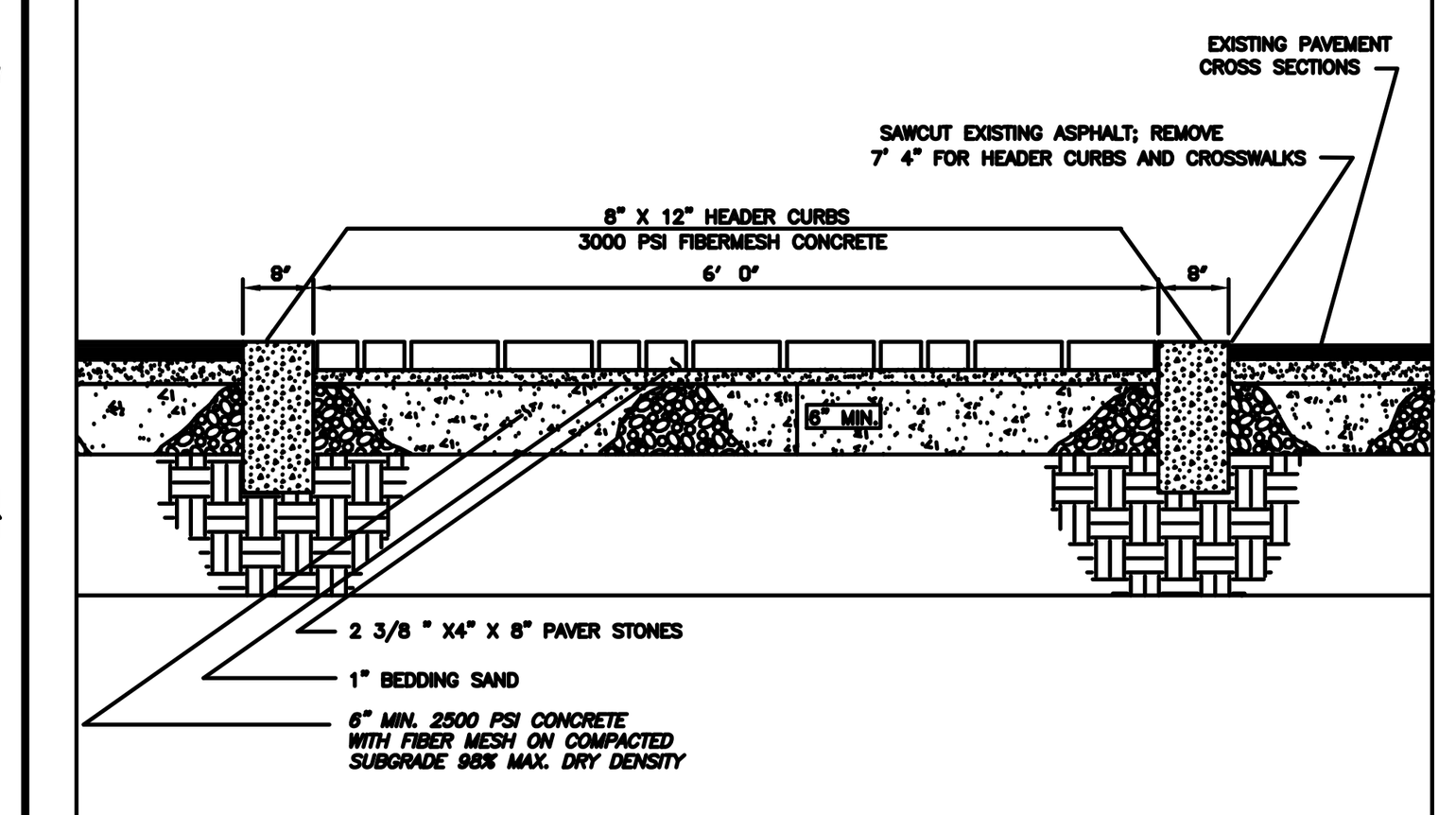
▣ CROSSWALK WIDTHS AND CONFIGURATION VARY.

b = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12: 1 SLOPE.

* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.

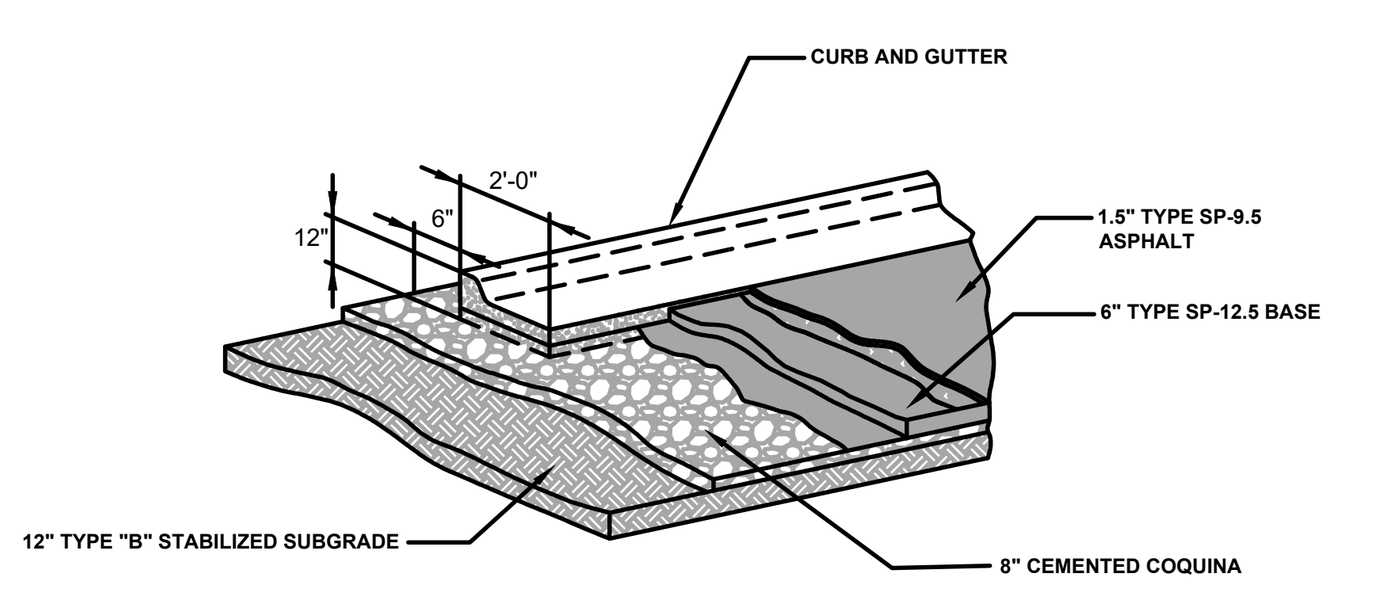
** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPES 0.04 AND PART 0.02.

HANDICAP RAMP DETAIL — DATE: JUNE 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 9

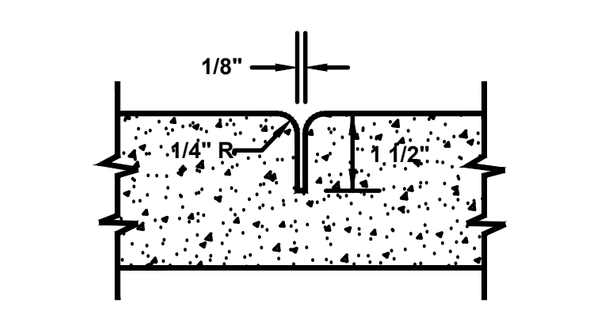


CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING TECHNICAL SPECIFICATIONS AND DETAILS

STREET CROSS-WALK DETAIL — REVISIONS 3-11 — SCALE: N.T.S. — ISSUED AUGUST 1999 — SHEET No. BP1



ISOMETRIC VIEW

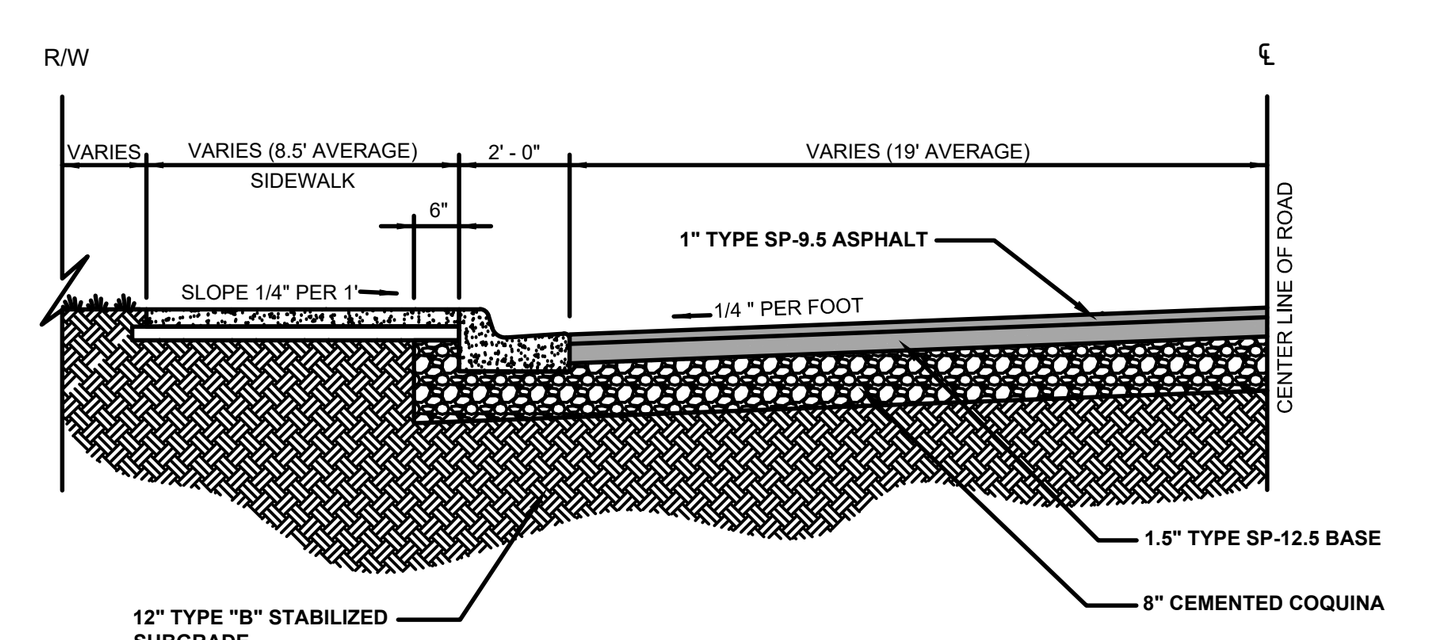


10' CENTER TO CENTER ON NEW CURB AND GUTTER

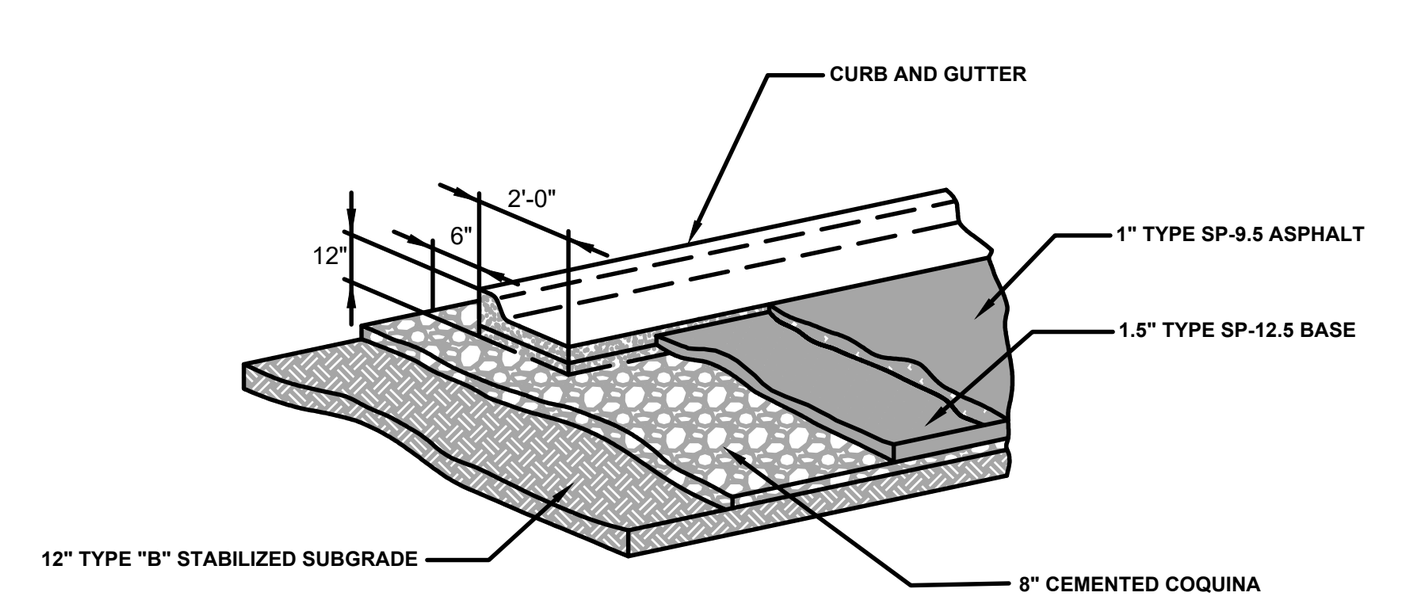
GENERAL CONSTRUCTION NOTES

- SURFACE COURSE: 1" TYPE SP - 9.5 STRUCTURAL COURSE
- BASE COURSE: 1.5" TYPE SP - 12.5 STRUCTURAL COURSE
- GRANULAR COURSE: 8" CEMENTED COQUINA (LBR-100)
- SUBGRADE COURSE: 12" TYPE "B" STABILIZATION SUBGRADE (LBR-40)

TYPE "F" CURB AND GUTTER WITH JOINT DETAILS — DATE: JANUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 11



TYPICAL SECTION

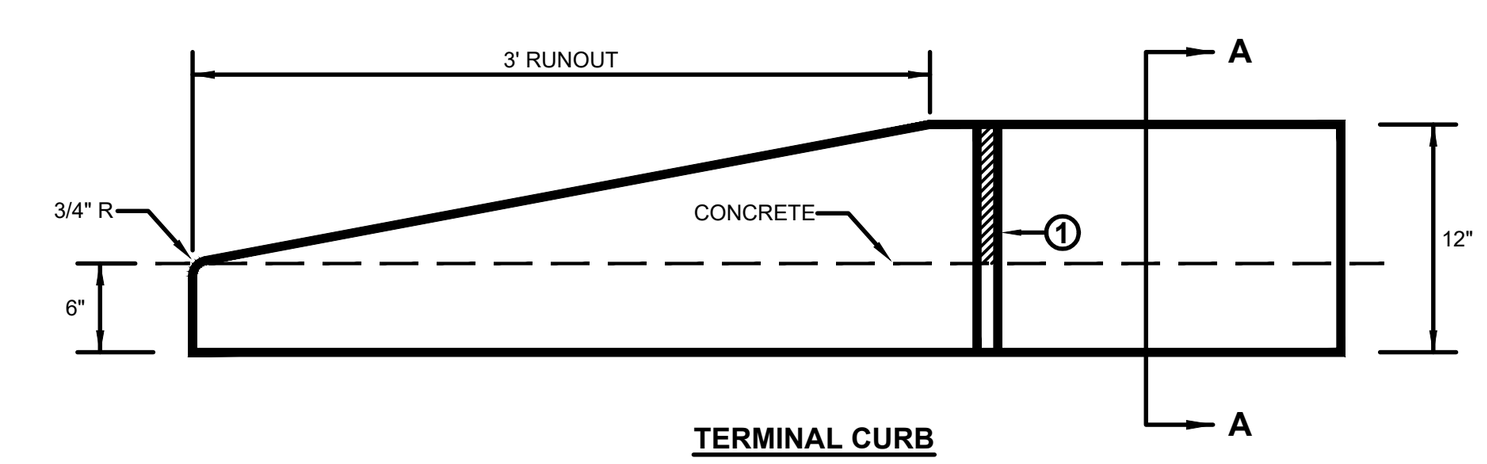


ISOMETRIC VIEW

GENERAL CONSTRUCTION NOTES

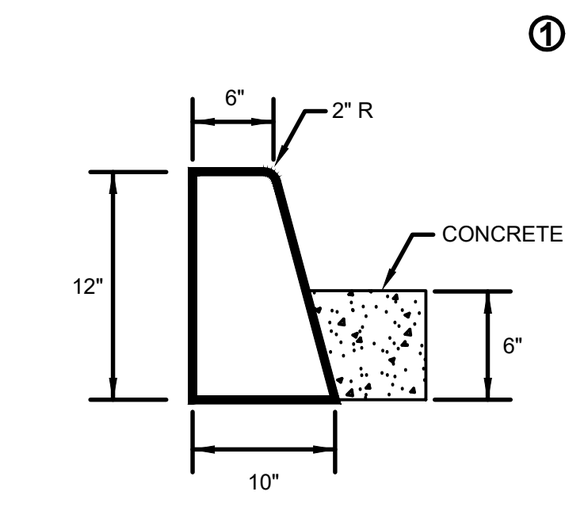
- SURFACE COURSE: 1" TYPE SP - 9.5 STRUCTURAL COURSE
- BASE COURSE: 1.5" TYPE SP - 12.5 STRUCTURAL COURSE
- GRANULAR COURSE: 8" CEMENTED COQUINA (LBR-100)
- SUBGRADE COURSE: 12" TYPE "B" STABILIZATION SUBGRADE (LBR-40)

PAVEMENT WITH CURB GUTTER AND SIDEWALK — DATE: JANUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 14

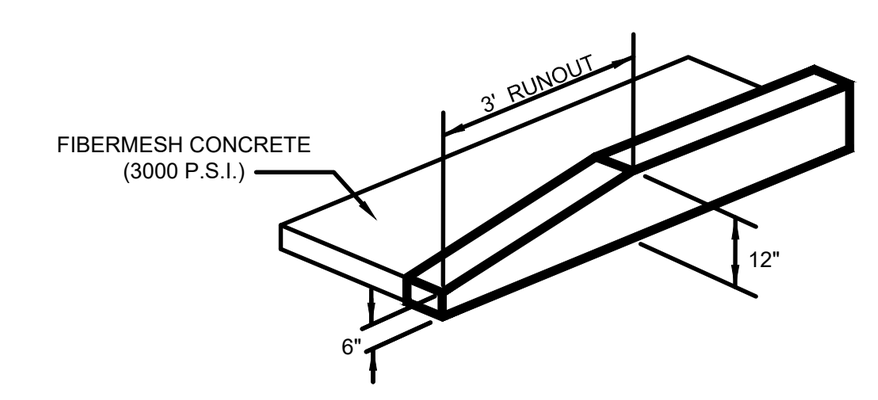


TERMINAL CURB

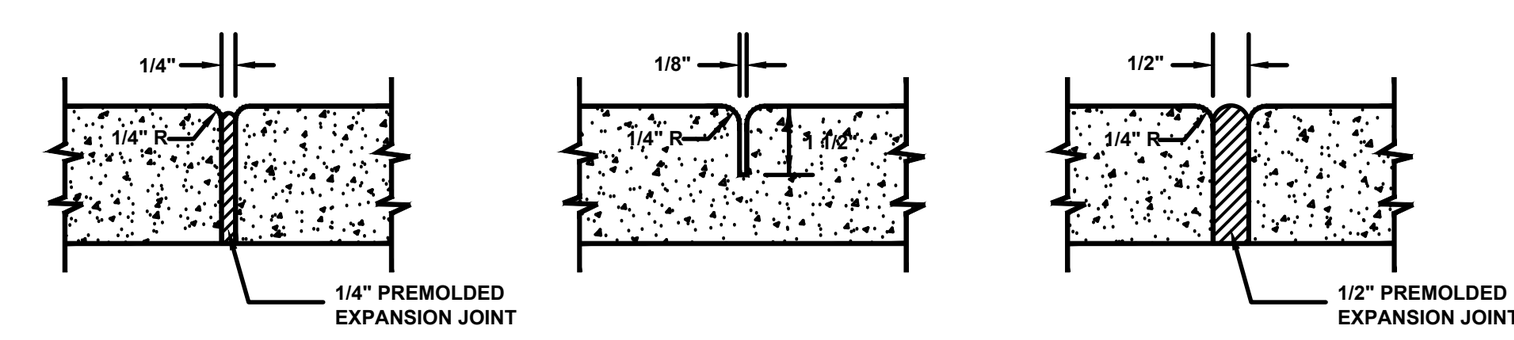
① NOTE: 1/2" EXPANSION JOINT WITH PREMOLDED EXPANSION MATERIAL AT 100' ON CENTER



SECTION A-A



ISOMETRIC VIEW



TYPE "A" TYPE "B" TYPE "C"

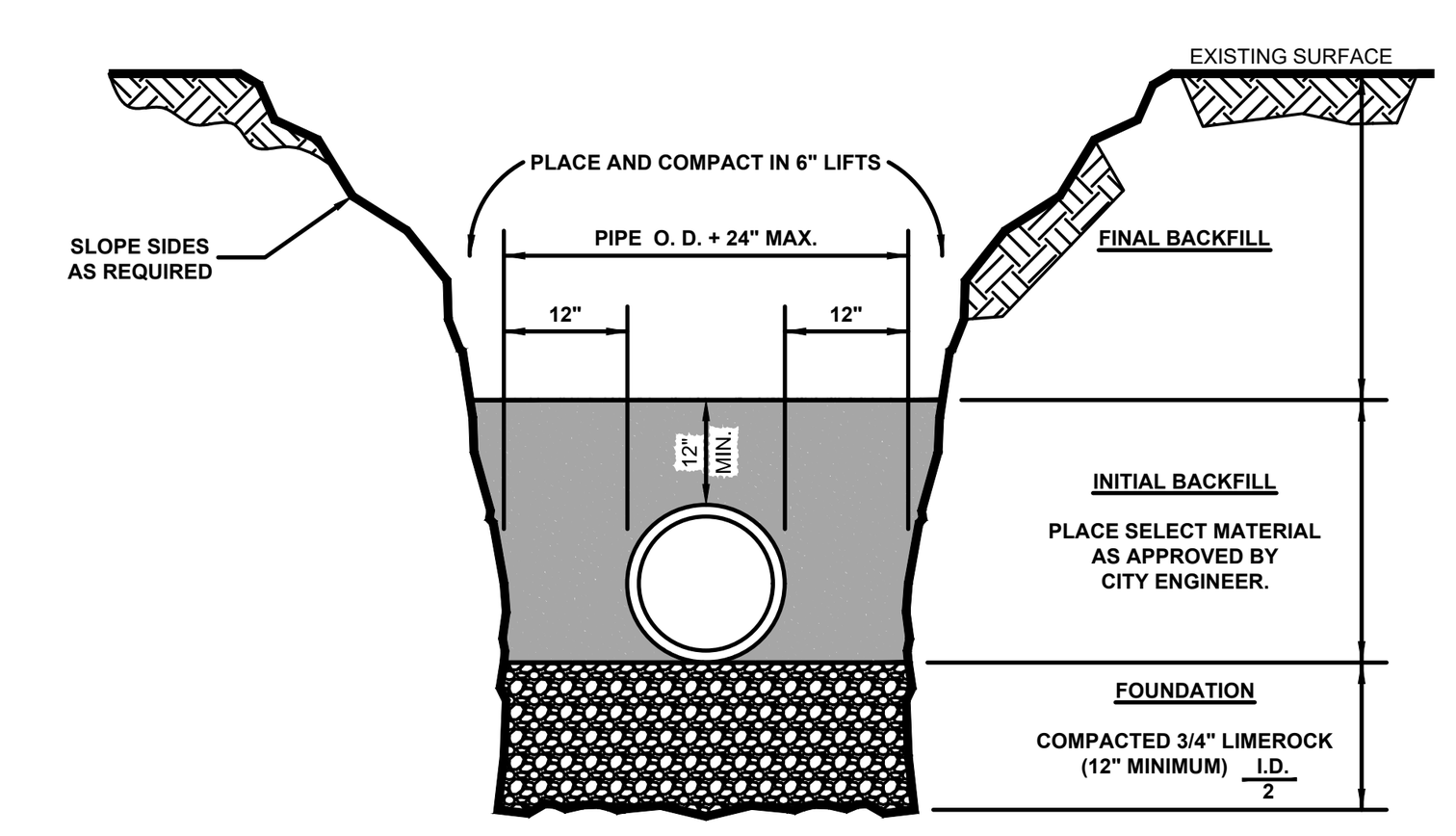
GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

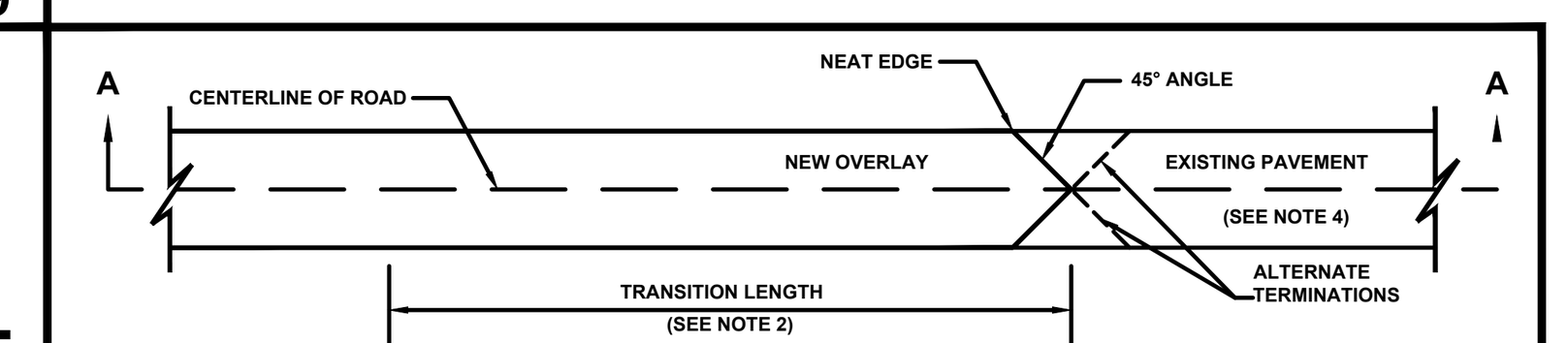
TERMINAL CURB WITH JOINT DETAILS — DATE: FEBRUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 21

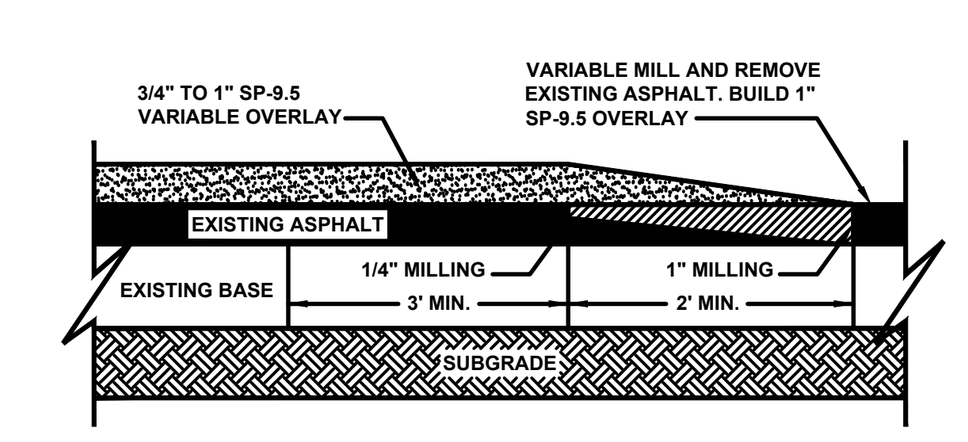


GENERAL CONSTRUCTION NOTES

- ALL TRENCHING SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
- FOUNDATION: 3/4" LIMEROCK A MINIMUM OF 12" IN DEPTH.
- INITIAL BACKFILL: THE MATERIAL PLACED TO 12" ABOVE THE PIPE SHALL BE PLACED IN SIX INCH LAYERS AND COMPACTED WITH MECHANICAL TAMPERS TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99
- FINAL BACKFILL: TO BE PLACED IN LAYERS NOT TO EXCEED ONE FOOT IN THICKNESS AND COMPACTED WITH APPROPRIATE EQUIPMENT TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99

TRENCH DETAIL — DATE: FEBRUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 23





SECTION A-A

GENERAL CONSTRUCTION NOTES

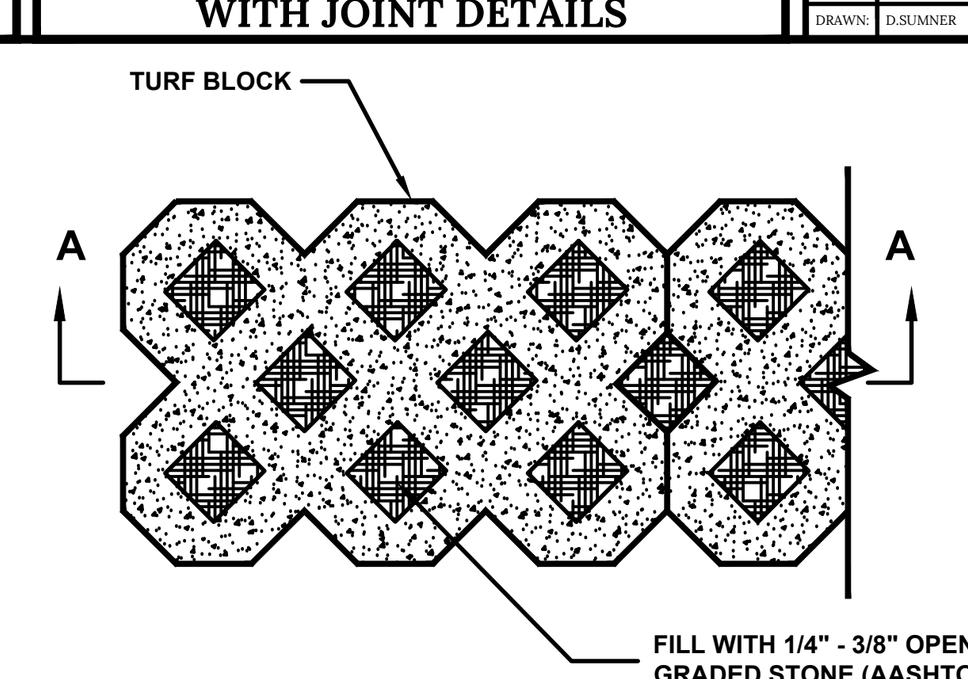
1. HOT MIX ASPHALT (HMA) OVERLAY SPLICES SHALL BE USED AT ENDS OF (HMA) OVERLAY HIGHWAY SECTIONS, MAJOR INTERSECTIONS, AND OTHER LOCATIONS INDICATED IN THE PLANS .
2. THE TRANSITION LENGTH IN FEET SHALL BE LESS THAN THE VALUE OBTAINED BY MULTIPLYING THE EFFECTIVE OVERLAY THICKNESS IN INCHES (DIFFERENCE BETWEEN THE EXISTING AND THE OVERLAID ELEVATIONS) BY THE "K" VALUE FROM THE TABLE FOR THE POSED SPEED OF THE HIGHWAY. THE MINIMUM TRANSITION LENGTH IS 30 FEET.
3. ALL SURFACES OF THE (HMA) OVERLAY SPLICE TRANSITION AREA SHALL BE CLEANED AND TACK COATED PRIOR TO (HMA) PLACEMENT. THE COST OF MILLING REBATES, AND TACK COAT IN THE (HMA) OVERLAY SPLICE TRANSITION AREA SHALL BE PAID FOR UNDER THEIR RESPECTIVE ITEMS. COST OF LEAVING A NEAT EDGE SHALL BE INCLUDED IN THE MILLING ITEM.

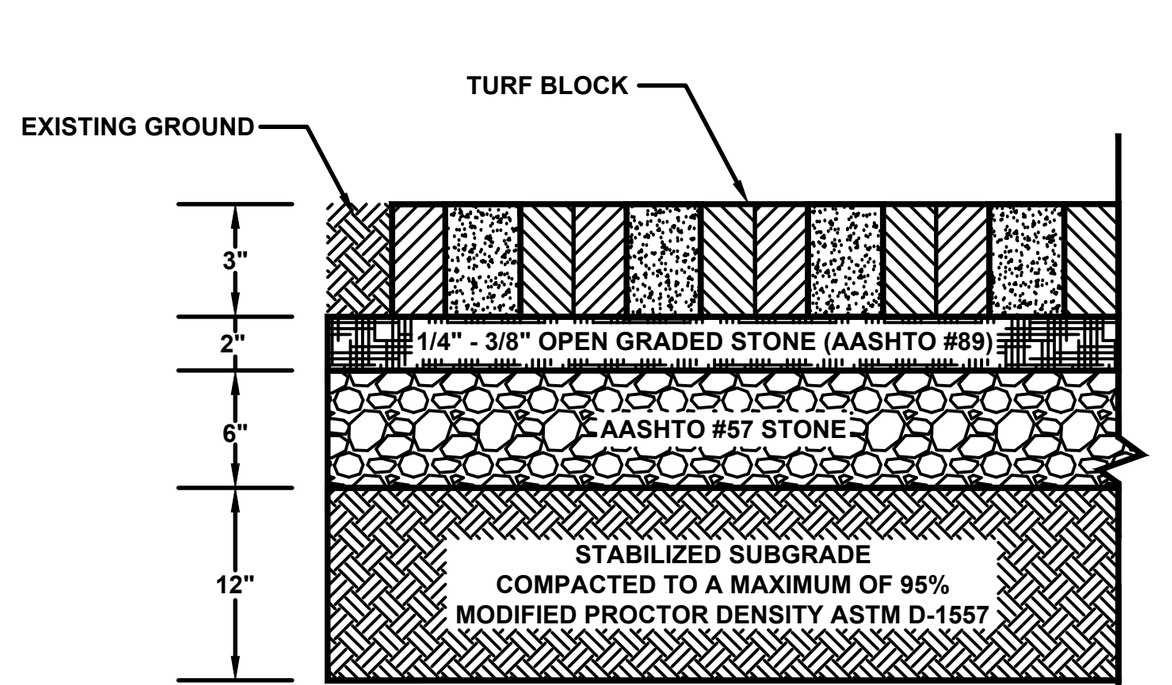
   EXAMPLE: IF THE POSTED SPEED IS 55 MPH, EFFECTIVE OVERLAY THICKNESS = 2" THEN THE MINIMUM TRANSITION LENGTH = 2 INCHES X 30 FT/IN = 60 FEET
4. SAW CUTS SHALL BE MADE SO THAT SURFACE RUNOFF IS DIRECTED TO THE EDGE OF PAVEMENT.
5. IN THE TRANSITION AREA, PAVEMENT COURSE OTHER THAN THE TOP COURSE SHALL BE FEATHERED OUT USING TOP COURSE OR OTHER APPROPRIATE MATERIAL. PAVEMENT SHALL BE MADE UNDER THE APPROPRIATE ITEM.

"K" VALUE TABLE FT/IN

POSTED SPEED MPH	30	35	40	45	50	55	60	65

PAVEMENT SPLICE DETAIL — DATE: MAY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET ?





SECTION A-A

TURF BLOCK				
DIMENSIONS	THICKNESS	SF PER CUBE	CUBE WEIGHT	SURFACE PERMEABILITY
23-5/8" X 15-3/4"	3-1/8" (80MM)	94	2200 LBS	40%

TURF BLOCK DETAIL — DATE: SEPTEMBER 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 14

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

ENGINEERS • SURVEYORS
ENVIRONMENTAL • LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC	JJL	23-270 indian hills fp r3.dwg	7 PGD DETAILS	AS SHOWN	1DECEMBER2023
DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE

DATE	REVISION COMMENTS
11-21-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS(TRACY T.) 11-16-2023

IMPROVEMENTS

PAVING GRADING & DRAINAGE DETAILS

FORT PIERCE FLORIDA

E.(DATE)

5556

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

7 OF 11

811. It's fast. It's free. It's the law. Know what's below. Call before you dig. www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION — G-1 NOTES
02-06 | DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: DETAIL NOTES 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: JJM | SCALE: N.T.S. | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2010 | SHEET 1 OF 2 | BORDER BY ... David L. Pritzlaff

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFCATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE. CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45% AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAIINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGHTS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION — G-1 NOTES
02-06 | DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: DETAIL NOTES 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: JJM | SCALE: N.T.S. | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2010 | SHEET 2 OF 2 | BORDER BY ... David L. Pritzlaff

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIRE-MENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS — G-2 CONSTRUCTION NOTES
02-06 | DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: DETAIL NOTES 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: JJM | SCALE: N.T.S. | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2010 | SHEET 1 OF 1 | BORDER BY ... David L. Pritzlaff

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

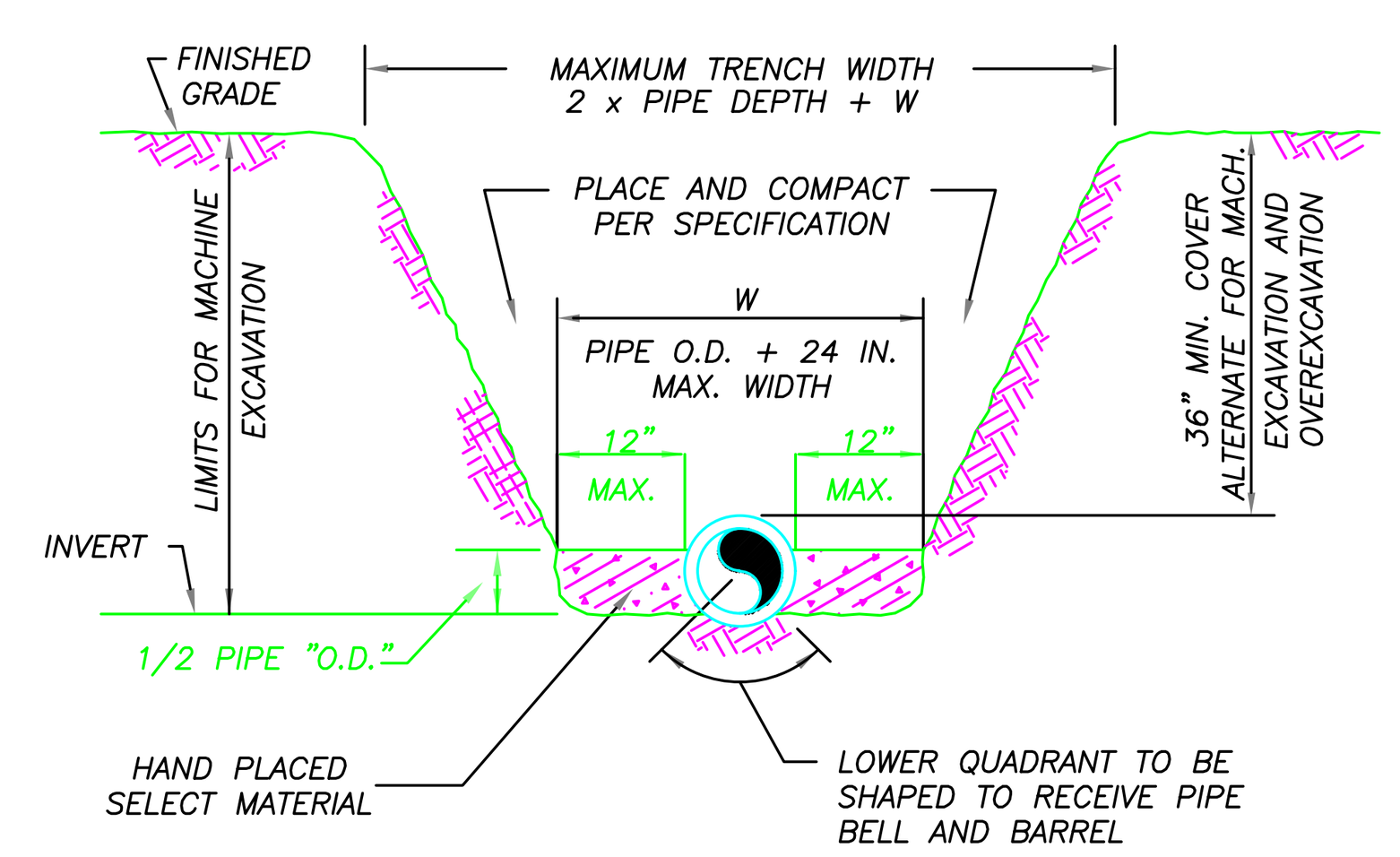
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT — G-3 WATER/SEWER CONFLICT
02-06 | DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: DETAIL NOTES 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: JJM | SCALE: N.T.S. | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2010 | SHEET 1 OF 1 | BORDER BY ... David L. Pritzlaff

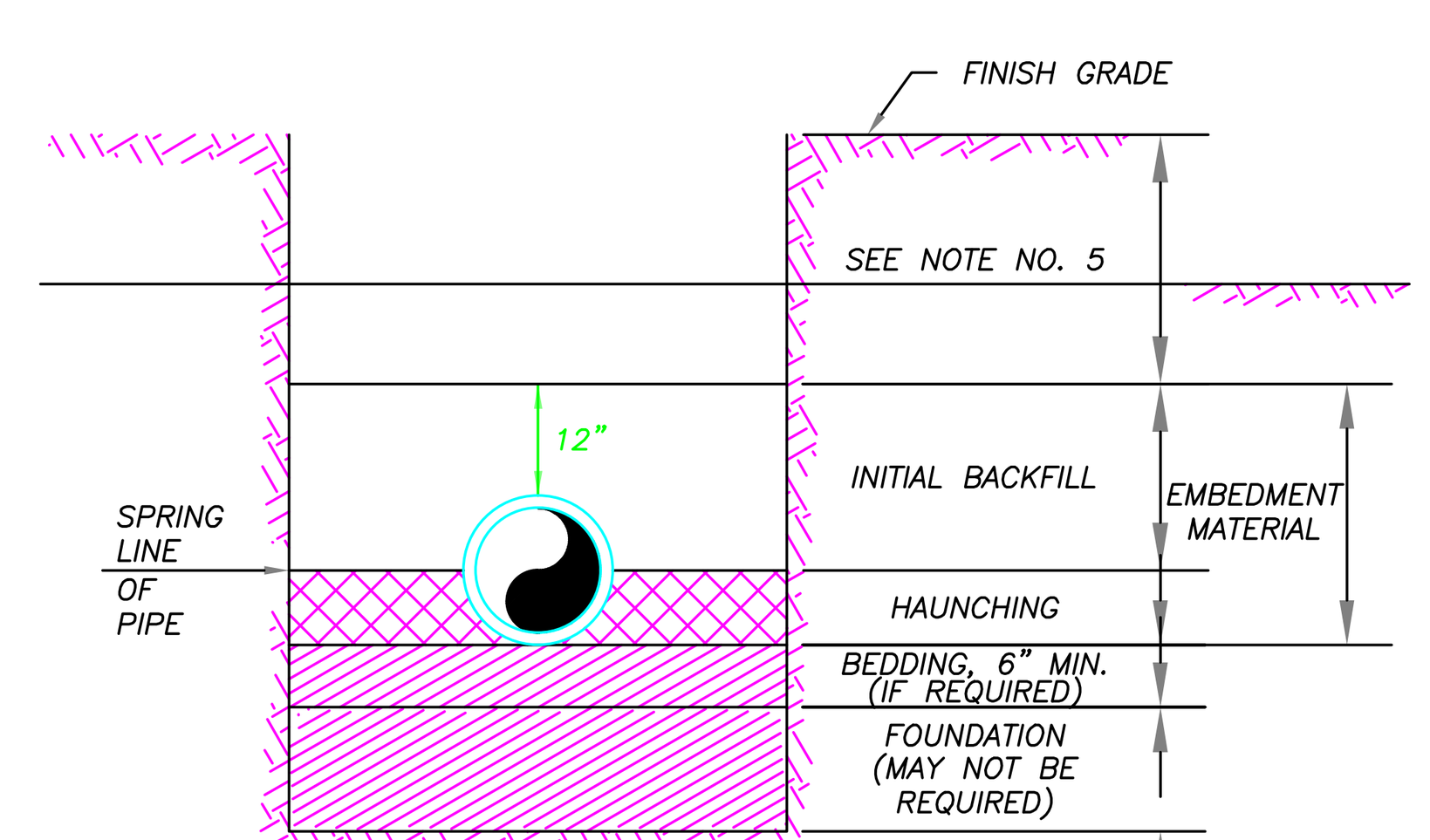


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.

TYPICAL TRENCH DETAIL — M-1
03-09 | CONCRETE SLAB | SLL | JLC
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL | SCALE: | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2015 | SHEET 1 OF 1

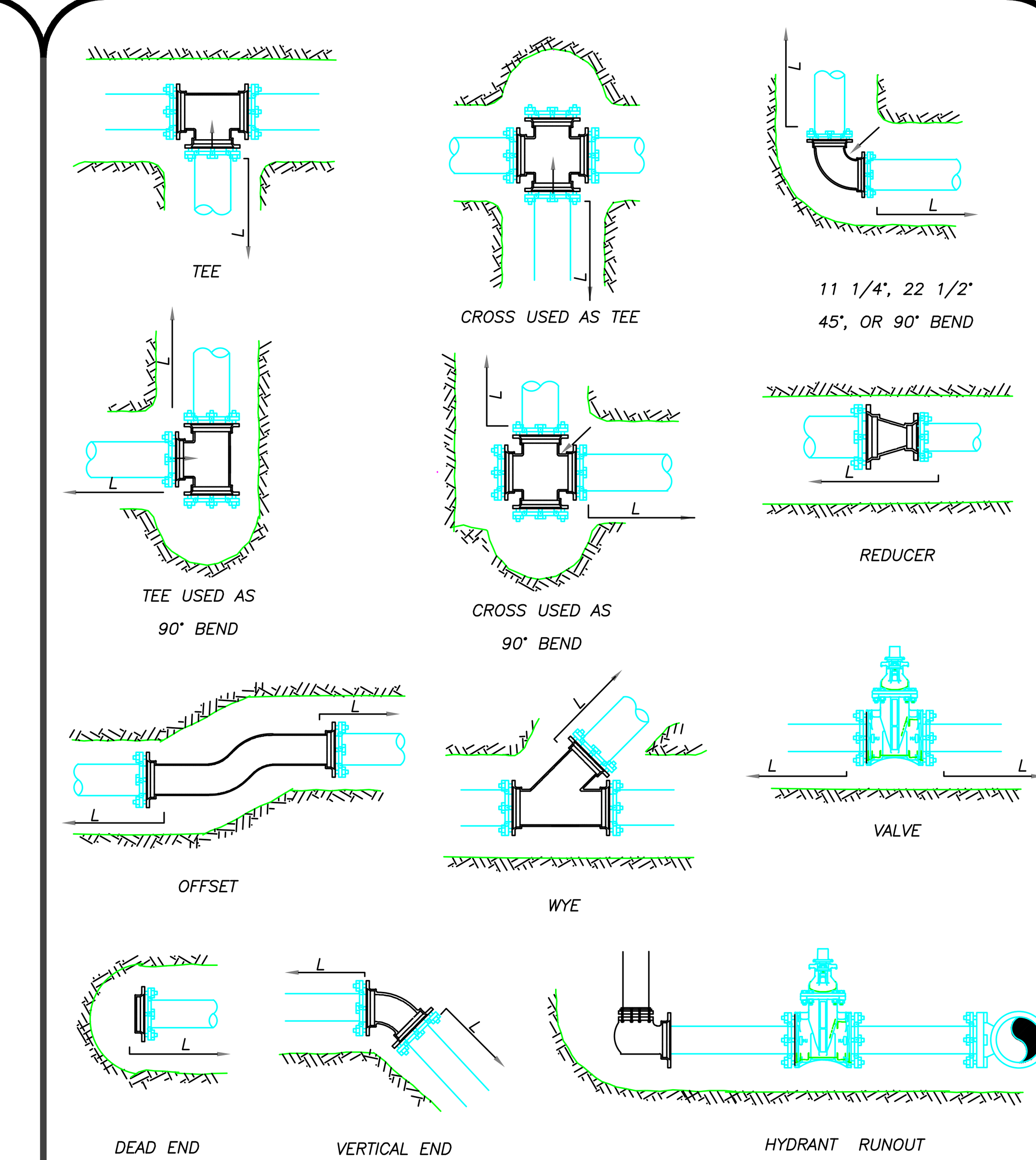


BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

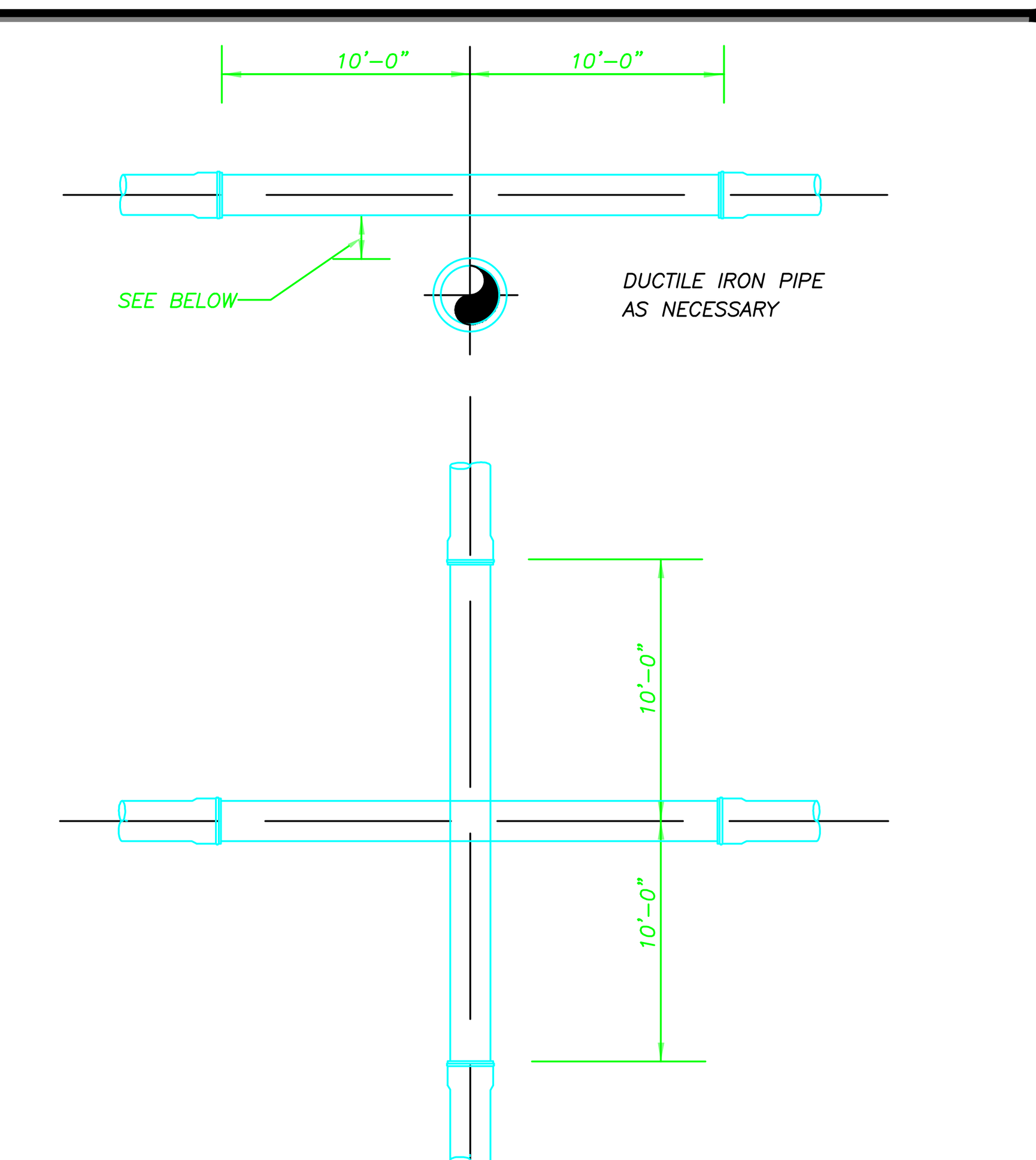
1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS — M-2
03-09 | CONCRETE SLAB | SLL | JLC
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL | SCALE: | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2015 | SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

MECHANICAL JOINT ANCHORING REQUIREMENTS — M-3
03-09 | CONCRETE SLAB | SLL | JLC
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL | SCALE: | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2015 | SHEET 1 OF 1



NOTE:

PLEASE REFER TO FORT PIERCE UTILTIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL — M-5
03-09 | CONCRETE SLAB | SLL | JLC
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG | WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL | SCALE: | FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC | DATE: 2015 | SHEET 1 OF 1

ENGINEERS SURVEYORS
ENVIRONMENTAL LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC — DESIGNED BY
JJL — DRAWN BY
23-270 indian hills fp r3.dwg — FILENAME
8 FPUA DETAILS — LAYOUT
AS SHOWN — SCALE
1DECEMBER2023 — DATE

DATE	REVISION COMMENTS
10-06-2023	RESPONSE TO FPUA COMMENTS
06-16-2023	RESPONSE TO PRCP COMMENTS
	RESPONSE TO CITY OF FORT PIERCE COMMENTS(TRACY T.) 11-16-2023

INDIAN HILLS IMPROVEMENTS
FPUA DETAILS
FORT PIERCE FLORIDA

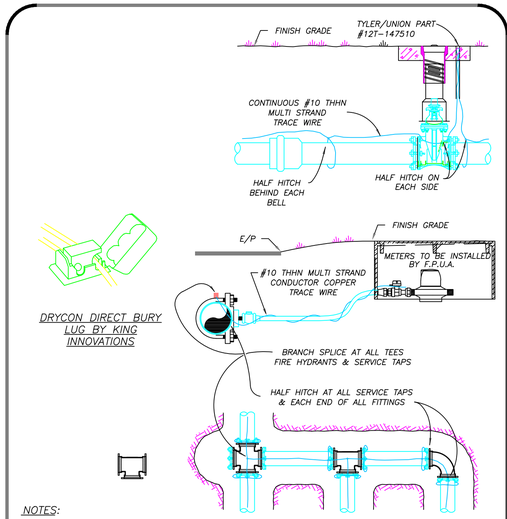
(DATE)
5556

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

8 OF 11

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

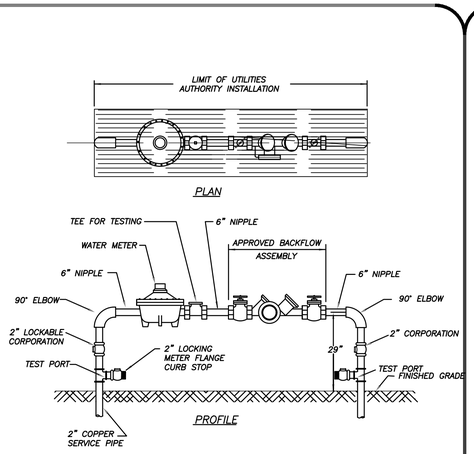


NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

FPUA COMMUNITY PROUD	TRACE WIRE DETAIL	M-11
DATE: 03-09 CONCRETE SLAB; REVISION: SLL; BY: JLC; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC; COMPUTER FILE #: MSC DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE:		
APPROVED: JLC; DATE: 2015; SHEET 1 OF 1		



NOTES:

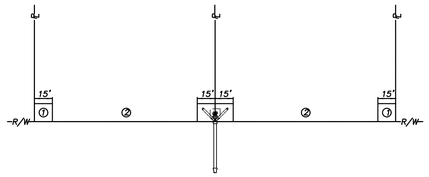
1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD	WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)	W-8
DATE: 03-09 DESIGN; REVISION: SLL; BY: JLC; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC; COMPUTER FILE #: WATER DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 1 OF 1		

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

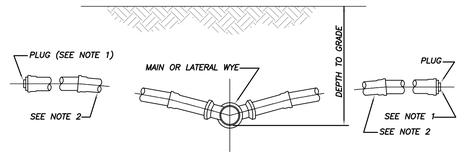


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 10 FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT-OF-WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WASTEWATER SERVICE PLACEMENT
(N.T.S.)

FPUA COMMUNITY PROUD	WASTEWATER SERVICE PLACEMENT POLICY	S-1
DATE: 02-06 02-15; REVISION: SLL; BY: JLC; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: SLL; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 1 OF 1		

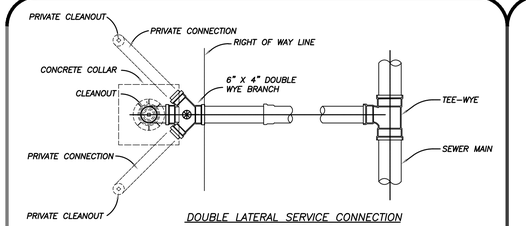


NOTES:

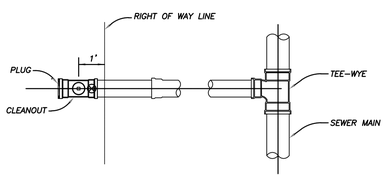
1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	SERVICE CONNECTION WASTEWATER	S-2
DATE: 02-06; REVISION: ; BY: ; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JLC; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2015; SHEET 1 OF 1		



DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE

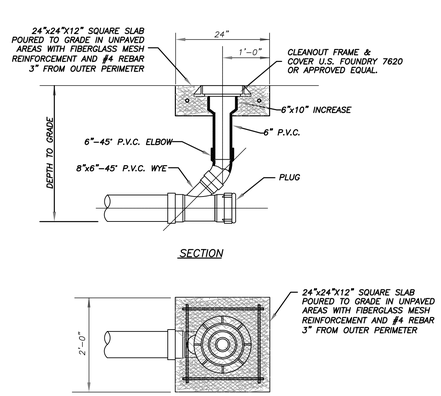


SINGLE SERVICE LATERAL CONNECTION

⊛ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT
BALL BY 3M CORP. OR APPROVED EQUAL
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

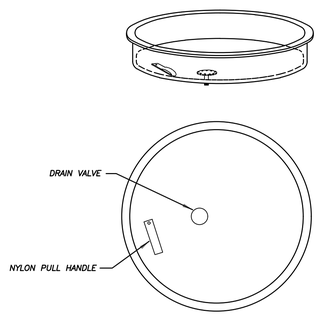
SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	SERVICE CONNECTION WASTEWATER	S-3
DATE: 02-06; REVISION: ; BY: ; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 1 OF 1		



TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD	TERMINAL CLEANOUT DETAIL WASTEWATER	S-4B
DATE: 10-06; REVISION: RBC; BY: ; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLC; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 2 OF 3		

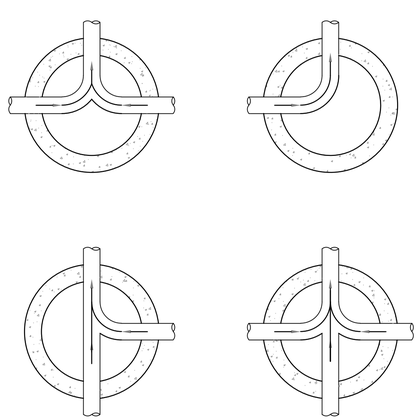


NOTES:

1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

FPUA COMMUNITY PROUD	RAINGUARD DETAIL	S-11
DATE: 03-09; REVISION: ; SLL; BY: JLC; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: SLL; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 1 OF 1		



NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

FPUA COMMUNITY PROUD	FLOW PATTERNS FOR INVERT CHANNELS	S-12
DATE: ; REVISION: ; BY: ; APP'D:		WATER/WASTEWATER ENGINEERING
DESIGNED: JLM; COMPUTER FILE #: SEWER DETAIL 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JLM; SCALE: N.T.S.		
APPROVED: JLC; DATE: 2010; SHEET 1 OF 1		

EDC
ENGINEERS ◆ SURVEYORS
ENVIRONMENTAL ◆ LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

EDC DESIGNED BY
JM DRAWN BY
23-270 Indian Hills fpu (3.dwg FILENAME
9 FPUA DETAILS (2) LAYOUT
AS SHOWN SCALE
10/DECEMBER/2023 DATE

10-06-2023 RESPONSE TO FPUA COMMENTS
09-25-2023 RESPONSE TO FPUA COMMENTS
DATE REVISION COMMENTS

INDIAN HILLS GOLF COURSE

IMPROVEMENTS
FPUA DETAILS

FORT PIERCE FLORIDA

[redacted] LICENSE NUMBER
[redacted] 5556
[redacted] LICENSE EXPIRATION DATE
[redacted] DATE

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

23-270

9 OF 11

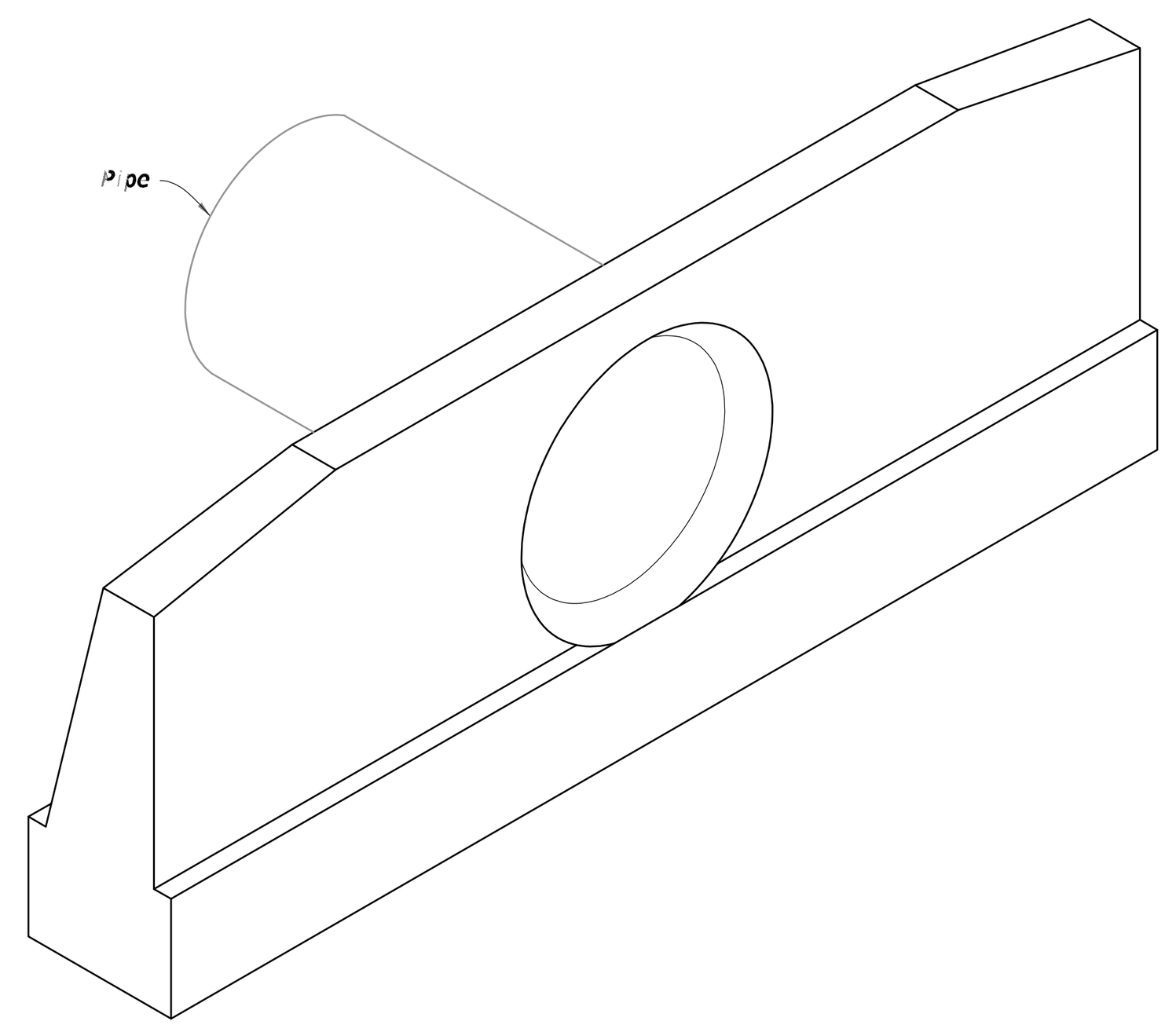
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

GENERAL NOTES:

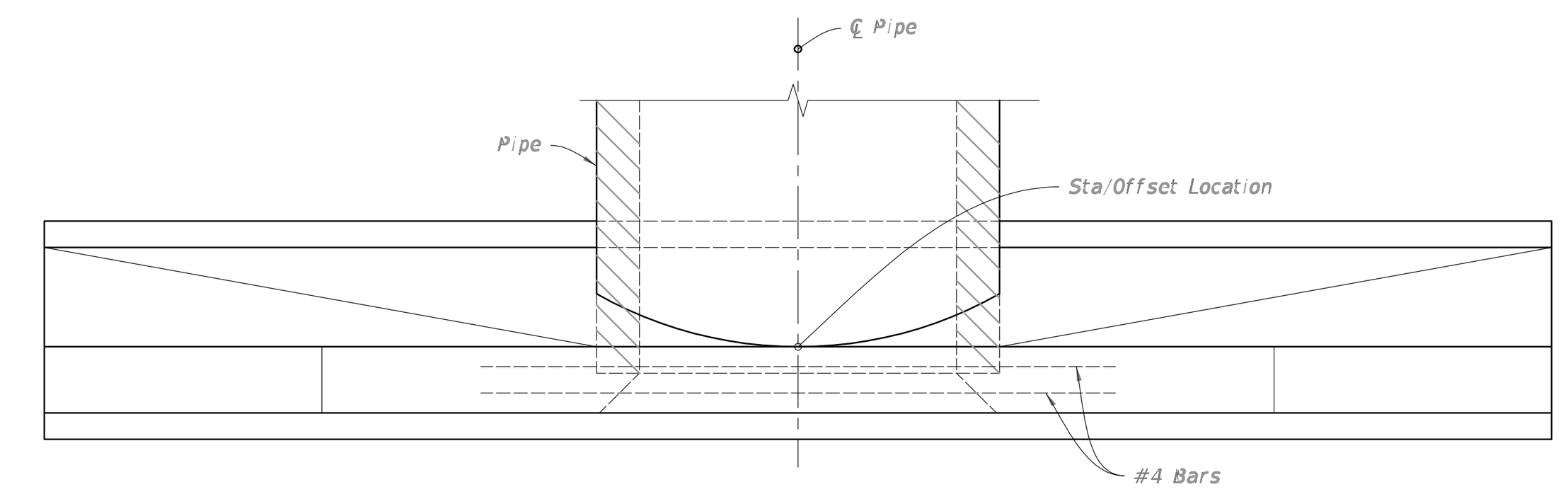
1. Use Class II concrete.
2. Reinforcing steel is either Grade 40 or 60.
3. Endwalls may be cast in place or precast concrete. (Additional reinforcement necessary for handling precast units will be determined by the Contractor or the supplier).
4. Chamfer all exposed edges and corners to ¾".
5. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
6. On outfall ditches with side slopes flatter than 1:1.5 provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. Construct front slope and ditch transitions in accordance with Index 430-001.
8. Quantities shown are for estimating purposes only.

TABLE OF CONTENTS:

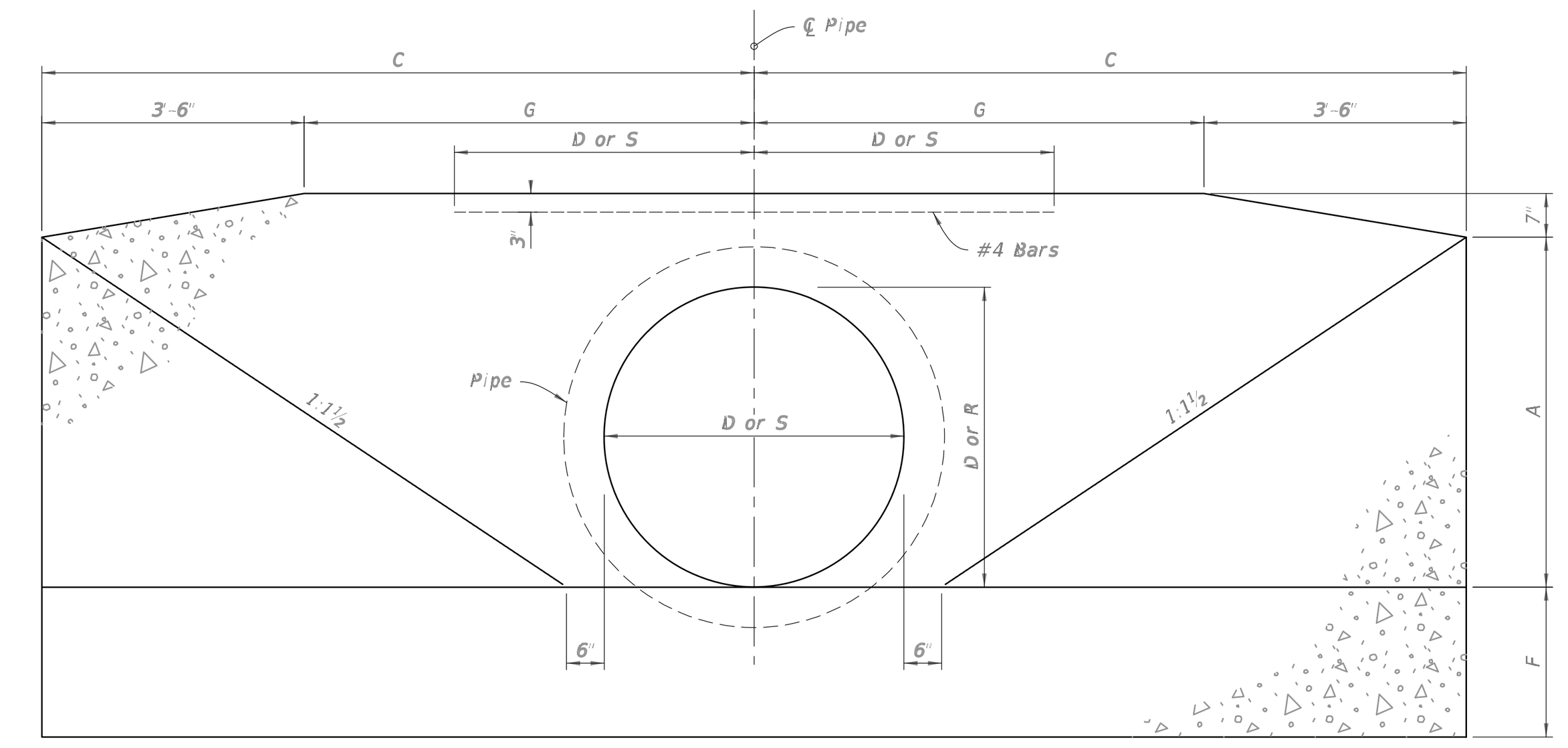
Sheet	Description
1	General Notes and Contents
2	Concrete Endwall Details
3	Concrete and Metal Pipe Tables
4	Spacing For Multiple Pipes



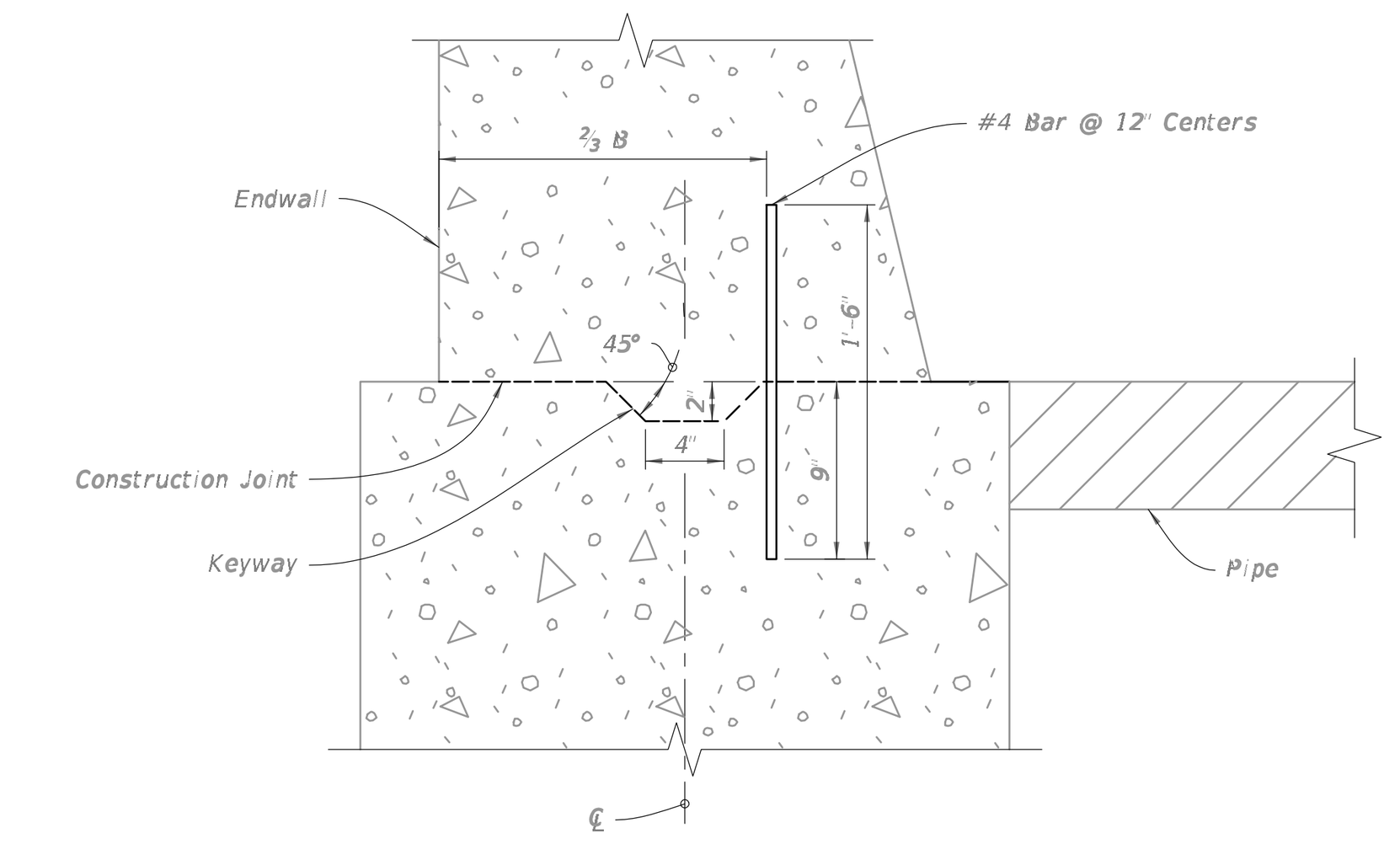
STRAIGHT CONCRETE ENDWALL



PLAN

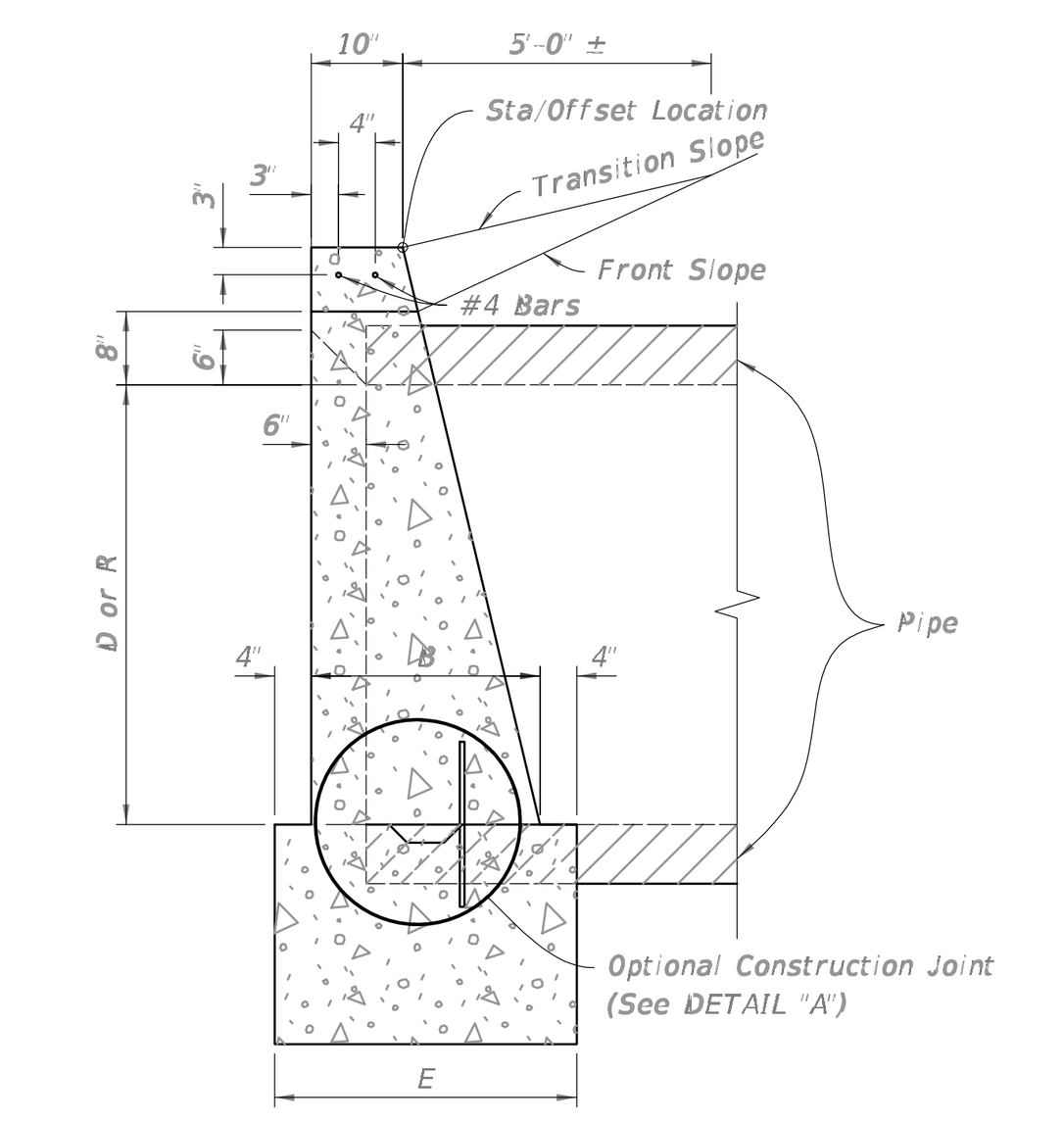


FRONT ELEVATION



NOTE: Keyway and Dowels are required for optional construction joint.

DETAIL "A"



SIDE ELEVATION

CONCRETE ENDWALL DETAILS

ROUND CONCRETE AND CORRUGATED METAL PIPE

Pipe	Dia. D	Opening Area (SF) — Number Of Pipes: 1	2	3	4	Dimensions: A	B	C	E	F	G	Y	X 0°	X 15°	X 30°	X 45°
Concrete	15"	1.23	2.46	3.69	4.92	1'-11"	1'-2"	4'-0"	1'-10"	1'-2"	0'-6"	2'-7"	2'-7"	2'-8"	3'-0"	3'-8"
	18"	1.77	3.54	5.31	7.08	2'-2"	1'-3"	4'-6"	1'-11"	1'-3"	1'-0"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"
	21"	2.41	4.82	7.23	9.64	2'-5"	1'-4"	5'-0"	2'-0"	1'-4"	1'-6"	3'-2"	3'-2"	3'-3"	3'-8"	4'-6"
	24"	3.14	6.28	9.42	12.56	2'-8"	1'-4"	5'-6"	2'-0"	1'-4"	2'-0"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"
	27"	3.98	7.96	11.94	15.92	2'-11"	1'-5"	6'-0"	2'-1"	1'-5"	2'-6"	3'-10"	3'-10"	4'-0"	4'-5"	5'-5"
	30"	4.91	9.82	14.73	19.64	3'-2"	1'-6"	6'-6"	2'-2"	1'-6"	3'-0"	4'-3"	4'-3"	4'-5"	4'-11"	6'-0"
	36"	7.07	14.14	21.21	28.28	3'-8"	1'-8"	7'-6"	2'-4"	1'-8"	4'-0"	5'-1"	5'-1"	5'-3"	5'-10"	7'-2"
	42"	9.62	19.24	28.86	38.48	4'-2"	1'-10"	8'-6"	2'-6"	2'-0"	5'-0"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"
	48"	12.57	25.14	37.71	50.28	4'-8"	2'-1"	9'-6"	2'-9"	2'-0"	6'-0"	6'-9"	6'-9"	7'-0"	7'-10"	9'-7"
	54"	15.90	31.80	47.70	63.60	5'-2"	2'-6"	10'-6"	3'-2"	2'-3"	7'-0"	7'-8"	7'-8"	7'-11"	8'-10"	10'-10"
Corrugated Metal	15"	1.23	2.46	3.69	4.92	1'-11"	1'-2"	4'-0"	1'-10"	1'-2"	0'-6"	2'-7"	2'-7"	2'-8"	3'-0"	3'-8"
	18"	1.77	3.54	5.31	7.08	2'-2"	1'-3"	4'-6"	1'-11"	1'-3"	1'-0"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"
	21"	2.41	4.82	7.23	9.64	2'-5"	1'-4"	5'-0"	2'-0"	1'-4"	1'-6"	3'-2"	3'-2"	3'-3"	3'-8"	4'-6"
	24"	3.14	6.28	9.42	12.56	2'-8"	1'-4"	5'-6"	2'-0"	1'-4"	2'-0"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"
	27"	3.98	7.96	11.94	15.92	2'-11"	1'-5"	6'-0"	2'-1"	1'-5"	2'-6"	3'-10"	3'-10"	4'-0"	4'-5"	5'-5"
	30"	4.91	9.82	14.73	19.64	3'-2"	1'-6"	6'-6"	2'-2"	1'-6"	3'-0"	4'-3"	4'-3"	4'-5"	4'-11"	6'-0"
	36"	7.07	14.14	21.21	28.28	3'-8"	1'-8"	7'-6"	2'-4"	1'-8"	4'-0"	5'-1"	5'-1"	5'-3"	5'-10"	7'-2"
	42"	9.62	19.24	28.86	38.48	4'-2"	1'-10"	8'-6"	2'-6"	2'-0"	5'-0"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"
	48"	12.57	25.14	37.71	50.28	4'-8"	2'-1"	9'-6"	2'-9"	2'-0"	6'-0"	6'-9"	6'-9"	7'-0"	7'-10"	9'-7"
	54"	15.90	31.80	47.70	63.60	5'-2"	2'-6"	10'-6"	3'-2"	2'-3"	7'-0"	7'-8"	7'-8"	7'-11"	8'-10"	10'-10"

Pipe	Class II Concrete (CY) — Number Of Pipe And Skew Angle Of Pipe (α): Single 0°	Double 0°	Double 15°	Double 30°	Double 45°	Triple 0°	Triple 15°	Triple 30°	Triple 45°	Quadruple 0°	Quadruple 15°	Quadruple 30°	Quadruple 45°	Dia. D
Concrete	1.23	1.59	1.60	1.65	1.74	1.94	1.96	2.05	2.23	2.30	2.34	2.47	2.74	15"
	1.56	1.99	2.01	2.06	2.17	2.43	2.46	2.56	2.79	2.86	2.91	3.06	3.40	18"
	1.97													21"
	2.24	2.82	2.84	2.91	3.06	3.39	3.43	3.57	3.87	3.97	4.03	4.24	4.69	24"
	2.73													27"
	3.26	4.13	4.16	4.26	4.49	4.98	5.04	5.25	5.69	5.84	5.93	6.24	6.91	30"
	4.53	5.73	5.77	5.92	6.23	6.92	7.00	7.29	7.91	8.13	8.26	8.69	9.62	36"
	6.33	8.11	8.17	8.39	8.85	9.90	10.02	10.45	11.38	11.68	11.87	12.51	13.89	42"
	8.15	10.40	10.48	10.75	11.33	12.64	12.80	13.34	14.50	14.89	15.13	15.93	17.68	48"
	11.71	15.23	15.35	15.78	16.69	18.77	19.02	19.86	21.69	22.29	22.66	23.93	26.67	54"
Corrugated Metal	1.24	1.62	1.63	1.68	1.78	1.99	2.02	2.11	2.30	2.37	2.41	2.75	2.84	15"
	1.59	2.04	2.06	2.11	2.23	2.51	2.54	2.65	2.89	2.96	3.01	3.17	3.53	18"
														21"
	2.29	2.91	2.93	3.01	3.17	3.52	3.56	3.71	4.03	4.14	4.20	4.43	4.91	24"
														27"
	3.34	4.28	4.31	4.43	4.67	5.20	5.27	5.49	5.97	6.13	6.23	6.56	7.29	30"
	4.64	5.95	6.00	6.15	6.49	7.25	7.34	7.65	8.33	8.57	8.71	9.18	10.20	36"
	6.49	8.43	8.50	8.73	9.23	10.38	10.52	10.98	11.99	12.32	12.52	13.22	14.73	42"
	8.38	10.85	10.94	11.23	11.87	13.34	13.51	14.11	15.39	15.82	16.08	16.97	18.90	48"
	11.77	15.35	15.48	15.90	16.83	18.93	19.18	20.04	21.89	22.51	22.89	24.17	26.96	54"

ELLIPTICAL CONCRETE AND CORRUGATED METAL PIPE ARCH

Pipe	Rise R	Span S	Opening Area (SF) — Number Of Pipes: 1	2	3	4	Dimensions: A	B	C	E	F	G	Y	X 0°	X 15°	X 30°	X 45°
Concrete	12"	18"	1.3	2.6	3.9	5.2	1'-8"	1'-2"	3'-9"	1'-10"	1'-2"	0'-3"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"
	14"	23"	1.8	3.6	5.4	7.2	1'-10"	1'-3"	4'-2½"	1'-11"	1'-3"	8½"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"
	19"	30"	3.3	6.6	9.9	13.2	2'-3"	1'-4"	5'-1½"	2'-0"	1'-4"	1'-7½"	4'-2"	4'-2"	4'-4"	4'-10"	5'-11"
	24"	38"	5.1	10.2	15.3	20.4	2'-8"	1'-5"	6'-3"	2'-1"	1'-5"	2'-9"	5'-2"	5'-2"	5'-4"	6'-0"	7'-4"
	29"	45"	7.4	14.8	22.2	29.6	3'-1"	1'-6"	7'-0"	2'-2"	1'-6"	3'-6"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"
	34"	53"	10.2	20.4	30.6	40.8	3'-6"	1'-7"	7'-11½"	2'-3"	1'-7"	4'-5½"	7'-1"	7'-1"	7'-4"	8'-2"	10'-0"
	38"	60"	12.9	25.8	38.7	51.6	3'-10"	1'-8"	8'-9"	2'-4"	1'-8"	5'-3"	7'-11"	7'-11"	8'-2"	9'-2"	11'-2"
	43"	68"	16.6	33.2	49.8	66.4	4'-3"	1'-10"	9'-8½"	2'-6"	1'-10"	6'-2½"	8'-10"	8'-10"	9'-2"	10'-2"	12'-6"
	48"	76"	20.5	41.0	61.5	82.0	4'-8"	2'-1"	10'-8"	2'-9"	2'-0"	7'-2"	9'-9"	9'-9"	10'-1"	11'-3"	13'-9"
	53"	83"	24.8	49.6	74.4	99.2	5'-1"	2'-6"	11'-7"	3'-2"	2'-6"	8'-1"	10'-7"	10'-7"	10'-11"	12'-3"	15'-0"
	58"	91"	29.5	59.0	88.5	118.0	5'-6"	2'-10"	12'-6½"	3'-6"	2'-10"	9'-0½"	11'-4"	11'-4"	11'-9"	13'-1"	16'-0"
Corrugated Metal	13"	17"	1.1	2.2	3.3	4.4	1'-9"	1'-2"	3'-10"	1'-10"	1'-2"	0'-4"	2'-6"	2'-6"	2'-7"	2'-11"	3'-6"
	15"	21"	1.6	3.2	4.8	6.4	1'-11"	1'-2"	4'-3"	1'-10"	1'-2"	0'-9"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"
	20"	28"	2.8	5.6	8.4	11.2	2'-4"	1'-3"	5'-2"	1'-11"	1'-3"	1'-8"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"
	24"	35"	4.3	8.6	12.9	17.2	2'-8"	1'-4"	5'-11½"	2'-0"	1'-4"	2'-5½"	4'-0"	4'-0"	4'-2"	4'-7"	5'-8"
	29"	42"	5.9	11.8	17.7	23.6	3'-1"	1'-5"	6'-10½"	2'-1"	1'-5"	3'-4½"	4'-9"	4'-9"	4'-11"	5'-6"	6'-9"
	33"	49"	8.4	16.8	25.2	33.6	3'-5"	1'-6"	7'-8"	2'-2"	1'-6"	4'-2"	5'-6"	5'-6"	5'-8"	6'-4"	7'-9"
	38"	57"	10.6	21.2	31.8	42.4	3'-10"	1'-7"	8'-7½"	2'-3"	1'-7"	5'-1½"	6'-4"	6'-4"	6'-7"	7'-4"	8'-11"
	43"	64"	13.2	26.4	39.6	52.8	4'-3"	1'-8"	9'-6½"	2'-4"	1'-8"	6'-0½"	7'-1"	7'-1"	7'-4"	8'-2"	10'-0"
	47"	71"	16.9	33.8	50.7	67.6	4'-7"	1'-10"	10'-4"	2'-6"	2'-0"	6'-10"	7'-10"	7'-10"	8'-1"	9'-1"	11'-1"

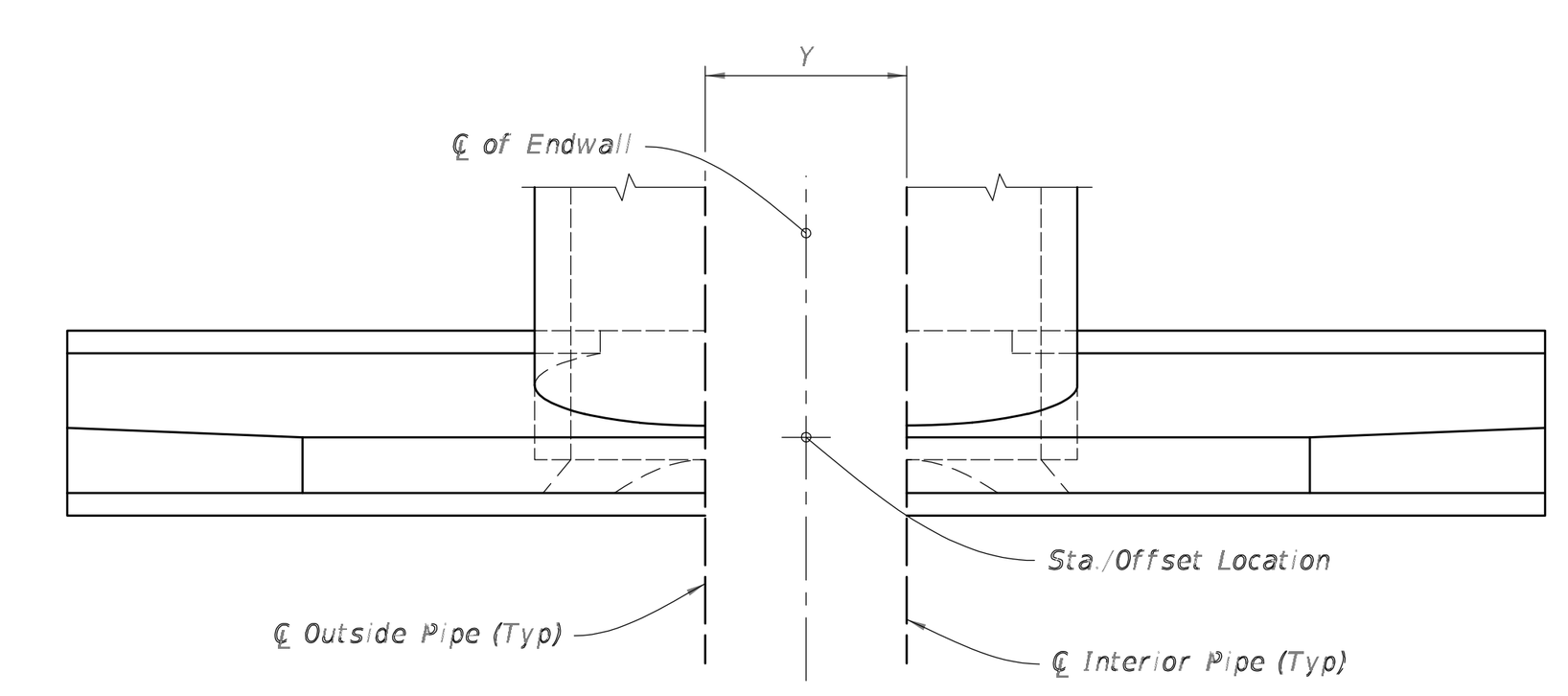
Pipe	Class II Concrete (CY) — Number Of Pipe And Skew Angle Of Pipe (α): Single 0°	Double 0°	Double 15°	Double 30°	Double 45°	Triple 0°	Triple 15°	Triple 30°	Triple 45°	Quadruple 0°	Quadruple 15°	Quadruple 30°	Quadruple 45°	Rise R	Span S	Approx. Equiv. Round
Concrete	1.09	1.45	1.46	1.51	1.60	1.80	1.82	1.91	2.09	2.16	2.20	2.33	2.60	12"	18"	15"
	1.36	1.82	1.84	1.89	2.01	2.29	2.32	2.43	2.68	2.75	2.80	2.97	3.33	14"	23"	18"
	1.89	2.55	2.57	2.65	2.82	3.22	3.27	3.43	3.77	3.88	3.95	4.19	4.70	19"	30"	24"
	2.64	3.55	3.58	3.69	3.93	4.48	4.54	4.77	5.24	5.39	5.49	5.82	6.53	24"	38"	30"
	3.32	4.48	4.52	4.66	4.96	5.64	5.72	6.00	6.60	6.80	6.92	7.34	8.24	29"	45"	36"
	4.24	5.76	5.81	6.00	6.39	7.29	7.40	7.76	8.55	8.81	8.97	9.52	10.70	34"	53"	42"
	5.22	7.16	7.23	7.46	7.96	9.10	9.24	9.70	10.71	11.05	11.25	11.95	13.46	38"	60"	48"
	6.63	9.01	9.09	9.38	10.00	11.39	11.56	12.13	13.36	13.77	14.02	14.88	16.73	43"	68"	54"
	8.66	11.74	11.85	12.22	13.02	14.82	15.04	15.77	17.37	17.91	18.23	19.34	21.74	48"	76"	60"
	12.50	16.98	16.98	17.67	18.83	21.47	21.78	22.86	25.18	25.97	26.44	28.06	31.55	53"	83"	66"
	16.46	22.26	22.46	23.16	24.66	28.05	28.46	29.85	32.85	33.85	34.46	36.55	41.05	58"	91"	72"
Corrugated Metal	1.16	1.47	1.48	1.52	1.60	1.78	1.80	1.88	2.04	2.09	2.12	2.23	2.48	13"	17"	15"
	1.33	1.69	1.70	1.75	1.84	2.04	2.06	2.15	2.33	2.40	2.44	2.57	2.84	15"	21"	18"
	1.78	2.31	2.33	2.39	2.53	2.83	2.87	2.99	3.26	3.36	3.42	3.60	4.01	20"	28"	24"
	2.34	3.03	3.05	3.14	3.32	3.72	3.77	3.93	4.29	4.40	4.47	4.72	5.25	24"	35"	30"
	3.13	4.06	4.09	4.20	4.45	4.99	5.06	5.28	5.76	5.93	6.03	6.36	7.09	29"	42"	36"
	3.83	5.00	5.04	5.18	5.48	6.16	6.24	6.52	7.12	7.32	7.44	7.86	8.76	33"	49"	42"
	4.87	6.31	6.36	6.53	6.91	7.74	7.84	8.18	8.93	9.18	9.33	9.85	10.96	38"	57"	48"
	5.88	7.64	7.70	7.91	8.37	9.40	9.52	9.94	10.86	11.15	11.33	11.97	13.33	43"	64"	54"
	7.80	10.15	10.23	10.51	11.12	12.49	12.65	13.22	14.43	14.85	15.10	15.94	17.77	47"	71"	60"

NOTES:

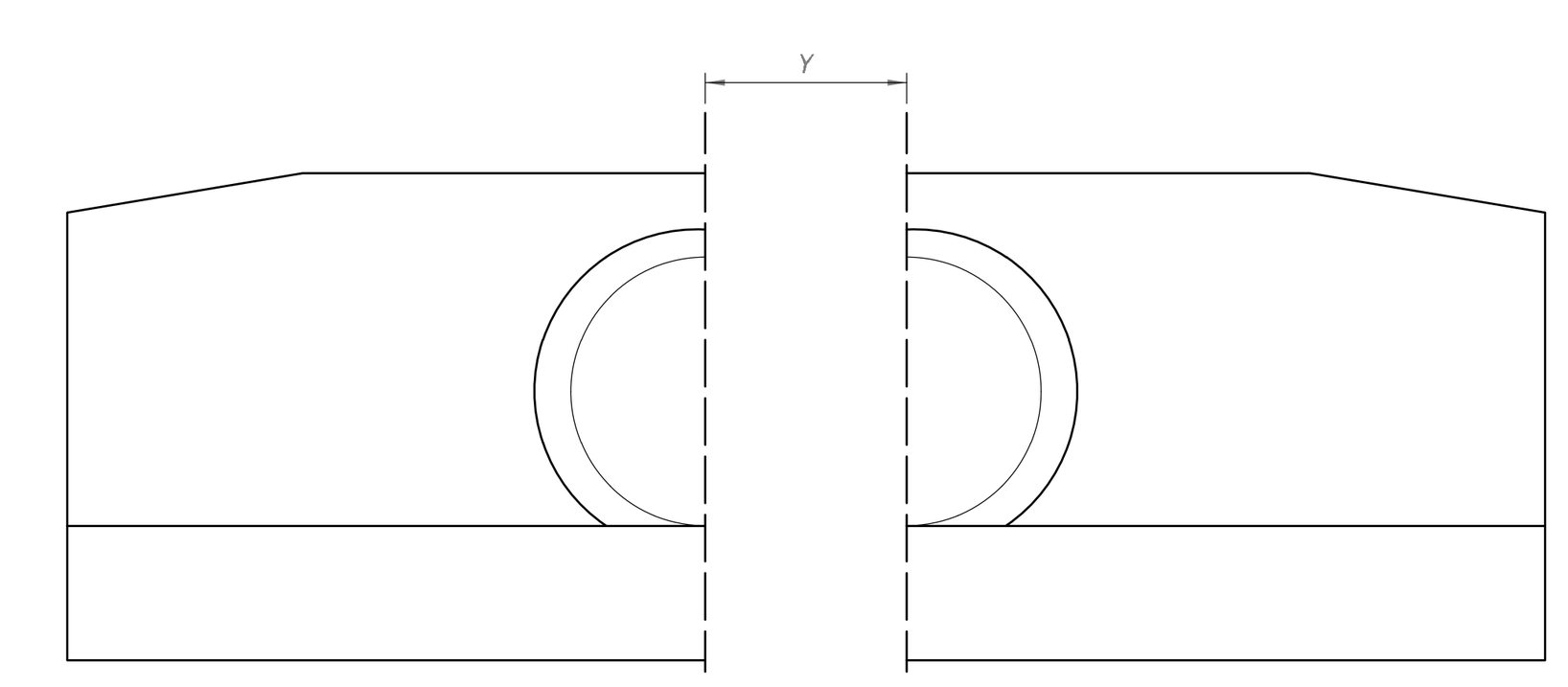
1. Dimension X is calculated as: X = Y*SEC α.
2. Select tabular quantities using skew values as follows:

End Skew to Pipe	Use Tabulated Value
0° to 5°	0°
6° to 15°	15°
16° to 30°	30°
31° or Over	45°

CONCRETE AND METAL PIPE TABLES

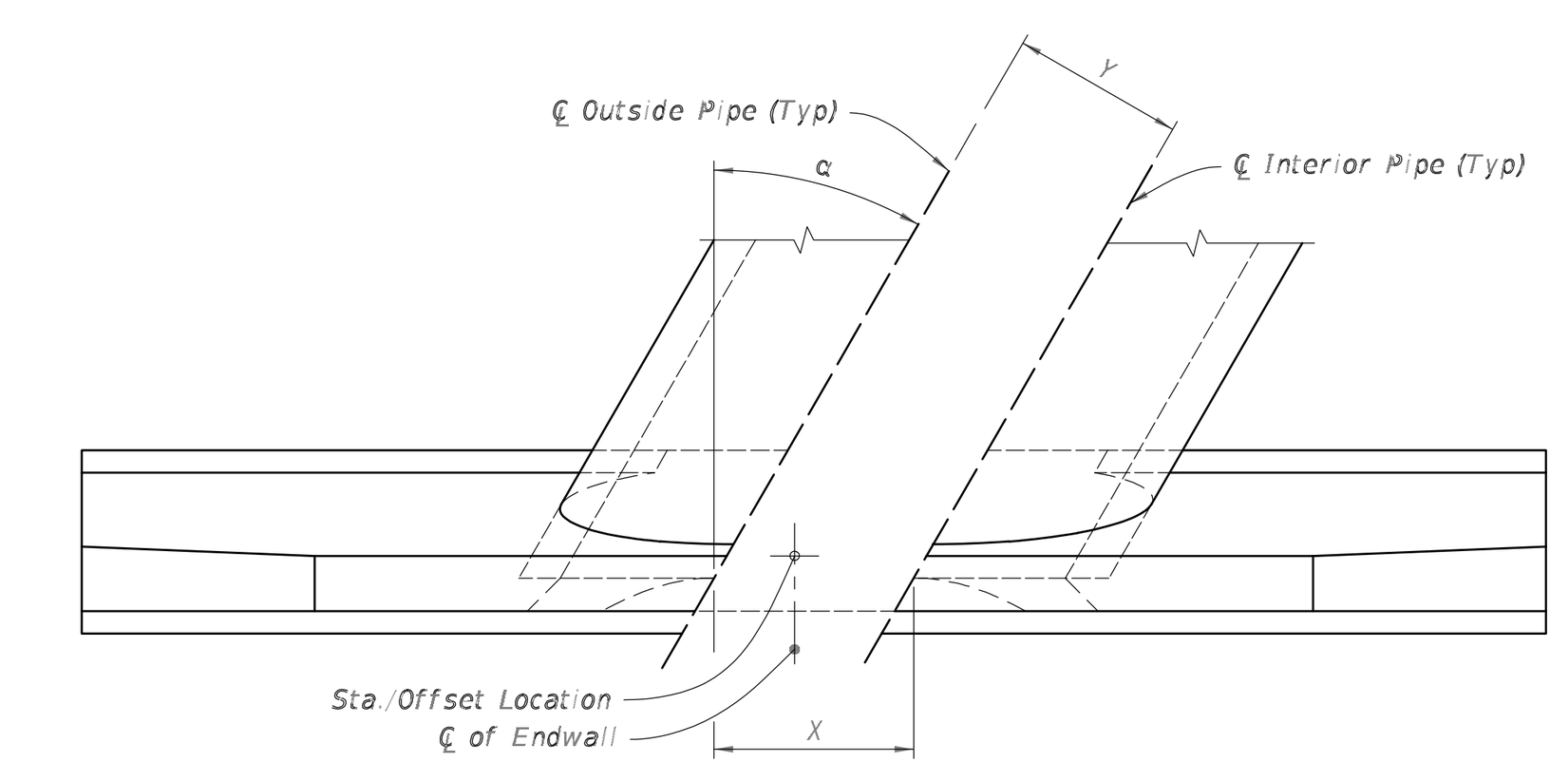


PLAN

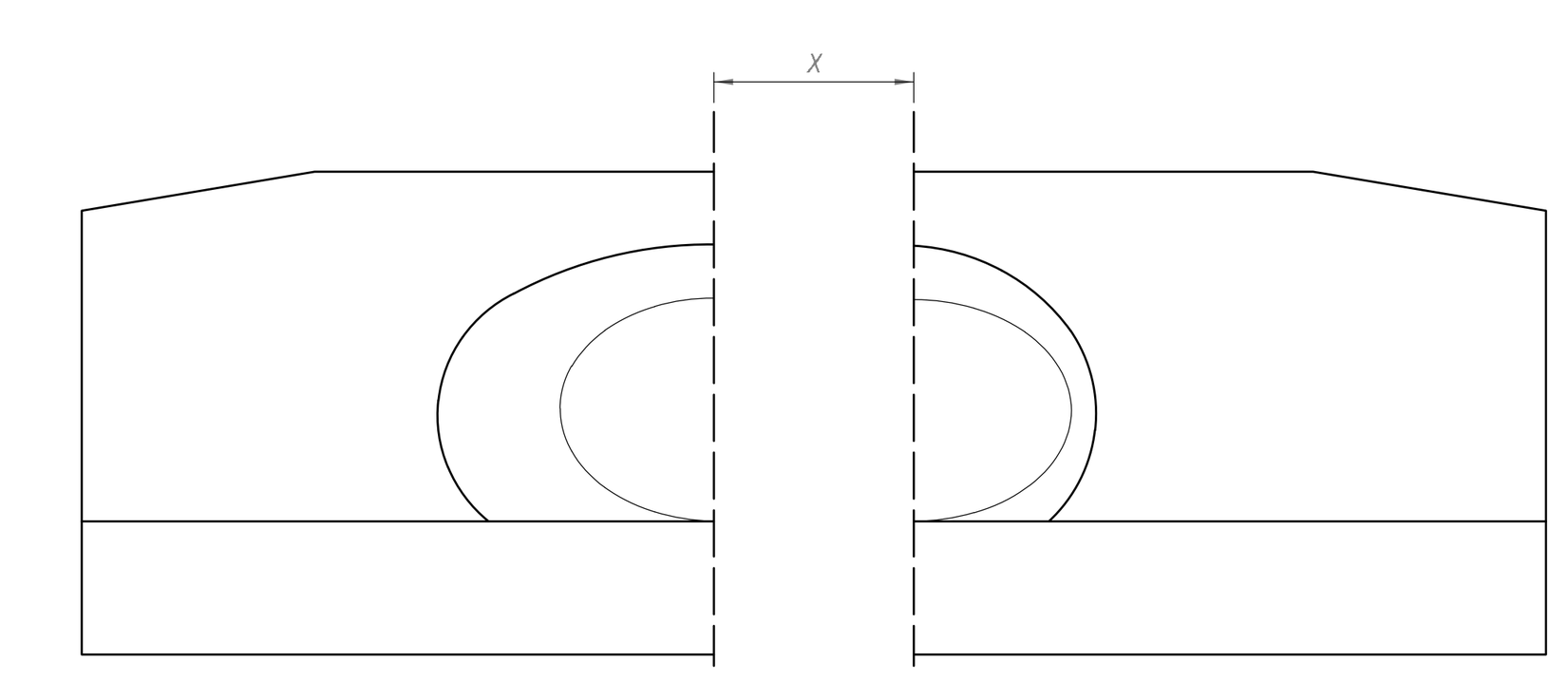


FRONT ELEVATION

NORMAL PIPE



PLAN



FRONT ELEVATION

SKEWED PIPE

(Multiple Pipe Shown, Single Pipe Similar)

LEGEND:

α Pipe Skew Angle
Y Center to Center between pipes
X Center to Center along front of Headwall

SPACING FOR MULTIPLE PIPES

EDC
ENGINEERS • SURVEYORS
ENVIRONMENTAL • LAND PLANNERS
INTERIOR DESIGNERS
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: EDC
DRAWN BY: JJL
FILENAME: 23-270 indian hills fp r3.dwg
LAYOUT: 10 HEADWALL DETAILS (3)
SCALE: AS SHOWN
DATE: 1DECEMBER2023

DATE	REVISION COMMENTS
10-06-2023	RESPONSE TO FPUA COMMENTS
06-16-2023	RESPONSE TO BRCP COMMENTS
11-16-2023	RESPONSE TO CITY OF FORT PIERCE COMMENTS (TRACY T.) 11-16-2023

INDIAN HILLS GOLF COURSE

IMPROVEMENTS

FPUA DETAILS

FORT PIERCE FLORIDA

PE SEAL (DATE)
#55556
EDC
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455

23-270

10 OF 11

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION OPERATIONS.

3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHYSICALLY LOCATING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE OWNER BY LETTER, PRIOR TO THE PRE-CONSTRUCTION MEETING, APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.

6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, ONE (1) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE SHOWN FOR ALL FITTINGS, VALVES, HYDRANTS, MANHOLES, SAMPLE POINTS, AIR RELEASES, ETC., BOTH HORIZONTAL AND VERTICAL, AND THE LOCATION OF THE MAIN AT EACH BASELINE STATION AS SHOWN ON THE PLANS (100 FEET MAXIMUM) BOTH HORIZONTAL AND VERTICAL. UNDERGROUND FACILITIES (I.E., DRAINAGE, GAS, ELECTRIC, TELEPHONE, ETC.) CROSSING THE MAINS SHALL BE ACCURATELY SHOWN BOTH HORIZONTAL AND VERTICAL AND SHALL IDENTIFY SIZE, TYPE, FACILITY, MATERIAL AND CLEARANCE. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST AS-BUILT PLANS WILL NEED TO BE PROVIDED TO ENGINEERING DIVISION

8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN AND MUTCD.

9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, OR THE LOCAL JURISDICTIONAL MUNICIPALITY, WHICHEVER IS MORE STRINGENT.

10. ALL UNDERGROUND MUNICIPAL UTILITIES, FIBER OPTIC, TELEPHONE, FPL, LOCAL CABLE AND ALL OTHER LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH PUBLIC & PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR SHALL USE EXTREME CAUTION WITHIN THE VICINITY OF PUBLIC & PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST THE PRESENCE OF THE RESPECTIVE UTILITY REPRESENTATIVES DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES EVEN IF A PROFILE OF THE UTILITY FACILITIES IS PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PUBLIC & PRIVATE UTILITIES AND VERIFYING / OBTAINING THE LOCATION(S) OF THESE FACILITIES.

11. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: M/CG - 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443-8319

FORT PIERCE ENGINEERING DEPT.

12. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

13. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

14. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT. ADDITIONAL TIME MAY BE REQUIRED IF LOCAL GOVERNMENT OR MUNICIPALITIES REQUIRE AN INTERNAL REVIEW AND APPROVAL PROCESS.

15. CONCRETE SHALL BE CLASS I - 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.

16. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION ACTIVITY TO MEET ALL APPLICABLE CURRENT CODES. ANY REPAIRED / REPLACED ITEMS ARE SUBJECT TO REVIEW AND APPROVAL BY APPLICABLE LOCAL JURISDICTIONAL AGENCY.

17. ALL PROPOSED UTILITY MATERIALS, CONSTRUCTION METHODS, TESTING AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT LOCAL UTILITY COMPANY STANDARDS AND AWWA CURRENT STANDARD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND UTILIZE A CURRENT COPY OF THE LOCAL REGULATING UTILITY COMPANY STANDARDS AND ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH THEIR STANDARDS. ANY CONFLICT WITH THE CONSTRUCTION DRAWINGS AND THE LOCAL UTILITY COMPANY SHALL BE RESOLVED UTILIZING THE MOST STRINGENT DIRECTIONS.

18. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY / COUNTY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

19. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 1800 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFF-SITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST. IF DAMAGE TO EXISTING INFRASTRUCTURE IS RECOGNIZED DURING THE COURSE OF THE PROJECT AND CANNOT BE IDENTIFIED AS A PRE-CONSTRUCTION CONDITION ON THE VIDEO RECORD, THE CONTRACTOR MAY BE REQUIRED TO MAKE PROPER REPAIRS.

20. THE CONTRACTOR SHALL VIDEO TAPE THE EXTERIOR AND REAR YARDS OF ALL HOUSES / BUSINESSES IN THE PROJECT AREA.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.

3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, AND STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE; THESE DENSITY REQUIREMENTS ARE THE MINIMUM. THE CONTRACTOR SHALL VERIFY DENSITY REQUIREMENTS AND PROTOCOLS WITH THE LOCAL APPROVING AUTHORITY PRIOR TO CONSTRUCTION OR BIDDING OF THE PROJECT.

5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI. SOME LOCAL GOVERNMENT STORMWATER PROJECTS MAY REQUIRE TELEVISING OF THE STORM SEWER. CONTRACTOR SHOULD BE KNOWLEDGEABLE OF THIS REQUIREMENT PRIOR TO BIDDING OF THE PROJECT.

6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

7. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20 302(4), F. A C.

STORM SEWER NOTES

1. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

2. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

3. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS-BUILT REQUIREMENTS.

7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

9. INLETS (425 / 430): INCLUDES THE LIST OF MATERIALS / INSTALLATION / DEWATERING STABILIZATION / AS-BUILT SURVEYING / TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES OR PER LOCAL APPROVING AUTHORITY, WHICHEVER IS MORE STRINGENT.

10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURER RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.) AIR ENTRENCHED PIPE.

12. ALL ADS STORM PIPE SHALL BE CLASS II HDPE, SMOOTH WALLED INTERIOR, AND MEET THE MINIMUM REQUIREMENTS AS SPECIFIED IN SECTION 119 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES.

FILTER FABRIC (STORM PIPE JOINTS)

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER F.D.O.T. INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (F.D.O.T. INDEX NO. 199), SECURED W / STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 188 INCHES FROM THE BAND OR JOINT OR BELL AND SPIGOT AS APPLICABLE.

DEWATERING

STORM SEWER PIPES AND STRUCTURES AND UTILITIES SHALL BE LAID "IN THE DRY", UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR, AT NO DIRECT COST TO THE OWNER, SHALL PERFORM ALL DEWATERING ACTIVITY. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: SOCK PIPE, WELL POINT SYSTEM, SUMP PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION, WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR TO THE SURFACE OF STREETS OR TO PRIVATE PROPERTY. THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES, PRIOR TO CONSTRUCTION, SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN ADVANCE PERMISSION FROM THE PROPERTY OWNER.

CONFLICTS

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME ACQUAINTED WITH EXISTING CONDITIONS AND TO LOCATE STRUCTURES AND STORM PIPES ALONG THE PROPOSED STORM PIPE ALIGNMENT IN ORDER TO AVOID CONFLICTS. WHERE ACTUAL CONFLICTS ARE UNAVOIDABLE, WORK SHALL BE COORDINATED WITH THE FACILITY OWNER AND PERFORMED SO AS TO CAUSE AS LITTLE INTERFERENCE AS POSSIBLE WITH THE SERVICE RENDERED BY THE FACILITY DISTURBED. ALL AFFECTED UTILITIES SHALL BE NOTIFIED PRIOR TO EXCAVATION IN THEIR VICINITY. CONTRACTOR TO POTHOLE ALL CONFLICTS OF EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AT LEAST 10 DAYS PRIOR TO CONSTRUCTION TO CONFIRM CONFLICT RESOLUTION SHOWN ON THE PLANS.

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY DAYS FROM DATE OF REPLACEMENT. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR 1 YEAR AFTER TRANSPLANTING.

2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.

3. UNLESS NOTED OTHERWISE ON LANDSCAPE PLANS, SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.

4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE FLORIDA FERTILIZER LAWS IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS, AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 18-0-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1 POUND PER 1,000 SQ. FT NOT TO EXCEED 2-4 LBS. PER YEAR. ALL FERTILIZERS MUST BE AT LEAST 50% SLOW RELEASE NITROGEN AND CONTAIN NO PHOSPHORUS UNLESS THE SITE HAS BEEN TESTED AND VERIFIED AS PHOSPHORUS DEFICIENT BY THE UF-IFAS EXTENSION OFFICE. ALL FERTILIZER APPLICATION SHALL BE IN ACCORDANCE CITY OF FORT PIERCE AND SAINT LUCIE COUNTY SPECIFICATIONS.

5. STAPLES FOR SOD PLACED ON SIDE SLOPES 3:1 & STEEPER SHALL BE BLACK IRON WIRE NOT SMALLER THAN 14 GAUGE, AND BENT FROM A LENGTH OF WIRE AT LEAST 25 INCHES LONG INTO A 'U' WITH A 1 INCH WIDTH AT THE CROWN. COST OF STAPLES SHALL BE INCIDENTAL TO THE SOD UNIT PRICE.

6. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH.

7. WHERE SODDING WILL BE DONE, ALL LOOSE ROCK, WOODY MATERIAL, AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH SODDING SHALL BE REMOVED AND THE AREA SHALL BE REASONABLY SMOOTH AND UNIFORM. LIME AND FERTILIZER WILL BE APPLIED IN THE SAME QUANTITY AND MANNER AS SPECIFIED BY THE MANUFACTURER.

8. THE SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE BUTTED TIGHT TO PREVENT VOIDS. IMMEDIATELY FOLLOWING SOD PLACEMENT, IT SHALL BE ROLLED OR TAMPED TO INSURE SOLID CONTACT OF ROOT MAT TO SOIL SURFACE. THE SOD SHALL BE SECURELY ANCHORED TO THE SOIL BY PINNING WITH STAPLES OR WOODEN PEGS WHEN PLACED ON SLOPES 3:1 OR STEEPER. COST OF STAPLES AND PEGS SHALL BE INCIDENTAL TO THE SOD UNIT PRICE. PIN OR PEG EACH SEPARATE PIECE OF SOD PLACED OR EVERY 3 FEET ALONG EACH CONTINUOUS STRIP OF SOD.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FDOT INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES AS PER FDOT INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.

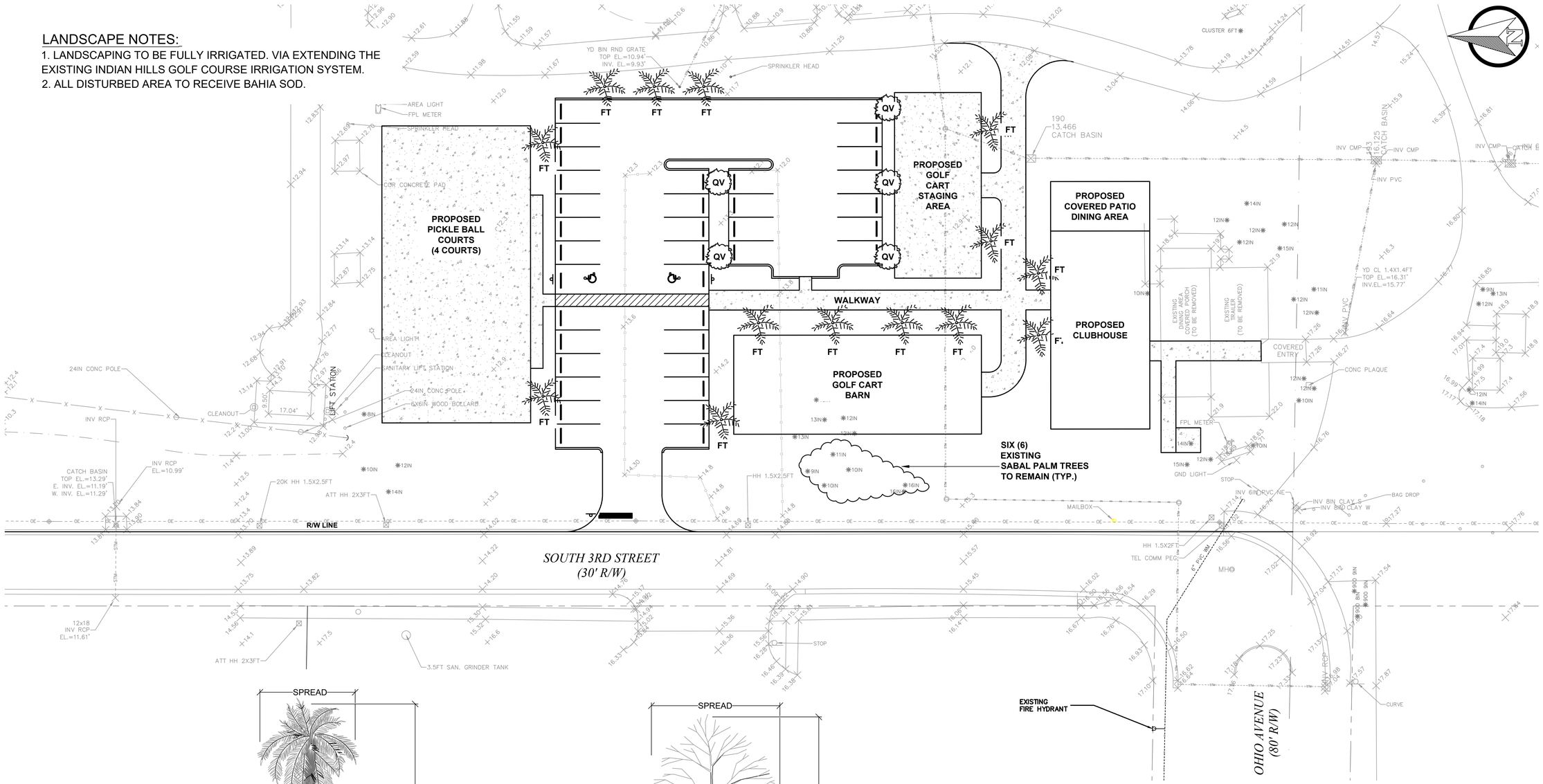
2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK COVERED BY A PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), A NOTICE OF CONSTRUCTION COMMENCEMENT (FORM 0960) MUST BE SUBMITTED TO SFWMD BY THE PERMITTEE OR AUTHORIZED AGENT.

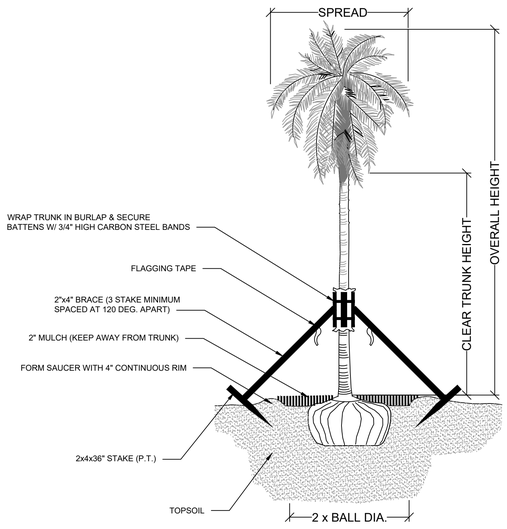
3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT'S SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE

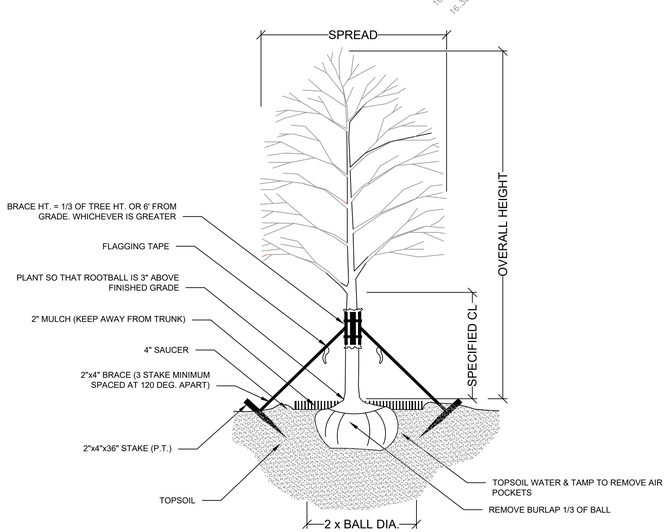
LANDSCAPE NOTES:

1. LANDSCAPING TO BE FULLY IRRIGATED. VIA EXTENDING THE EXISTING INDIAN HILLS GOLF COURSE IRRIGATION SYSTEM.
2. ALL DISTURBED AREA TO RECEIVE BAHIA SOD.





PALM PLANTING - ANGLE STAKE
NOT TO SCALE

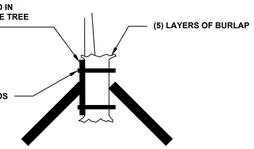


TREE PLANTING & STAKING
NOT TO SCALE

TREE SCHEDULE			
TREES	QUANTITY	BOTANICAL NAME / COMMON NAME	SIZE
QV	5	QUERCUS VIRGINIANA / LIVE OAK	12' X 5' ; 2.5" D.B.H; FULL CANOPY, 5' C.T. MIN.
FT	14	WODYETIA BIFURCATA / FOXTAIL PALM	8' CT 15' OVERALL HT

NOTE:
D.B.H. IS MEASURED AT 4.5' ABOVE GRADE

(5) 2x4x16" WOOD BATTENS. SECURE BATTENS W/ (2) 3/4" HIGH CARBON STEEL BANDS TO HOLD BATTENS IN PLACE DURING PLANTING PROJECT. DO NOT NAIL BATTENS TO TRUNK. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE TREE FOR ADEQUATE BRACING.



BRACING DETAIL

Q:\Engineering CADD Files\Drawings\Facilities\Indian Hills GC\Indian Hills Golf Course Expansion – 1600 S. 3RD Street, Fort Pierce.dwg

INDIAN HILLS GOLF COURSE EXPANSION
LANDSCAPE PLAN

No.	DATE	BY	REVISIONS
1	4/20/23	TST	REV. PER TRC

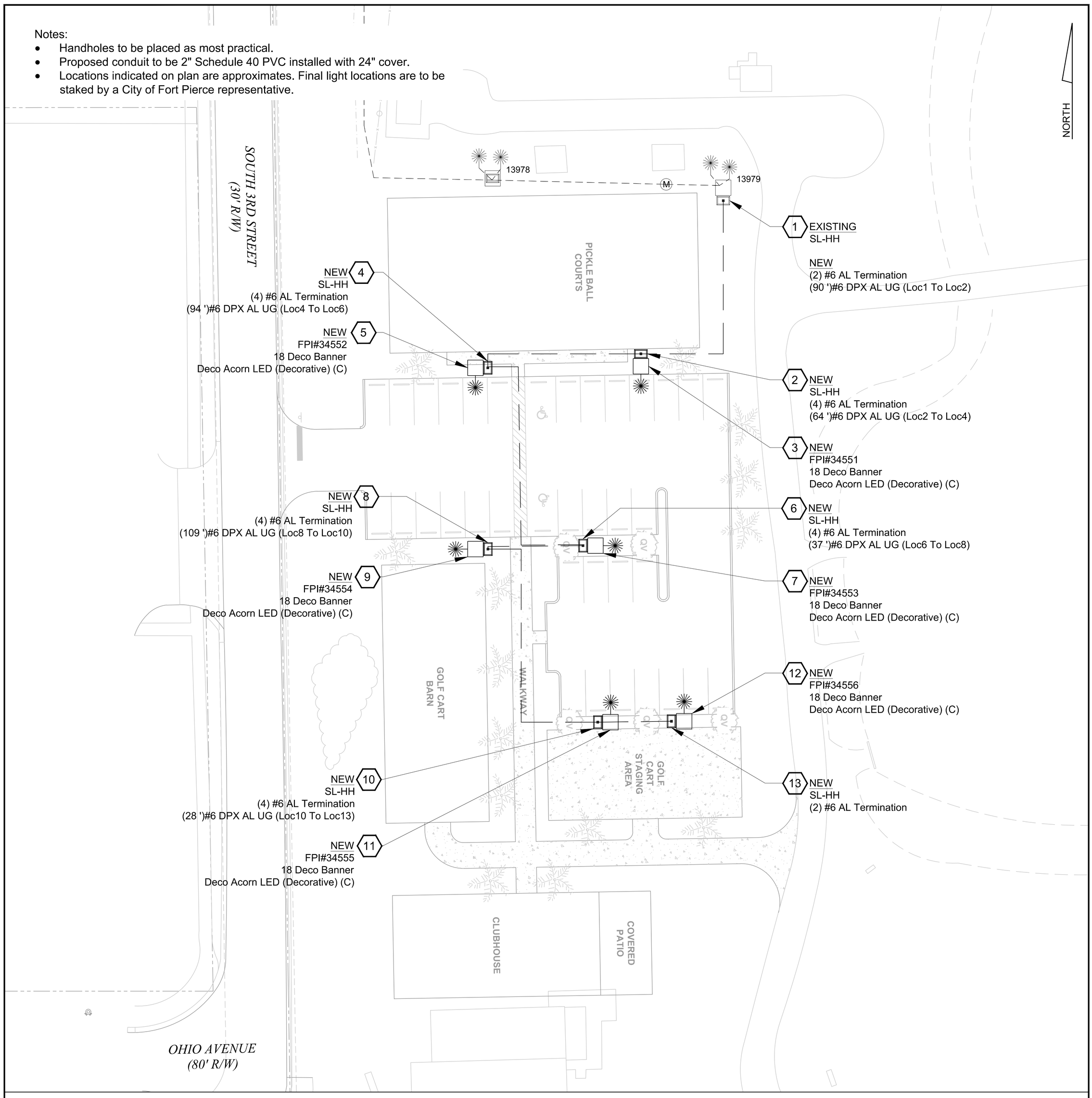
CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: MARCH 28, 2023
SURVEY BY:
DESIGNED BY: T. TELLE
SCALE: 1" =20'
DRAWN BY: D. SUMNER
APPROVED BY: J. ANDREWS

SHEET No. **1** OF **1**

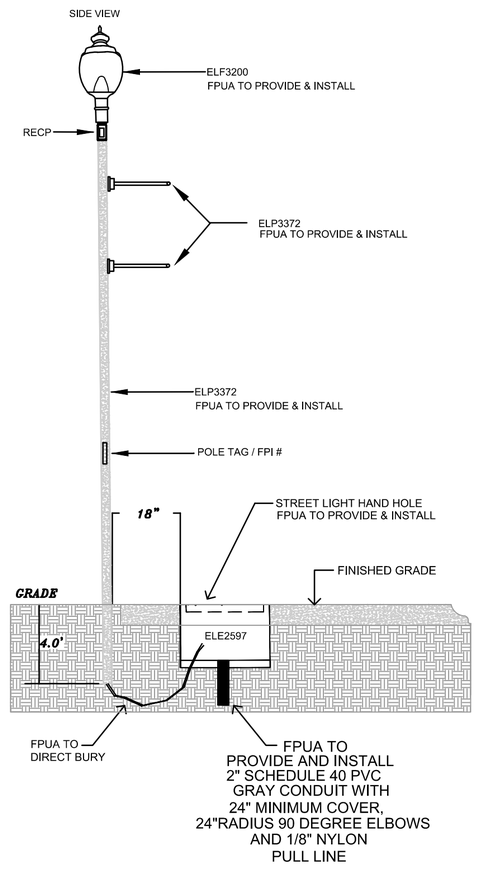
Notes:

- Handholes to be placed as most practical.
- Proposed conduit to be 2" Schedule 40 PVC installed with 24" cover.
- Locations indicated on plan are approximates. Final light locations are to be staked by a City of Fort Pierce representative.



CITY–SL–LED–01
UNDERGROUND LIGHTING DETAIL

CONTACT FPUA ENGINEERING @ (466-1600 X6366) FOR CONDUIT INSPECTION PRIOR TO BACKFILL



DATE:	DESCRIPTION:	BY:	AP:
03/28/2023	Layout Change Per City Eng.	MPC	
03/27/2023	Engineer Review	MPC	TS

New Outdoor Lights
Indian Hills Golf Course
Decorative Lighting Installation Plan

FPUA COMMUNITY PROUD
ELECTRIC & GAS ENGINEERING
1701 SOUTH 37TH STREET
P.O.Box 3191 (34950)
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 461-1938

VERIFY SCALE BAR IS EQUAL TO 0 1 ONE INCH ON ORIGINAL DRAWING
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SCALE:	DESIGNED:	JOB #
1=20	TS	20230440-1
SHEET:	DRAWN:	SHEET
P & D	MPC	5 OF 6

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Danny Boromei

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: Gelencia Carter, (772) 467-3102	**Bid No: 2024-018**
Pre-Bid Conference: **10:00AM, FRIDAY, FEBRUARY 9, 2024**	**Bid Title: INDIAN HILLS GOLF COURSE EXPANSION**
Mandatory Site-Visit Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, MONDAY, MARCH 4, 2024**	**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: Boromei Construction Inc. **Mailing Address:** 420B NW 3rd Street	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Okeechobee, FL 34972	**Typed or Printed Name:** Danny Boromei
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: Florida **Year:** 2004	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 863.623.4314	**Payment Terms: Net 30 Days**
Fax Number: 863.763.6337	**FEIN or SS Number:** 20-1321621
E-Mail Address: danny@boromeiconstruction.com	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 89,351.18 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Boromei Construction, Inc.

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

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

☐ 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) ▶ _____

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.

420B NW 3rd Street

6 City, state, and ZIP code

Okeechobee, FL 34972

Requester's name and address (optional)

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

2	0	–	1	3	2	1	6	2	1

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 ▶ Melin Sr. Corp. Secretary Date ▶ 1/24/2024

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.*

EXHIBIT "E"
SECTION 016

BID RESPONSE FORM
INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	80,000.00	80,000.00
2	MATERIAL TESTING	LS	1	8,500.00	8,500.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	15,000.00	15,000.00
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	20,000.00	20,000.00
5	CLEARING & GRUBBING	LS	1	35,000.00	35,000.00
6	STABILIZATION, TYPE "B" (12")	SY	1,746	10.00	17,460.00
7	CEMENTED COQUINA LBR 100 (6")	SY	1,548	20.00	30,960.00
8	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	118	250.00	29,500.00
9	INLETS (TYPE C) (<10')	EA	3	6,000.00	18,000.00
10	MODIFICATION TO EXISTING INLET	EA	2	1,200.00	2,400.00
11	CONCRETE HEADWALL	EA	1	18,000.00	18,000.00
12	CONCRETE PIPE CULVERT (18" RCP)	LF	239	150.00	35,850.00
13	CONCRETE PIPE CULVERT (24" RCP)	LF	103	200.00	20,600.00
14	CONCRETE CURB (TYPE D)	LF	382	40.00	15,280.00
15	CONCRETE SIDEWALK, 4" THICK	SY	315	110.00	34,650.00
16	CONCRETE DRIVEWWAY, 6" THICK	SY	99	150.00	14,850.00
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,680	6.00	16,080.00
18	SIGNING & STRIPING	LS	1	12,000.00	12,000.00
19	PICKLEBALL COURTS (COMPLETE) CONSTRUCTION COMPLETED BY A SPORTS COURT CONTRACTOR)	LS	1	263,368.00	263,368.00
20	ADA DETECTABLE WARNINGS	EA	2	600.00	1,200.00
21 21	LANDSCAPING (COMPLETE)	LS LS	1 1	17,500.00	17,500.00
22 22	LIGHTING (CONDUIT, HANDHOLES, ETC.) **LIGHTS TO BE PROVIDED BY THE CITY**	LS LS	1 1	45,000.00	45,000.00

Item No.	Description	Units	Quantity	Unit Price	Amount
23	IRRIGATION (COMPLETE)	LS	1	7,500.00	7,500.00
24	TURF BLOCK W/ STONE	SY	292	120.00	35,040
25	2" WATER SERVICE (DOUBLE)	EA	1	4,200.00	4,200.00
26	6" PVC SEWER SERVICE (SINGLE) INCLUDES PAVEMENT RESTORATION	EA	1	4,800.00	4,800.00
Total Site Improvement Bid:					$ 802,738.00
Add 10% Construction Contingency for potential field change orders:					$ 80,773.80
TOTAL FINAL BID:					$ 883,511.80

SUBSTITUTION SHEET
FORT PIERCE,
FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

INDIAN HILLS GOLF COURSE IMPROVEMENTS

NAME OF BIDDER: Boromei Construction Inc.

MAILING ADDRESS: 420B NW 3rd Street, Okeechobee, FL 34972

STREET ADDRESS: same as above (Zip Code)

PHONE NUMBER: 863.623.4314

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1.24.2024	No. 4	Dated 2.13.2024
No. 2	Dated 1.31.2024	No. _____	Dated _____
No. 3	Dated 2.7.2024	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Boromei Construction Inc.
(Type or Print)

By: D. Boromei

Name: Danny Boromei

Title: President

Dated: February 21, 2024

(Corporate Seal)

Attest
If Corporation

By: Melissa Stone
(Signature)

Name: Melissa Stone

Title: Corp. Secretary

Witnesses: Courtney Galassi
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida, CGC1508299, August 31, 2024, General Contractor

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Boromei Construction Inc. _____, as Principal, and _____ Travelers Casualty and Surety Company of America _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent (10%) of the Contractor's Bid _____ Dollars ($ 10% Ten Percent), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 21st 2024, for the Indian Hill Golf Course Expansion _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ___ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

Boromei Construction Inc.

By: _____
(Signature)

Name: Danny Boromei Jr

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Melissa Stone

Title: Corp Secretary

(Corporate Seal)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Signature)

Name: Matthew T Smith

Title: Attorney-in-Fact

(Surety Seal)

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: Travelers Casualty and Surety Company of America

Mailing Address: One Tower Square

Street Address: Hartford, CT 06183

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above): Acrisure LLC dba Smith Insurance & Bonds
5260 Summerlin Commons Way
Suite 302
Fort Myers, FL 33907

Telephone Number of Surety and Agent or Representative in Florida: 239.243.9729
Matthew T Smith, Attorney-in-Fact

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MATTHEW T SMITH** of **FORT MYERS**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of February, 2024.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT "E"
SECTION 010

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Boromei Construction Inc.
2. Permanent Main Office address. 420B NW 3rd Street, Okeechobee, FL 34972
3. When organized? 7.2.2004
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 19 + Years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Please See Attached Current Projects.
7. General character of work performed by you. The general character of work performed is Architectural modifications, Civil improvements, Water/Wastewater projects, and commercial Construction.
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Please See Attached Compeleted Project
11. List your major equipment available for this contract. Please see attached list of equipment.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Please See Attached Similar Projects
13. Background and experience of the principal members of your company, including the officers. Please See Attached
14. Give bank reference. Please See Attached
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Please See Attached
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at Okeechobee, FL this 21 day of February, 2024.

Contractor:

Boromei Construction Inc.

By _____

Danny Boromei - President
(Name & Title)

County of Okeechobee
State of Florida

Danny Boromei, being duly sworn, deposes and says that he is President of Boromei Construction Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 21 day of February, 2024.

_____
Notary Public

My Commission Expires:

October 24, 2027 (Seal)

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Okeechobee

Danny Boromei, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Boromei Construction, Inc.
(Firm Name)

By: D. Boromei

Title: President

Subscribed and sworn to before me this 21
day of February, 2024

Courtney Galassi
Notary Public

My Commission expires: (Seal)
October 24, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2024-018 for **Indian Hills Golf Course Expansion Phase I Improvements**

2. This sworn statement is submitted by Boromei Construction Inc.
(name of entity submitting sworn statement)
whose business address is 420B NW 3rd Street, Okeechobee, FL 34972

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1321621
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Danny Boromei my relationship to the entity
(please print name of individual signing)
named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2.21.2024

STATE OF Florida

COUNTY OF Okeechobee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Danny Boromei who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 21 day of February, 2024.

NOTARY PUBLIC SEAL:

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My commission expires: October 24, 2027

END OF SECTION

EXHIBIT "E"
SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 21, 2024

Official Address
(Including Zip Code):

420B NW 3rd Street,
Okeechobee, FL 34972

By: _____

President
(Title)

END OF SECTION

EXHIBIT "E"
SECTION 014

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-018

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to

administer oaths. Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Seve thoesand five hondred Dollars
(Written)

7,500.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Boromei Construction Inc.
(Company-Contractor)
By: _____
(President's Signature)
Danny Boromei - President
(President's Typed or Printed Name)

Notarization

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

Sworn to and subscribed before me in Okeechobee County, Florida on the 21 day of February, 2024.

Notary Public: Courtney Galassi (affix seal) My Commission Expires: October 24, 2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Boromei Construction, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Danny Boromei
Proposer's Signature

2.21.2024
Date

END OF SECTION

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Boromei Construction, Inc.

Corporate Title: President

Address: 420B NW 3rd Street

Okeechobee, FL 34972
(Zip Code)

By: Danny Boromei (Print name) President (Print title)

(Authorized Signature)

Telephone: (863) 623.4314

Fax: (863) 763.6337

State License # CGC 1508299 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

EXHIBIT "E"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE
City of coral Spring - 9500 West Sample Rd. Coral Springds, FL 33065	Construction of Four Pickleball Courts	Justin Ellis	954.344.1839
City of Miramar - 2300 Civic Center Place Miramar, FL 33025	Ansin Sport Complex Shade Structures	Aubrey Boyd	954.908.0109
City of Fellsmere - 22 S. Orange Street Fellsmere, FL 32948	Fellsmere New York Sidewalks	Phillip Lyon	561.400.2511

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **INDIAN HILLS GOLF COURSE PHASE I IMPROVEMENTS**

Bid No.: 2024-018

Project Description: **Construction of a parking lot, golf cart staging area, pickleball courts, complete with drainage, site lighting, landscaping, irrigation, and utility hook-ups**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Boromei Construction Inc.

Authorized Signature: [signature]

Title: President

Date: 2.21.2024

END OF SECTION

BOROMEI, DANNY
000-0000

CITY OF OKEECHOBEE
BUSINESS TAX RECEIPT
55 SE 3rd Avenue, Okeechobee, FL 34974
October 1, 2023 - September 30, 2024

No: 2563
Date: 8/16/23

STATE LICENSE IS REQUIRED FOR RENEWAL

Address: 420B NW 3RD STREET
OKEECHOBEE, FL 34974

Activity: 201 CONTRACTOR

78.75

Total Paid **78.75**

Issued to: BOROMEI CONSTRUCTION, INC.
BOROMEI, DANNY
420B NW 3RD STREET
OKEECHOBEE, FL 34974

A

Finance Director

ɔromei Construction

LIST OF CURRENT PROJECTS

Project Name and Owner	Description	Contact	Total Contract Value	Anticapted Completion Date	Architect/ Engineer	Percentage Completed
ɛlator Cleaning and Upgrades for City)ania Beach	Work includes cleaning and touch up of accelators; replace the mixer motors on top of the accelators; painting and priming of sulfuric acid tank; upgrades to filter backwash system.	Fred Bloetscher 239.250.2423	$405,000.00	Mar-24	Public Utility Management and Planning Services	50%
ıse 3 Infiltration and Correction vices - Installation of Pumps and ɛs for City of Clewiston	Installation of pumps and control boxes for up to 50 lift stations of various sizes. All pumps will be changed out and new rails installed.	Fred Bloetscher 239.250.2423	$1,417,754.00	Jun-24	Public Utility Management and Planning Services	30%
ıhton Skate Park Upgrades for ıinole Tribe of Florida	Remodel and repurpose existing restroom building; refinish and recondition of existing skate ramps; refinish and expand existing skate park concrete slab; new chain link fence and gates; installation of new bleachers, a new overhead Airnasium, all associated mechanical, electrical, plumbing (MEP), and civil/site work	Tanya McMillion 954-770-8571	$2,277,500.00	Jul-24	Acai	20%
chee Pole Barn Utilities for Florida ı and Wildlife Conservation ımission	Construction of a new modular office building along with associated site work and utilities.	Mike Cottingham 813.791.9410	$618,110.00	Aug-24	Chastain Skillman	25%
ıe Contractor - Texas Eco Pavers ten Transport Truck Parking Site for ten Transport, LTD	BMPs, Erosion Control, Project Management, Asphalt Removal, Cut/Reshape Retention Area, Sod @ Retention Area/Slopes to Property Line, Construct Overflow Weir, Pipe/Structures per plans, Import Fill for Proposed Grades, Concrete Driveway Entries, Curbing/Islands, Landscape, Material Testing, Spreader Swale, Land Gear Concrete Strips, Rip Rap at OF, Fine Grade Entire Site and Permit Fees.	Derek Schutz 281.787.6232	$1,391,000.00	May-24	Madrid Engineering Group	50%
ɔroc Sporting Clays Course Pavilion Florida Fish and Wildlife Conservation ımission	The contractor is to furnish and install one engineerrd metal building.	Samuel "Mark" Brackman 850.413.7988	$310,205.00	TDB-Waiting on NTP	Florida Fish and Wildlife Conservation Commission Hunter Safety and Rages	10%

Boromei Construction

420B NW 3rd Street, Okeechobee, FL 34972

Phone: 863.623.4314
State License #CGC1508299

Completed/Similar Projects

1.

Project Name: Construction of Four Pickleball Courts

Owner: City of Coral Springs

Address: 9500 West Sample Rd. Coral Springs, FL 33065

Contact Person: Justin Ellis

Telephone: 954.344.1839

Email: jellis@coralspringsfl.org

Value of Work: $102,769.95

Completion Date: September 2020

Description : Construction of four pickleball courts including the post/netting, court surfacing, installation of perimeter fencing, and site restoration.

2.

Project Name: Ansin Sport Complex Shade Structures

Owner: City of Miramar

Address: 2300 Civic Center Place Miramar, FL 33025

Contact Person:	Aubrey Boyd
Telephone:	954.908.0109
Email:	aboyd@miramarfl.gov
Value of Work:	$444,480.75
Completion Date:	April 2022
Description :	Furnish and install a shade structure over existing bleachers.

3.

Project Name:	New York Avenue Sidewalks
Owner:	City of Fellsmere
Address:	22 S. Orange Street, Fellsmere, FL 32948
Contact Person:	Phillip Lyon
Telephone:	561.400.2511
Email:	plyon@aengineeringinc.con
Value of Work:	$719,909.95
Completion Date:	July 2023
Description :	Constructions of Side Walks

Boromei Construction

Equipment List

Year Make and Model

Hyundai Robex 290LC Trackhoe

2014 JCV 507 Lull

2007 Wacker Compactor DPU6055/Plate Tamp

2011 Wacker Compactor BPU4045A/Plate Tamp

2010 Wacker Compactor BPU3050A/Plate Tamp

2004 Kubota Mini Excavator

2016 Kubota Mini Excavator

2007 Bobcat T250 Skid Loader

2000 John Deere 444 Loader

2011 Dooson RX264H Jumping Jack

7 Foot Six Way Dozer Blade

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Street
Okeechobee, FL 34972

Boromei Construction

DANNY BOROMEI, President/ Project Manager/Superintendent

PROFESSIONAL LICENSES AND REGISTRATIONS

Certified General Contractor, State of Florida, CGC 1508299

State of Florida Department of Environmental Protection Qualified Stormwater Management Inspector Number: 20834

EDUCATION

High School Diploma Year Earned: 1985

Naval Aviation Academy Year Earned: 1993

Continuing Education Courses in Construction Industry Safety and Management

CERTIFICATIONS

30-Hour OSHA Hazard Recognition Training for the Construction Industry – 2015

10-Hour OSHA Construction Safety & Health

TECHNICAL COURSES

Florida Stormwater Regulations for Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Data Flow System Antenna and Tower Replacement- Replace existing SCADA Data Flow System antenna and tower. Completed in September 2021
- Trap Line Bunker Modification-Palm Beach Shooting Sports Complex – Modify (5) existing trap unkersm install conduit, concrete pads, construct custom PVC speaker housing, provide minor drainage and finish grading, top soil and sod. Complete in Septemebr 2021
- Lift Station 21 and Lift Station 24 Bypass Pump Improvements- Installing diesel pumps, concrete pads, suction and discharge piping, valves restoration. Completed in April 2021
- Leachate WWTP Sand Filter Repiar & Rehabilitation – Repairs to sand filter including replacement of valves, rehabiltitation of surface system, replace mesh screens and install new media in filter cells, replace level sensors, air compressor and air dryer and repair electric. Completed in April 2021
- Moss Pilot - Installation of a new soil bench, ramp, prefabricated slab, pipe and pmp head, discharge weir, rip rap, fuel system, power pack, monitring wells and site restoration. Completed in January 2021
- Marco Island RWPF Bleach Structures – Construction of bleach structures to house chemical feed pumps and four hypochlorite (bleach) tanks. Completed in November 2020
- CREW Siding Replacement – Exterior improvements to FL Fish & Wildlife residence including replace and install all T-111 with hardyboard siding and paint exterior. Replace all vented viynl soffit. Fill in pool area, grade and lay sod. Completed in Septemebr 2020
- Construction of Four Pickleball Courts - Construction of four pickleball courts including posts/netting, court surfacing, installation of perimeter fencing, and site restoration. Completed in September 2020

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Stree
Okeechobee, FL 3497

- City of Mount Dora Restrooms – Furnish and install pre-fabricated restrooms. Completed in September 2020
- FL Fish & Wildlife Crew Handrail – Furnish labor, materials and equipment to replace and paint handrails and deck boards on west side of balconies. Completed in August 2020
- Bonnie Brook Pump Station Retrofit Modifying wet well structure to construct floor and wall corner fillets, a spliter wall, anti rotation baffles, floor splitters, suction umbrellas and to modify pump elevations. Completed in July 2020
- City of Cocoa Gateway Entry Sign – Installation of city entry gateway sign. Completed in July 2020
- Fort Pierce State Farmers Market Overhead Doors – Provide new commercial overhead doors at east loading dock for food and regulatory safety. Completed in June 2020
- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- San Lucie Basin 2B Construction Driveways Furnish and istall 82 driveway aprons to the existing homeowner driveways to the roadway. Each approximately 300SF. Completed in April 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Brighton Seminole Indian Reservation Preschool (Adult Classroom) Bathroom Remodel – Vice President/Project Manager. Remodel (7) bathrooms and improve patio enclosures. Completed in September 2021.
- Southport Unit 5 Area City of Port St. Lucie, FL Vacuum Sewer Collection System – Vice President/Project Manager. Construction, testing and placing into operation of a vacuum sewage collection system, pumping station and sewage force main in predominately residential neighborhood. Completed in July 2020.

- North County Aquatic Flooring – Vice President/Project Manager. Replacement of existing epoxy flooring with Altro Aquarius equivalent in the Men's and Women's restrooms, locker rooms and shower areas. Completed in May 2019
- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
- Punta Gorda WWTP Bldg. Repairs – Vice President/Project Manager. Remove and replace existing windows, frames, remove and replace Gypsum Wallboard, stucco repairs. Completed in December 2018.
- City of Punta Gorda CONS-FIRELINEBAYFRT11625 – Vice President/Project Manager. Construct a fire protection line at Bayfront Hospital to the City's 12" water main. Completed October 2018
- Big Cypress RV Resort Slab Replacement – Vice President/Project Manager. Demolition, legal disposal and replacement services of the existing slabs. Completed in September 2018
- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.

- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.

- Little League Concession Stand – Vice President. Demolish and reconstruct a two-story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.

- St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.

- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.

- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.

- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.

- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.

- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow

meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.

- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.

- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.

- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.

- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.

- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011

- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025-gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.

- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.

- Indian River Estates Storm Water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.

- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Competed: August 2008.

- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.

SouthState

February 20, 2024

Re: Boromei Construction, Inc.
420 NW 3rd St., Ste b
Okeechobee, FL 34972
Acct # XXX4926

To Whom It May Concern:

Please accept this letter on behalf of Boromei Construction, Inc. who is a current customer of SouthState Bank. I write to certify that Boromei Construction, Inc. has been in good financial standings with us. I am able to recommend Mr. Boromei to you as a person of integrity and good standing, who to the best of my knowledge and belief is able to conduct his business affairs in a proper and regular manner.

The information provided with our customer's consent in strict confidence, without guarantee and for your company's use only.

Should you have any questions or need additional information please feel free to contact me direct.

Sincerely,

Tabitha Trent
Vice President
Branch Manager IV
NMLS# 769972

2100 S. Parrott Avenue
Okeechobee, FL 34974
Branch 863.763.5573
Direct 863.824.4353

SouthStateBank.com

Internal

BOROMEI CONSTRUCTION, INC.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2022

BOROMEI CONSTRUCTION, INC.
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2022

INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEET	2
STATEMENT OF INCOME AND RETAINED EARNINGS	3
STATEMENT OF CASH FLOWS	4
NOTES TO FINANCIAL STATEMENTS	5
SUPPLEMENTARY INFORMATION	
SCHEDULE OF EARNINGS FROM CONTRACTS	14
SCHEDULE OF CONTRACTS COMPLETED	15
SCHEDULE OF CONTRACTS IN PROGRESS	16
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES	17

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Boromei Constructon, Inc.
Okeechobee, Florida

We have reviewed the accompanying financial statements of Boromei Constructon, Inc. (a corporation), which comprise the balance sheet as of December 31, 2022 and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 through 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

T. R. Kirstein & Company, LLC

Marco Island, Florida
April 17, 2023

T.R. Kirstein & Company, LLC

BOROMEI CONSTRUCTION, INC.
BALANCE SHEET
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 258,598
Accounts receivable	938,718
Prepaid expenses and deposits	16,040
Other current contract assets	557,725
Total current assets	1,771,081
PROPERTY AND EQUIPMENT - NET	274,345
OTHER ASSETS	
Work-in-progress	528,553
TOTAL ASSETS	$ 2,573,979

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES	
Accounts payable and accrued expenses	$ 677,631
Income tax payable	32,272
Current portion of long-term debt	180,987
Deferred tax liability	123,085
Other current contract liabilities	84,654
Total current liabilities	1,098,629
LONG-TERM LIABILITIES	
Long-term debt, less current portion	30,837
Due to stockholders	4,197
Total long-term liabilities	35,034
TOTAL LIABILITIES	1,133,663
STOCKHOLDER'S EQUITY	
Common stock - 100 shares of $65 par value shares authorized, issued and outstanding	6,500
Additional paid-in capital	26,445
Retained earnings	1,407,371
Total stockholder's equity	1,440,316
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,573,979

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2022

Contract revenue earned	$	4,380,886
Cost of revenue earned		3,465,622
Gross profit		915,264
General and administrative expenses		233,153
Income (loss) from operations		682,111
Other income (expense)		
Interest expense		(9,225)
Income (loss) before taxes		672,886
Provision for income taxes (Note 7)		(136,052)
Net income (loss)		536,834
Retained earnings at the beginning of the year	$	870,537
Net income (loss)		536,834
Retained earnings at the end of the year	$	1,407,371

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$	536,834
Adjustments to Reconcile Net Income to Net Cash Provided (Used) by Operating Activities		
Depreciation		28,073
Changes in assets and liabilities:		
(Increase) Decrease in contracts receivable		(561,888)
(Increase) Decrease in current contract assets		(93,110)
(Increase) Decrease in prepaid expenses		(8,394)
(Increase) Decrease in federal and state tax deposits		28,004
(Increase) Decrease in work-in-progress		(487,638)
Increase (Decrease) in accounts payable and accrued expenses		362,735
Increase (Decrease) in deferred tax liability		44,109
Increase (Decrease) in current contract liabilities		35,241
Increase (Decrease) in income tax payable		28,776
Net Cash Provided (Used) by Operating Activities		(87,258)
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(92,815)
Net Cash Provided (Used) by Investing Activities		(92,815)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances on equipment loans and leases		223,535
Principal payments on equipment loans and leases		(11,711)
Net Cash Provided (Used) by Financing Activities		211,824
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		31,751
Cash and Cash Equivalents - Beginning of Year		226,847
CASH AND CASH EQUIVALENTS - END OF YEAR	$	258,598
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	9,225

See accompanying Notes and Independent Accountant's Review Report

BOROMEI CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Boromei Construction, Inc., hereinafter referred to as the "Company", incorporated under the laws of the State of Florida and began operation in July, 2004. The Company was created for the purpose of performing construction services in the State of Florida.

The operating cycle of the Company's contracts varies and may exceed one year. Assets and liabilities are principally classified as current and noncurrent based on a realization and liquidation period of one year.

Revenue Recognition

The Financial Accounting Standards Board (FASB) issued guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expect to be entitled in exchange for those goods or services.

The guidance also added Subtopic 340-40, *Other Assets and Deferred Costs-Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer.

The Company recognizes revenues from fixed-priced and modified fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonable possible that estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (continued)

Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of the modification has been approved, but the price has not been determined or approved) are accounted for as changes in the estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The Company warranties its work for one year after the date of acceptance. Warranty costs for the year ended December 31, 2022 were immaterial.

The contract asset, "Cost and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The contract liability "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

The Company recognizes revenues from real estate sales under the guidance of FASB ASC 360-20, which provides that revenue is recognized in full on the date of the sale.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Company considers all interest bearing and noninterest bearing demand deposits, money market accounts, and short-term investments with an original maturity of three months or less to be cash equivalents.

The Company maintains bank accounts with balances which, at times, may exceed federally insured limits. The Company has not experienced any losses on such accounts. The Company believes it is not exposed to any significant risk on bank deposit accounts.

Contracts Receivable

Contracts receivable represent unconditional rights to consideration. A right to consideration is unconditional if only the passage of time is required before payment becomes due. The Company's contract receivables at December 31, 2022 and January 1, 2022 totaled $938,718 and $376,830, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract Assets and Liabilities

Contract assets are rights to consideration in exchange for goods or services that the Company has transferred to a customer when that right is conditional on something other than the passage of time.

Contract liabilities are obligations to transfer goods or services to a customer for which the Company has received consideration, or for which an amount of consideration is due from the customer.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided for on the straight-line method over the estimated useful lives of the assets, which are generally five to seven years.

Impairment Long-lived Assets

Long-lived assets, such as property and equipment, are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset. Certain long-lived assets to be disposed of by sale are reported at the lower of carrying amount or fair value less cost to sell. There were no such adjustments during the year ended December 31, 2022.

Leases

The Company calculates operating lease liabilities with a risk-free discount rate, using a comparable period with the lease term. All lease and non-lease components are combined for all leases. Lease payments for leases with a term of twelve (12) months or less are expensed on a straight-line basis over the term of the lease with no lease asset or liability recognized. At December 31, 2022 the Company had no long-term lease obligations.

Work-in-progress

The Company is constructing two "spec" houses for resale. Costs of the properties and construction are being carried on the balance sheet as work-in-progress. The projects are being financed by construction loans (See Note 6 Long-term Debt). At December 31, 2022 the Company's work-in-progress totaled $528,553.

Income Taxes

Provisions for income taxes are based on taxes payable or refundable for the current year and deferred taxes on temporary differences between the amount of taxable income and pretax financial income and between the tax basis of the assets and liabilities and their reported amounts in the financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

Deferred tax assets and liabilities are included in the financial statements at currently enacted income tax rates applicable to the period in which the deferred tax assets and liabilities are expected to be realized or settled as prescribed in Financial Accounting Standards Board (FASB), *Accounting for Income Taxes* ACS 740-10. As changes in the tax laws or rates are enacted, deferred tax assets and liabilities are adjusted through the provision for income taxes. (See Note 7 - Income Taxes and Deferred Income Taxes).

Construction contracts are reported for income tax purposes on the complete contract method and for financial statement purposes on the cost-to-cost input method. Accelerated depreciation is used for tax reporting, and straight-line depreciation is used for financial statement reporting.

Date of Management's Review

Subsequent events have been evaluated through April 17, 2023, which is the date the financial statements were made available to be issued.

NOTE 2 CONTRACTS RECEIVABLE

Contracts receivable at December 31, 2022 are as follows:

Completed contracts		
Due	$	259,944
Contracts in progress		
Due		678,774
	$	938,718

Contracts receivable at December 31, 2022 are aged as follows:

0 - 30 days	$	890,603
31 - 60 days		3,531
61 - 90 days		-
Over 90 days		44,584
	$	938,718

Included in contracts receivable at December 31, 2022 is $210,830 due from the stockholder of the company (See Note 12 Related Party Transactions).

Subsequent to year end the Company collected approximately $726,000 of the outstanding balance at December 31, 2022.

NOTE 3 COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts at December 31, 2022 are as follows:

Costs incurred on uncompleted contracts	$	1,267,240
Estimated earnings		448,443
		1,715,683
Less: Billings to date		1,308,347
	$	407,336
Costs and estimated earnings in excess of billings on uncompleted contracts	$	512,416
Billings in excess of costs and estimated earnings on uncompleted contracts		(105,080)
	$	407,336

NOTE 4 OTHER CURRENT CONTRACT ASSETS AND LIABILITIES

Other current contract assets and liabilities at December 31, 2022 are comprised of costs and estimated earnings on uncompleted contracts as follows:

Other current contract assets		
Costs and estimated earnings in excess of billings on uncompleted contracts	$	512,416
Retainages, current		65,735
Less: Retainages netted with other contract liabilities		(20,426)
Total other current contract assets	$	557,725
Other current contract liabilities		
Billings in excess of costs and estimated earnings on uncompleted contracts	$	105,080
Less: Retainages netted with other contract liabilities		(20,426)
Total other current contract liabilities	$	84,654

NOTE 5 PROPERTY AND EQUIPMENT

Depreciation for the year ended December 31, 2022 totaled $28,073. Costs, accumulated depreciation, and estimated useful lives as of December 31, 2022 are as follows:

Category	Estimated Useful Lives		Amount
Construction equipment	5-7 Years	$	171,641
Vehicles	5 Years		98,327
Land			56,776
			326,744
Less: accumulated depreciation			(52,399)
		$	274,345

NOTE 6 LONG-TERM DEBT

Notes payable at December 31, 2022 are as follows:

Note payable to financial institution. Interest at 10.05%, payable in monthly installments of $1,681. Due August, 2025. Secured by vehicle	$	47,016
Construction loan payable to financial institution. Interest at 9.125%. Interest payable monthly. Due June, 2023. Secured by mortgage		82,404
Construction loan payable to financial institution. Interest at 9.125%. Interest payable monthly. Due June, 2023. Secured by mortgage		82,404
Total		211,824
Less: current portion		(180,987)
	$	30,837

Principal payments on notes payable are due as follows:

Year ended December 31,

2023	$	180,987
2024		17,882
2025		12,955
	$	211,824

NOTE 7 INCOME TAXES AND DEFERRED INCOME TAXES

At December 31, 2022 the provision for taxes on income consists of the following:

Current	$	91,943
Deferrred		44,109
	$	136,052

The following represents the approximate tax effect of each significant type of temporary difference giving rise to the deferred income tax asset (liability) at December 31, 2022:

Deferred tax liability:		
Earnings on uncompeted contracts	$	68,491
Property and equipment		54,594
Total deferred tax liability		123,085
Deferred tax asset (liability), net	$	(123,085)

Income tax payable consists of $27,124 due for the Company's 2022 federal income tax and $5,148 due for the Company's 2022 state income tax.

NOTE 8 BACKLOG

The following is a reconciliation of backlog representing signed contracts in existence at December 31, 2022:

Balance at the beginning of the year	$	4,199,320
New contracts and adjustments during the year		5,122,400
		9,321,720
Less: contract revenue earned for the year		4,380,886
Balance at the end of the year	$	4,940,834

Subsequent to the date of the financial statements and through April 17, 2023, the Company has signed $179,600 in additional contracts.

NOTE 9 CONCENTRATION OF CREDIT RISK

At the year ended December 31, 2022, three customers accounted for approximately 82% of the Company's receivables. Total contract receivables due from these customers amounted to approximately $765,000.

NOTE 10 MAJOR CUSTOMERS

During the year ended December 31, 2022, three customers accounted for approximately 37% of the Company's revenues. Total revenues derived from these customers totaled approximately $1,622,000.

NOTE 11 COMMITMENTS AND CONTINGENCIES

Leases

The Company leases office space on an annual basis. Monthly lease payments are $500 per month. Lease expense for the year ended December 31, 2022 totaled $6,000.

The company also leases office equipment on an annual basis. Lease expense for the year ended December 31, 2022 totaled $2,407.

Claims and Legal Proceedings

The Company is subject to various claims and legal proceeding covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition or results of operations of the Company.

Surety Bonding

The Company, as a condition for entering into some of its construction contracts executed an Agreement of Indemnity with its Surety Company. This agreement provides for a security interest in and lien on all of such indemnitor's right, title and interest in any and all the Indemnitor's property, including, deposit accounts, accounts receivable, notes receivable, machinery, equipment, fixtures, investments and contracts.

Uncertainty in Income Taxes

The Company recognizes its deferred tax liability or asset under FASB ASC 740-10-25, Accounting for Uncertainty in Income Tax, for the year ended December 31, 2022. The Company evaluates its uncertain tax positions using the provisions of FASB ASC 450 Accounting for Contingencies. Accordingly, a loss contingency is recognized when it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. The amount recognized is subject to estimates and management judgment with respect to the likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position, or for all uncertain tax positions in the aggregate, could differ from the amount recognized. At December 31, 2022 there were no tax loss contingencies to be recognized.

NOTE 12 RELATED PARTY TRANSACTIONS

During the year ended December 31, 2022 the Company performed work for the Stockholder of the company. This work is included on Schedule 2 Contracts Completed under the name Granny's House Renovations. The project was performed at cost (zero profit). Revenue earned from this project totaled $210,830 and costs expended for this project totaled $210,830 and are included in the Company's 2022 Revenue and Cost of Sales. Revenue and cost for this project represents 4.8% of the company's revenue and 6.1% of company's cost of sales. The billing on this project is included in the December 31, 2022 contracts receivable balance and represents approximately 22.4% of the outstanding contracts receivable (See Note 2 Contracts Receivable).

SUPPLEMENTARY INFORMATION

BOROMEI CONSTRUCTION, INC.
SCHEDULE 1
EARNINGS FROM CONTRACTS
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	For the year ended December 31, 2022		
	Revenues Earned	Cost of Revenues Earned	Gross Profit
Contracts completed during the year	$ 2,706,234	$ 2,230,670	$ 475,564
Contracts in progress at the end of the year	1,674,652	1,234,952	439,700
	$ 4,380,886	$ 3,465,622	$ 915,264

BOROMEI CONSTRUCTION, INC.
SCHEDULE 2
CONTRACTS COMPLETED
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	Contract Totals			Before January 1, 2022			For the year ended December 31, 2022		
Construction Project	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
MANATEE COUNTY SEWER SCREE	$ 828,147	$ 807,631	$ 20,516	$ 50,490	$ 41,514	$ 8,976	$ 777,657	$ 766,117	$ 11,540
ANSIN SHADE STRUCTURE	444,481	305,607	138,874	136,118	101,175	34,943	308,363	204,432	103,931
SEBASTIAN INLET RESTROOM	427,032	434,164	(7,132)	121,192	97,987	23,205	305,840	336,177	(30,337)
ROTENBERGER VIEWING PLATFOF	414,802	311,841	102,961	18,953	14,429	4,524	395,849	297,412	98,437
FLEET MAINT FUEL TAND	354,122	314,872	39,250	101,279	78,835	22,444	252,843	236,037	16,806
HILOCHEE POLE BARN	213,698	134,626	79,072	406	302	104	213,292	134,324	78,968
GRANNY'S HOUSE RENOVATIONS	210,830	210,830	-	166,975	116,875	50,100	43,855	93,955	(50,100)
WAREHOUSE PIPE STORAGE	205,917	92,528	113,389	-	-	-	205,917	92,528	113,389
TRAVELING BRIDGE CRANE	188,184	120,373	67,811	226	183	43	187,958	120,190	67,768
JUPITER GATEWAY ENTRY SIGN	57,679	6,277	51,402	-	-	-	57,679	6,277	51,402
HILOCHEE RESIDENCE DRAINFIELI	32,450	9,548	22,902	-	-	-	32,450	9,548	22,902
WESTPORT WRF HEADQUARTERS	31,244	11,757	19,487	-	-	-	31,244	11,757	19,487
BASSWOOD SPEC HOME#3817	-	-	-	61,400	44,277	17,123	(61,400)	(44,277)	(17,123)
BASSWOOD SPEC HOME#3779	-	-	-	70,950	51,167	19,783	(70,950)	(51,167)	(19,783)
SMALL JOBS AND MISC COSTS	25,637	17,360	8,277	-	-	-	25,637	17,360	8,277
	$ 3,434,223	$ 2,777,414	$ 656,809	$ 727,989	$ 546,744	$ 181,245	$ 2,706,234	$ 2,230,670	$ 475,564

Note: Basswood Spec Home #3817 and #3779 were previously accounted for under Contracts in Progress in the December 31, 2021 financial statements. These two jobs are being removed from the December 31, 2022 job schedules and are accounted for on the balance sheet as Work-In-Progress.

BOROMEI CONSTRUCTION, INC.
SCHEDULE 3
CONTRACTS IN PROGRESS
DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	Total Contract			From Inception through December 31, 2022					At December 31, 2022		For the year ended December 31, 2022			
Construction Project	Contract Price	Total Estimated Cost	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed to Date	Revised Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit	Percent Complete
GEORGIA AVE BASIN WATER	$ 1,688,940	$ 1,351,152	$ 337,788	$ 353,326	$ 282,696	$ 70,630	$ 408,519	$ 1,068,456		$ 55,193	$ 353,326	$ 282,696	$ 70,630	20.92%
CLEWISTON PHASE 3	1,379,941	935,776	444,165	28,289	19,198	9,091	-	916,578	28,289		28,289	19,198	9,091	2.05%
FELLSMERE SIDEWALK	704,629	504,570	200,059	448,778	321,338	127,440	331,426	183,232	117,352		448,778	321,338	127,440	63.69%
HIGHLANDS HAMMOCK	621,802	421,652	200,150	302,134	204,871	97,263	232,574	216,781	69,560		302,134	204,871	97,263	48.59%
WEKIWA SPINGS STATE PARK	603,797	474,824	128,973	257,459	202,486	54,973	-	272,338	257,459		241,338	189,566	51,772	42.64%
LAKE DOT ALUM TREATMENT	444,255	348,795	95,460	18,703	14,675	4,028	-	334,120	18,703		2,976	2,340	636	4.21%
DANIA BEACH ACCELATOR	405,000	324,000	81,000	689	563	126	-	323,437	689		689	563	126	0.17%
SANDLOADER SYSTEM	319,949	229,940	90,009	295,825	212,602	83,223	285,828	17,338	9,997		286,642	205,569	81,073	92.46%
IACOBELLI GARAGE & CABANA	281,604	230,863	50,741	113	100	13	50,000	230,763		49,887	113	100	13	0.04%
BOROMEI NEW OFFICE BLDG.	200,000	200,000	0	3,840	3,835	5	-	196,165	3,840		3,840	3,835	5	1.92%
DINNER ISLAND FAN INSTALL	6,600	4,930	1,670	6,527	4,876	1,651	-	54	6,527		6,527	4,876	1,651	98.90%
	$ 6,656,517	$ 5,026,502	$ 1,630,015	$ 1,715,683	$ 1,267,240	$ 448,443	$ 1,308,347	$ 3,759,262	$ 512,416	$ 105,080	$ 1,674,652	$ 1,234,952	$ 439,700	

BOROMEI CONSTRUCTION, INC.
SCHEDULE 4
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

Administrative payroll costs	$ 117,975
Advertising and promotion	3,911
Automobile	14,481
Bank charges and penalties	11,477
Computer and internet	3,561
Contributions and donations	100
Copier lease	2,407
Depreciation	28,073
Dues and subscriptions	323
Estimating	3,388
Insurance	5,378
Office expense	4,453
Postage and delivery	172
Professional fees	10,938
Rent	6,000
Repairs and maintenance	5,404
Small tools	400
Taxes and licenses	2,028
Telephone	4,257
Travel and meals	4,043
Uniforms	100
Utilities	2,007
Warranty costs	2,277
Total	$ 233,153

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2023

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

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

PRODUCER
Pritchards And Associates
10791 SW Tradition Square
Port Saint Lucie FL 34987

CONTACT NAME: Jennifer Kerns
PHONE (A/C, No, Ext): (772) 345-7700 **FAX (A/C, No):**
E-MAIL ADDRESS: Jennifer@pritchardsinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto-Owners Insurance Company#~	18988
INSURER C : Scottsdale Ins Co.	
INSURER D : CAPITOL SPECIALTY INS CORP	10328
INSURER E :	
INSURER F :	

INSURED BOROCON-01
Boromei Construction, Inc.
420B NW 3RD ST
OKEECHOBEE FL 34972-4129

COVERAGES **CERTIFICATE NUMBER:** 1738315937 **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			72744569	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY			5174456900	7/6/2023	7/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			XBS0181627	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Pollution			EV20200133-04	2/7/2023	2/7/2024	Each Poll. Incident	1,000,000
A	Installation Floater			72396877	5/31/2023	5/31/2024	Coverage Aggregate	2,000,000
							Building Materials	50,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

"Sample"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

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

PRODUCER	CONTACT NAME: LOWELL PRITCHARD
PRITCHARDS AND ASSOCIATES INC 1802 SOUTH PARROTT AVENUE OKEECHOBEE FL 34974	PHONE (A/C, No, Ext): (863) 261-8702 FAX (A/C, No): E-MAIL ADDRESS: LPRITCHARD@PRITCHARDSINC.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FWCJUA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BOROMEI CONSTRUCTION INC
420B NW 3RD ST
OKEECHOBEE FL 349720000
FEIN: 20-1321621

COVERAGES **CERTIFICATE NUMBER:** 2305230013 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6G468910	5/21/2023	5/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

SouthState Bank N.A.
802 W Lumsden Rd.
Bradenton FL 33511
Phone Number: (813) 423-7431

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

Laura A Terrence

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

January 29, 2024

CITY OF FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

ADDENDUM NO. 1

The purpose of this addendum is to modify bid due date, which was inadvertently stated in the bid document and advertisements, from 3:00 P.M., March 4, 2024:

3:00 P.M., WEDNESDAY, FEBRUARY 21, 2024

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Danny Boromei
Typed or Printed

Company Name: Boromei Construction Inc.

Address: 420B NW 3rd Street, Okeechobee, FL 34972

Date: 2.21.2024

/gc

January 31, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Request the utilization of Plexipave as an alternative to the specified Plexiflor for the acrylic coating of the Pickleball Courts.

   ANSWER: Plexipave is an approved alternate.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Danny Boromei
Typed or Printed

Company Name: Boromei Construction Inc.

Address: 420B NW 3rd Street, Okeechobee, FL 34972

Date: 2.21.2024

/lh

February 7, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 3

The purpose of this addendum is to provide clarifications for a few items that were incorrectly stated in the original solicitation document.

- **Inquiries/Questions**, page numbered 10, Tracy Telle, Assistant City Engineer, email address is incorrect. The email should read: ttelle@cityoffortpierce.com.

- The **Pre-Bid Conference**, is non-mandatory, attendance is not required in order to participate in the bid process, and there is no site visit, as stated on the Invitation to Bid page.

All other conditions of this bid remain the same.

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

Signature: D. Bom
Manual

Signature: Danny Boromei
Typed or Printed

Company Name: Boromei Construction Inc.

Address: 420B NW 3rd Street, Okeechobee, FL 34972

Date: 2.21.2024

/gc

February 13, 2024

CITY FORT PIERCE
INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions provided by potential bidders during the February 9, 2024 Pre-bid Meeting:

1.	**QUESTION:**	May asphalt be utilized for the construction of the Pickleball Courts as opposed to the specified concrete?
	ANSWER:	For bidding purposes please bid the court as being constructed of concrete and we will revisit the request prior to construction commencement.
2.	**QUESTION:**	Where is the connection point to the existing irrigation system?
	ANSWER:	The City has opted to eliminate the automatic irrigation system and request that the contractor include the manual watering via a water truck or tree bags until the newly planted trees are established. The contractor shall include all costs associated with the irrigation and 1-year warranty of the trees in the overall landscaping bid item price.
3.	**QUESTION:**	Will the contractor be responsible for pulling the wire through the lighting conduit?
	ANSWER:	No, FPUA will pull the wire and set the light poles/luminaires.

All other conditions of this bid remain the same.

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

Signature: D. Bo
Manual

Signature: Danny Boromei
Typed or Printed

Company Name: Boromei Construction Inc.

Address: 420B NW 3rd Street, Okeechobee, FL 34972

Date: 2.21.2024

/lh

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

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

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.

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: Gelencia Carter, (772) 467-3102	Bid No: 2024-018
Pre-Bid Conference: 10:00AM, FRIDAY, FEBRUARY 9, 2024	Bid Title: INDIAN HILLS GOLF COURSE EXPANSION
Mandatory Site-Visit Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, MARCH 4, 2024	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: GRSC, Inc. Mailing Address: 1643 NW Dove Ct.	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Stuart, FL 34994	Typed or Printed Name: Gaynam Rackstraw
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year: 2012	Delivery in 150 days, After Receipt Order
Phone Number: (772) 888-6818	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 45-5344665
E-Mail Address: gaynam@grscinc.net	Local Business: X Y ___ N MWBE: ___ Y X N
Bid Security is attached, when required, in the amount of $ 94,855.79 F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ 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) ▶ _____

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.
1643 NW Dove Ct

Requester's name and address (optional)

6 City, state, and ZIP code
Staurt, FL 34994

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

4	5	–	5	3	4	4	6	6	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Gary [signature] Date ▶ 12/15/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

INDIAN HILLS GOLF COURSE IMPROVEMENTS

NAME OF BIDDER: GRSC, Inc.

MAILING ADDRESS: 1643 NW Dove Ct. Stuart, FL 34994

STREET ADDRESS: 1643 NW Dove Ct. Stuart, FL 34994 (Zip Code)

PHONE NUMBER: (772) 888-6818

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1/29/2024	No. 4	Dated 2/13/2024
No. 2	Dated 1/31/2024	No. _____	Dated _____
No. 3	Dated 2/7/2024	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;
that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

EXHIBIT "E"
SECTION 001

Work to be Done	Name of Subcontractor	Address
Pickleball Court	Merrick Industrial Management Corp.	1951 NW 7th Ave Ste 600, Miami, FL 33136
Pickleball Court	Mor Sports Group	9401 Corkscrew Palms Circle Estero, FL 33928
Striping	Steffen & Sons Striping Inc.	13421 75th Ln N West Palm Beach, FL 33412
Landscaping	Impact Landscaping	1562 Park Ln S Ste 700, Jupiter, FL 33458 ·

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: GRSC, Inc.
(Type or Print)

By: _____

Name: Gaynam Rackstraw

Title: President

Dated: February 17, 2024

(Corporate Seal)

Attest
If Corporation

By: Alexis Rackstraw
(Signature)

Name: Alexis Rackstraw

Title: Secretary

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida General Contractor License Number: CGC1521089 Expiration Date August 31, 2024

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
GRSC, Inc. _____, as Principal, and _____
U.S. Specialty Insurance Company _____, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of 10% of the amount bid _____
_____ Dollars ($ten percent _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 21st 2024, for the INDIAN HILLS GOLF COURSE EXPANSION
Bid No: 2024-018

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 21st day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

GRSC, Inc.

By: Gaynam Rackstraw
(Signature)

Name: Gaynam Rackstraw

Title: President

ATTEST (if corporation)

By: Alexis Rackstraw
(Signature)

Name: ALEXIS RACKSTRAW

Title: SECRETARY

(Corporate Seal)

SURETY

U.S. Specialty Insurance Company

By: _____
(Signature)

Name: Robert L. Ashton

Title: Attorney in Fact

(Surety Seal)

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety U.S. Specialty Insurance Company

Mailing Address 4350 W. Cypress St, Suite 630, Tampa, FL 3360

Street Address 13403 Northwest Freeway Houston, TX 77044

Name and Mailing and Street All American Bonds and Insurance, LLC

Address of Agent or P.O. Box 4955 Winter Park, FL 32973

Representative in Florida 7224 Sandscove Ct #7, Winter Park, FL 32792

(if different than above) _____

_____

_____

_____

Telephone Number of Surety (877) 567-7486, Surety

and Agent or Representative (844) 321-2663, Agent

in Florida _____

END OF SECTION

TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

ROBERT L. ASHTON

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2022745, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ********* UNLIMITED ********* (***UNLIMITED ***). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

U.S. Specialty Insurance Company

U.S. SPECIALTY INSURANCE COMPANY

By: _____

Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of February, 2024.

Bond No. BB2022745
Agency No. 700536

U.S. Specialty Insurance Company

_____
Kio Lo, Assistant Secretary

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

In addition, the Companies accept digital or digitized signatures as original wet signatures for bond execution. All bonds that are properly executed via digital or digitized signature are valid as if they were executed via physical signature.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. Additionally, each Company hereby agrees that electronic signatures are accepted and given the same validity as physically wet signatures.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester
Frank Mester, Vice President

Reference Information
Principal Name: GRSC, INC.
Bond/Bid Number: BB2022745
Agency Name: ALL AMERICAN BONDS AND INSURANCE, LLC
Attorney-in-Fact: ROBERT L. ASHTON
Date: February 21, 2024

EXHIBIT "E"
SECTION 010

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.
   GRSC, Inc.
2. Permanent Main Office address.
   1643 NW Dove Ct. Stuart, FL 34994
3. When organized?
   2012
4. If a corporation, where incorporated?
   State of Florida
5. How many years have you been engaged in construction under this present firm or trade name?
   11 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.
   Site development, paving, concrete, grading, underground utilities
8. Have you ever failed to complete any work awarded to you? If so, where and why?
   No
9. Have you ever defaulted on a contract? If so, where and why?
   No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. None

11. List your major equipment available for this contract. All machines for earth work, paving machine
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
    Complete site development work for major homebuilders throughout Florida
13. Background and experience of the principal members of your company, including the officers. Gaynam Rackstraw, President - GC Liscense since 2012
    Tony Vinson - Underground utilities, paving, flatwork for 28 years
14. Give bank reference.
    First Citizens Bank Sarah Baker (772)221-7050
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 3:17 this 17th day of February, 2024.

Contractor:

GRSC, Inc.

By _____

Gaynam Rackstraw, President
(Name & Title)

County of St. Lucie
State of Florida

Gaynam Rackstraw, being duly sworn, deposes and says that he is President of GRSC, Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 17 day of February, 2024.

_____
Notary Public

My Commission Expires:

Jan 11, 2028 (Seal)

CHARLES BRADLEY SEARCY
Notary Public, State of Florida
Commission No. HH 480129
My Comm. Exp. Jan. 11, 2028

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Gaynam Rackstraw, being first duly sworn, deposes and says:

That he/she is President of GRSC, Inc.
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

GRSC, Inc.
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 17
day of February, 2024

_____
Notary Public

My Commission expires: (Seal)
Jan. 11, 2028

CHARLES BRADLEY SEARCY
Notary Public, State of Florida
Commission No. HH 480129
My Comm. Exp. Jan. 11, 2028

END OF SECTION

EXHIBIT "E"
SECTION 012

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2024-018 for **Indian Hills Golf Course Expansion Phase I Improvements**

2. This sworn statement is submitted by GRSC, Inc.
(name of entity submitting sworn statement)
whose business address is 1643 NW Dove Ct Stuart, FL 34994

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-5344665 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Gaynam Rackstraw my relationship to the entity named above is President.
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 02/17/2024

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gaynam Rackstraw who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 17 day of February, 2024.

NOTARY PUBLIC SEAL:

CHARLES BRADLEY SEARCY
Notary Public, State of Florida
Commission No. HH 480129
My Comm. Exp. Jan. 11, 2028

My commission expires: Jan. 11, 2028

END OF SECTION

EXHIBIT "E"
SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 17 , 2024

Official Address
(Including Zip Code):

1643 NW Dove Ct.

Stuart, FL 34994

By: _____

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-018

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to

administer oaths. Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Twenty five Thousand _____ Dollars
(Written)

$25,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: GRSC, Inc.
(Company-Contractor)
By: _____
(President's Signature)
Gaynam Rackstraw
(President's Typed or Printed Name)

Notarization

Sworn to and subscribed before me in St. Lucie County, Florida on the 17 day of February 2024.

Notary Public: _____ (affix seal) My Commission Expires: Jan. 11, 2028

CHARLES BRADLEY SEARCY
Notary Public, State of Florida
Commission No. HH 480129
My Comm. Exp. Jan. 11, 2028

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that GRSC, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

02/17/2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 016

BID RESPONSE FORM
INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	94,800.00	94,800.00
2	MATERIAL TESTING	LS	1	5,000.00	5,000.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	20,000.00	20,000.00
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	15,000.00	15,000.00
5	CLEARING & GRUBBING	LS	1	74,260.00	74,260.00
6	STABILIZATION, TYPE "B" (12")	SY	1,746	14.00	24,444.00
7	CEMENTED COQUINA LBR 100 (6")	SY	1,548	15.90	24,613.20
8	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	118	190.00	22,420.00
9	INLETS (TYPE C) (<10')	EA	3	14,750.00	44,250.00
10	MODIFICATION TO EXISTING INLET	EA	2	9,750.00	19,500.00
11	CONCRETE HEADWALL	EA	1	12,750.00	12,750.00
12	CONCRETE PIPE CULVERT (18" RCP)	LF	239	225.00	53,775.00
13	CONCRETE PIPE CULVERT (24" RCP)	LF	103	250.00	25,750.00
14	CONCRETE CURB (TYPE D)	LF	382	20.00	7,640.00
15	CONCRETE SIDEWALK, 4" THICK	SY	315	58.50	18,427.50
16	CONCRETE DRIVEWWAY, 6" THICK	SY	99	102.500	10,147.50
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,680	3.75	10,050.00
18	SIGNING & STRIPING	LS	1	5,965.00	5,965.00
19	PICKLEBALL COURTS (COMPLETE) CONSTRUCTION COMPLETED BY A SPORTS COURT CONTRACTOR)	LS	1	249,500.00	249,500.00
20	ADA DETECTABLE WARNINGS	EA	2	600.00	1,200.00
21 21	LANDSCAPING (COMPLETE)	LS LS	1 1	28,190.00	28,190.00
22 22	LIGHTING (CONDUIT, HANDHOLES, ETC.) **LIGHTS TO BE PROVIDED BY THE CITY**	LS LS	1 1	7,500.00	7,500.00

Item No.	Description	Units	Quantity	Unit Price	Amount
23	IRRIGATION (COMPLETE)	LS	1	0.00	0.00
24	TURF BLOCK W/ STONE	SY	292	198.35	57,918.20
25	2" WATER SERVICE (DOUBLE)	EA	1	18,250.00	18,250.00
26	6" PVC SEWER SERVICE (SINGLE) INCLUDES PAVEMENT RESTORATION	EA	1	10,975.00	10,975.00
Total Site Improvement Bid:					$ 862,325.40
Add 10% Construction Contingency for potential field change orders:					$ 86,232.54
TOTAL FINAL BID:					$ 948,557.94

SUBSTITUTION SHEET
FORT PIERCE,
FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: GRSC, Inc.

Corporate Title: Florida General Contractor

Address: 1643 NW Dove Ct.

Stuart, FL 34994
(Zip Code)

By: Gaynam Rackstraw (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 888-6818

Fax: ( )

State License # CGC1521089 **(ATTACH COPY)**

County License # 20122751102 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade?

END OF SECTION

EXHIBIT "E"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION
PHASE I IMPROVEMENTS
BID NO. 2024-
018

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE
Pulte Group	Harbor Isle Vero Beach	Fabiano Barros	561-722-7926
ARQ Con	West Lake Amenity Center	Mike Lorenzo	561-565-7792
K. Hovnanian Homes	Boatman Hammock	Garfield Hartman	561-517-1149

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **INDIAN HILLS GOLF COURSE PHASE I IMPROVEMENTS**

Bid No.: 2024-018

Project Description: **Construction of a parking lot, golf cart staging area, pickleball courts, complete with drainage, site lighting, landscaping, irrigation, and utility hook-ups**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: GRSC, Inc.

Authorized Signature: _____

Title: President

Date: 02/17/2024

END OF SECTION

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Did you include proof of proper insurance as stated in the bid documents?	X	
Is Bid Response Form completed, signed and attached?	X	
Did you completed, signed and attached the W-9 Form?	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 bid documents.	X	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	X	
Is each Bid Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID _____

January 29, 2024

CITY OF FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

ADDENDUM NO. 1

The purpose of this addendum is to modify bid due date, which was inadvertently stated in the bid document and advertisements, from 3:00 P.M., March 4, 2024:

3:00 P.M., WEDNESDAY, FEBRUARY 21, 2024

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Gaynam Rackstraw
Typed or Printed

Company Name: GRSC, Inc.

Address: 1643 NW Dove Ct.

Stuart, FL 34994

Date: 2/17/2024

/gc

January 31, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Request the utilization of Plexipave as an alternative to the specified Plexiflor for the acrylic coating of the Pickleball Courts.

   ANSWER: Plexipave is an approved alternate.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Gaynam Rackstraw
Typed or Printed

Company Name: GRSC, Inc.

Address: 1643 NW Dove Ct.
Stuart, FL 34994

Date: 2/17/2024

/lh

February 7, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 3

The purpose of this addendum is to provide clarifications for a few items that were incorrectly stated in the original solicitation document.

- **Inquiries/Questions**, page numbered 10, Tracy Telle, Assistant City Engineer, email address is incorrect. The email should read: ttelle@cityoffortpierce.com.
- The **Pre-Bid Conference**, is non-mandatory, attendance is not required in order to participate in the bid process, and there is no site visit, as stated on the Invitation to Bid page.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Gaynam Rackstraw
Typed or Printed

Company Name: GRSC, Inc.

Address: 1643 NW Dove Ct.
Stuart, FL 34994

Date: 2/17/2024

/gc

February 13, 2024

CITY FORT PIERCE
INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions provided by potential bidders during the February 9, 2024 Pre-bid Meeting:

1. **QUESTION:** May asphalt be utilized for the construction of the Pickleball Courts as opposed to the specified concrete?

   ANSWER: For bidding purposes please bid the court as being constructed of concrete and we will revisit the request prior to construction commencement.

2. **QUESTION:** Where is the connection point to the existing irrigation system?

   ANSWER: The City has opted to eliminate the automatic irrigation system and request that the contractor include the manual watering via a water truck or tree bags until the newly planted trees are established. The contractor shall include all costs associated with the irrigation and 1-year warranty of the trees in the overall landscaping bid item price.

3. **QUESTION:** Will the contractor be responsible for pulling the wire through the lighting conduit?

   ANSWER: No, FPUA will pull the wire and set the light poles/luminaires.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Gaynam Rackstraw
Typed or Printed

Company Name: GRSC, Inc.

Address: 1643 NW Dove Ct.
Stuart, FL 34994

Date: 2/17/2024

/lh

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

RACKSTRAW, GAYNAM B

GRSC, INC.
1643 NW DOVE CT
STUART FL 34994

LICENSE NUMBER: CGC1521089

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

MARTIN COUNTY BUSINESS TAX RECEIPT

2023 / 2024

EXPIRES: September 30, 2024

Account #: 20122751102

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 1643 NW DOVE CT
Business Phone: 772-888-6818
NAICS Code: 236115
State License: CGC1521089
Business Description:
GENERAL CONTR (General Contractor)

Business Name GRSC, INC
Business DBA
Owner Name RACKSTRAW, GAYNAM

GRSC, INC
1643 NW DOVE CT
STUART, FL 34997

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **07/02/2023**
Receipt Number
INT-22-00222318

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

GRSCINC-01 KLAUSD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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

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

PRODUCER	CONTACT NAME:	
Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GRSC, Inc. 1643 NW Dove Ct. Stuart, FL 34994	INSURER A : GuideOne National Insurance Company	14167
	INSURER B : Auto-Owners Insurance Company	18988
	INSURER C : Burlington Insurance Company	23620
	INSURER D : Florida Citrus, Business & Industries Fund	15764
	INSURER E : Federal Insurance Company	20281
	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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		563000766-01	1/1/2024	1/1/2025	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
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5265132900	12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			852BE02450-03	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			10662385-2023	1/1/2024	1/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater			45473085	1/27/2024	1/27/2025	Rented/Leased Equipt	632,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder, City and the City's board members, officials, officers, agents and employees City of Fort Pierce are Additional Insured with respect to General Liability per forms #CG2010, #CG2037, and #CG2001 when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
ATTN: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
As required by written contract. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERCIAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing.** The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	**All locations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

© Insurance Services Office, Inc., 2012

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

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

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

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

© ISO Properties, Inc., 2004

POLICY NUMBER: 563000766-01

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERCIAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing.** The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	**Any Location**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

© ISO Properties, Inc., 2004

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

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

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

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

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

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

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

© ISO Properties, Inc., 2004

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

Meeting Date: 04/15/2024

Re: Title VI Nondiscrimination Assurance for Mayor's Signature

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval for the Mayor to sign the Title VI Nondiscrimination Assurance document and authorize the Engineering Department to have same posted on City's Website as required.

SUMMARY:

Staff is pursuing Local Agency Program (LAP) Certification through the Florida Department of Transportation (FDOT). One of the requirements is that the City provides the Title VI Nondiscrimination Assurance document (attached) to FDOT. Staff will also need to provide FDOT with a link to the document's location on the City's website.

RECOMMENDATION:

Authorize the Mayor's signature on the document and for staff to coordinate inserting the document on the City's website.

ALTERNATIVES:

Do not approve the document for Mayor's signature or placement on City's website.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Jack Andrews
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: N/A
OTHER INFORMATION:

There are no fiscal impacts for this item.

Attachments

Title VI Nondiscrimination Assurance
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Selena Griffett	04/03/2024 11:37 AM
City Manager	Nick Mimms	04/03/2024 04:56 PM

Form Started By: Selena Griffett Started On: 04/03/2024 08:52 AM

Final Approval Date: 04/03/2024

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the _____ "Subrecipient" assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Subrecipient further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Subrecipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Subrecipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this assurance in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Subrecipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Subrecipient.

Dated _____

by _____
Linda Hudson, Mayor

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW TITLE VI NONDISCRIMINATION ASSURANCE FOR MAYOR SIGNATURE

CAO RLS FILE: RLS 24-124

DATE: APRIL 1, 2024

I have reviewed the above Request for Legal Services (RLS). The provided document is approved as to form and correctness.

Please be aware, Staff will be responsible for implementing and continuing compliance with all assurances in the document and inclusion of all required language in any applicable draft contracts.

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: 04/15/2024

REQUESTED ACTION

***Application withdrawn by Applicant"** *CONTINUED FROM MARCH 18, 2024*
Quasi-Judicial Hearing - Review and approval of a conditional use with no new construction application submitted by One Eleven Orange, LLC, in respect of a proposed 'Family Amusement Center' to be located within the full main level in the Second Generation Space at 111 Orange Ave. Parcel ID: 2410-509-0002-000-1.

SUMMARY

The property, 111 Orange Ave, the subject of this conditional use application, is located within the C-4 Zoning District, which permits mixed-use and indoor entertainment. The C-4 Zoning District and The Downtown District do not permit Arcade Amusement Centers and Amusement Arcades.

However, the proposed mixed-use with ancillary food serving facilities should be better described as a 'Family Amusement Center - Indoor Entertainment'. The proposed use would only be permitted to accommodate particular skill-based amusement games or machines. The type of machines allowed within the proposed use will be restricted by Florida State Statute 546.10, which deals with the allowance of 'Family Amusement Centers'. Such use does not include:

1. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.
2. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.
3. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.
4. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.

LOCATION

311 Orange Ave, Parcel ID:2410-509-0002-000-1.

RESPONSIBLE STAFF

Kev Freeman, Planning Director.

RECOMMENDATION

Staff recommend approval of the conditional use and that the following conditions be applied to the approval of this use:

1. Skill-based amusement games or machines are permitted as otherwise restricted by Florida State Statute 546.10 and shall not include;
    1. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.
    2. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.
    3. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.
    4. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.
2. Window tinting, mirrored windows, or other obscuring elements are prohibited on the front elevation of the premises.

ALTERNATIVE RECOMMENDATION

a.Approve the application for conditional use with modification.

or

b.Deny the application for conditional use.

Attachments

Staff Report
Staff Presentation
Application Packet
Property Appraiser Card
Legal Description
Mailout List
State Statute 546-10
Public Notification Certification
Proof of Publication

Form Review

Form Started By: Kev Freeman Started On: 03/01/2024 09:22 AM
Final Approval Date: 03/19/2024

March 6th, 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

FROM: Kev Freeman, Planning Director

RE: Conditional Use - Family Amusement Center - 111 Orange Ave - PID: 2410-509-002-000-1

BOARD DATE: March 18, 2024

STAFF REPORT

Property Owners/Applicants One-Eleven Orange Ave, LLC.

Representative Steve Tarr.

Requested Action: Approval of a Conditional Use for a Family Amusement Center.

Site Locations: 111 Orange Ave #300, Fort Pierce.

Parcel ID: 2410-509-002-000-1

Interior Floor Area: +/- 8,000 sq.ft.

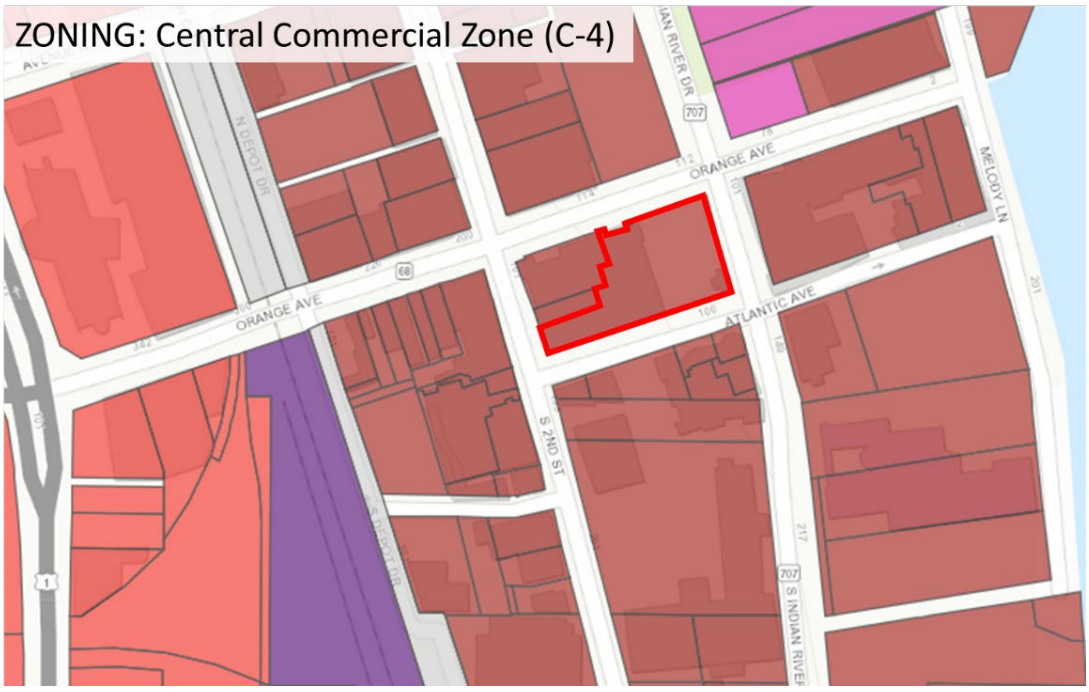
Future Land Use: Central Business District (CBD)

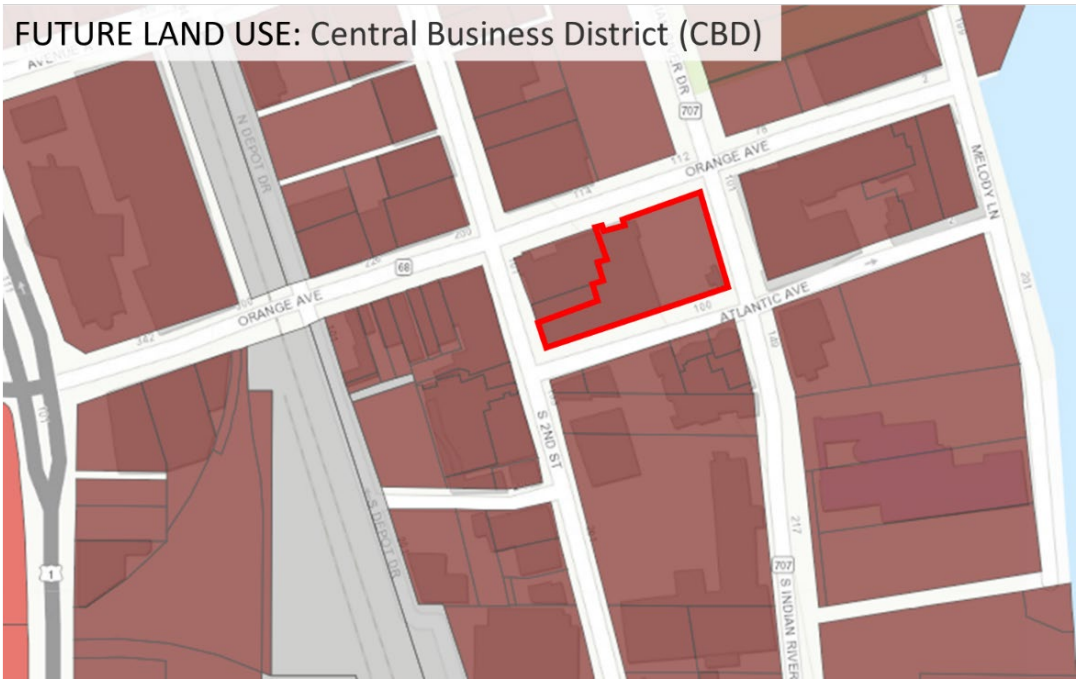
Zoning: Central Commercial Zone (C-4)

Utilities: FPUA

	North	East	South	West
Surrounding FLU:	CBD	CBD	CBD	CBD
Surrounding Zoning:	C-4	C-4	C-4	C-4


LOCATION: One Eleven Orange 111
N Depot Dr
2nd St
Indian River Dr
Orange Ave
Atlantic Ave
S Melody Ln
S Depot Dr
PARCEL ID#: 2410-509-0002-000-1


ZONING: Central Commercial Zone (C-4)
N DEPOT DR
ORANGE AVE
INDIAN RIVER DR
MELODY LN
ATLANTIC AVE
S 2ND ST
S INDIAN RIVER



Staff Analysis

The property subject of this conditional use application is located within the C-4 Zoning District and the Downtown Business and Entertainment Overlay District.

The C-4 Zoning District does not permit Arcade Amusement Centers and Amusement Arcades but does allow indoor entertainment and mixed use. In addition, Section 125-325 of the City Code of Ordinances does not permit amusement arcade or arcade amusement centers within the Downtown Business and Entertainment Overlay District.

Design standards for amusement arcade or arcade amusement centers are outlined in Section 125-325 of the City Code of Ordinances:

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.

Sec. 125-325 of the City's Code of Ordinances defines Amusement Arcades and Arcade Amusement Centers such;

Amusement Arcade means that portion of an interior premises consisting of three or more amusement devices, but no more than 49 amusement devices.

Arcade Amusement Center means that portion of an interior premises consisting of 50 or more 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 limited to, devices commonly known or simulated baseball, simulated football, simulated basketball, simulated hockey, simulated boxing, pinball, shuffleboard, ray guns, bowling games, bumper games, ski-ball, 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.

Amendment to State Statute at 546-10 (extract attached to this item), addresses 'Family Amusement Centers' and restricts the types of games and machines therein, thereby differentiating the use from what are typically seen as Amusement Centers.

Therefore, the proposal, a mixed-use with ancillary eating facilities would be better described as a 'Family Indoor Entertainment' or a 'Family Amusement Center' venue.

If approved, the proposed use would only be permitted to accommodate skill-based amusement games or machines such as; pinball, bowling games, bumper games, ski-ball, electronic video games, etc.

The following are not allowed; mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game.

Planning Board

The City of Fort Pierce Planning Board, at their February 12th, 2024, meeting, voted unanimously to recommend Approval of the conditional use.

Staff Recommendation

Staff recommendation is for the City Commission vote APPROVAL for the conditional use subject to the following (4) conditions.

1. Only skill-based amusement games or machines are permitted as described by Florida State Statute 546.10 and shall not include;

    a. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.
    b. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.
    c. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.
    d. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.

2. Window tinting, mirrored windows, or other obscuring elements are prohibited to be installed on/at any display windows connected to the approved use.

3. Authorization of this conditional use shall be void after one year unless substantial interior renovation/refitting has taken place.

4. A change in tenancy, ownership or management shall not affect the status of this conditional use, which remains otherwise unchanged, nor will such changes be interpreted to permit a departure from the conditions of approval.

Alternative Recommendations

Recommend Approval with modifications.

Or

2. Recommend Denial.

CITY OF FORT PIERCE

CITY COMMISSION

FAMILY AMUSEMENT CENTER

111 ORANGE AVE

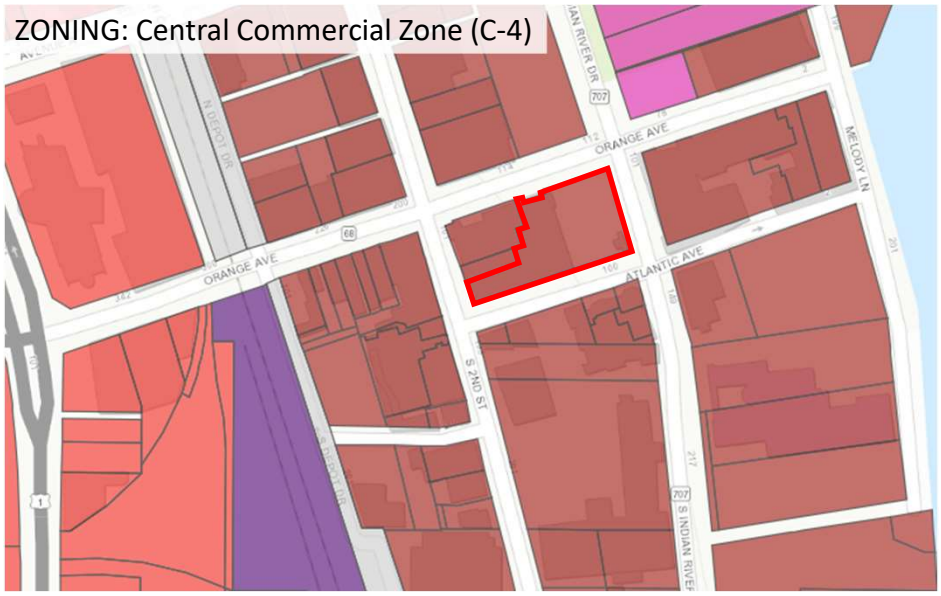
1

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)



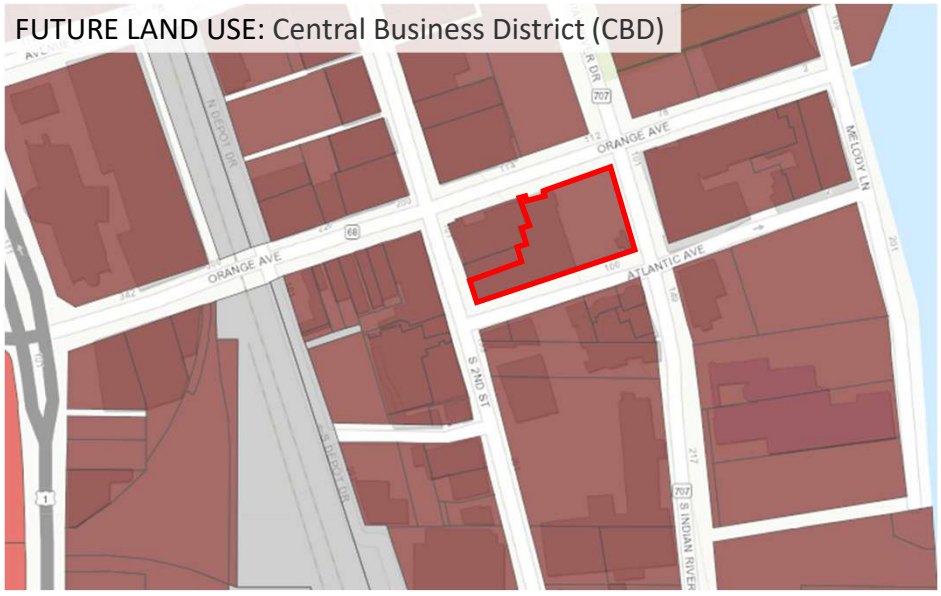
2

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)



3

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)



4

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)

The property subject of this conditional use application is located within the C-4 Zoning District which permits mixed-use and indoor entertainment.

The C-4 Zoning District does not permit Arcade Amusement Centers and Amusement Arcades.

5

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)

The proposal, a mixed-use with ancillary eating facilities would be better described as a ‘Family Indoor Entertainment’ or a ‘Family Amusement Center’ venue.

State Statute supports ‘Family Amusement Centers’ by restricting the types of games and machines therein.

6

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)

If approved, the proposed use would only be permitted to accommodate **skill-based** amusement games or machines such as; pinball, bowling games, bumper games, ski-ball, electronic video games, etc.

The types of amusement games and machines allowed within this use are restricted by Florida State Statute 546.10, which deals with 'Family Amusement Centers'.

The following are not allowed; mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game.

7

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)

Staff Recommend that the City Commission approve this Conditional Use Application with the following (4) conditions:

1. Only skill-based amusement games or machines are permitted as described by Florida State Statute 546.10 and shall not include;
   a. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.
   b. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.
   c. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.
   d. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.
2. Window tinting, mirrored windows, or other obscuring elements are prohibited to be installed on/at any display windows connected to the approved use.

8

CONDITIONAL USE APPLICATION: Family Amusement Center, One Eleven Orange Ave (111 2nd ST)

Conditions –continued…

3. Authorization of this conditional use shall be void after one year unless substantial interior renovation/refitting has taken place.

4. A change in tenancy, ownership or management shall not affect the status of this conditional use, which remains otherwise unchanged, nor will such changes be interpreted to permit a departure from the conditions of approval.

ALTERNATIVE RECOMMENDATION

a. Approve the application for conditional use with modification.

or

b. Deny the application for conditional use.

9

INTENTIONALLY BLANK

10

Sec. 125-325 Amusement Arcades and arcade amusement centers.

Amusement Arcade means that portion of an interior premises consisting of three or more amusement devices, but no more than 49 amusement devices.

Arcade Amusement Center means that portion of an interior premises consisting of 50 or more amusement devices.

11

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…*(continued)*

12

Amusement Device …*(continued)* 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.

13

The provisions of Sec 125-325

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.

14

The provisions of Sec 125-325

(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.

15

The provisions of Sec 125-325

(2) Design standards.

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).

16

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CONDITIONAL USE – NO NEW CONSTRUCTION

Property Information

Property address or Location
111 Orange Ave.

Parcel ID #(s)
2410-509-0002-000-1

Project description
Family Amusement Center on Full Main Level in Second Generation Space

Site Information

Building Size: 35000 Parking Spaces: 24

One Eleven Orange, LLC
Property Owner(s)
111 Orange Ave. #300
Street Address
Fort Pierce FL 34950
City State Zip
561-762-3732
Phone Number
hovenre@gmail.com
Email Address

Steve Tarr
Applicant/Representative, Title, Company
111 Orange Ave. #300
Street Address
Fort Pierce FL 34950
City State Zip
561-762-3732
Phone Number
hovenre@gmail.com
Email Address

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

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

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

Property Identification

Site Address: 111 ORANGE AVE	Parcel ID: 2410-509-0002-000-1	Account #: 23132	Sec/Town/Range: 10/35S/40E
Use Type: 1800	Jurisdiction: Fort Pierce	Map ID: 24/10N	Zoning: Central Co

Ownership

One Eleven Orange LLC
4521 PGA BLVD Ste 201
Palm Beach Gardens, FL 33418

Legal Description

MCMULLEN'S PLAT BLK 1 BEG 56 FT S OF NW COR OF BLK 1, TH E 95 FT, TH N 28 FT, TH E 10 FT, TH S 68 FT, TH W 105 FT, TH N 40 FT TO POB AND LOT 4- LESS W 6 FT OF N 28 FT- AND ALL OF LOTS 5, 6, 7, 8 AND 9 AND E 157.87 FT OF W 282.87 FT OF LOT 1 OF AARON LEE`S MAP OF FORT PIERCE BLK K (0.69 AC - 30,128 SF) (MAP 24/10N) (OR 3735-2813)

Current Values

Just/Market:	$1,124,800	Assessed:	$971,080
Exemptions:	$0	Taxable:	$971,080

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$1,124,800	$971,080	$0	$971,080
2022	$882,800	$882,800	$0	$882,800
2021	$879,700	$847,240	$0	$847,240

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
03-27-2015	3735 / 2813	0002	WD	Eviva Group Florida Inc	$800,000
02-10-2012	3367 / 0340	0205	WD	Spurrier Investments Inc	$1,250,000
06-26-2009	3104 / 0566	0205	WD	Boca Ven Land of Ft Pierce Inc	$1,398,300

Primary Building Information

Finished Area of this building: 31,011 SF
Gross Sketched Area: 40,438 SF

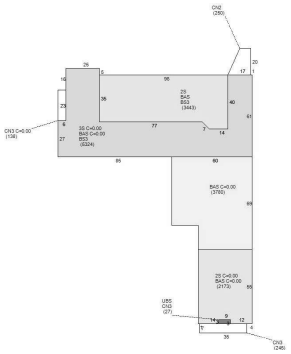
Exterior Data

View:	Roof Cover: Mod Bitimun	Roof Structure: BarJst/Rigid	Building Type: HROF
Year Built: 1919	Frame: Conc Blk	Grade: Y_D	Effective Year: 1939
Primary Wall: CB Stucco	Story Height: 3 Story	No. Units: N/A2	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 100%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 0	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles





Total Areas

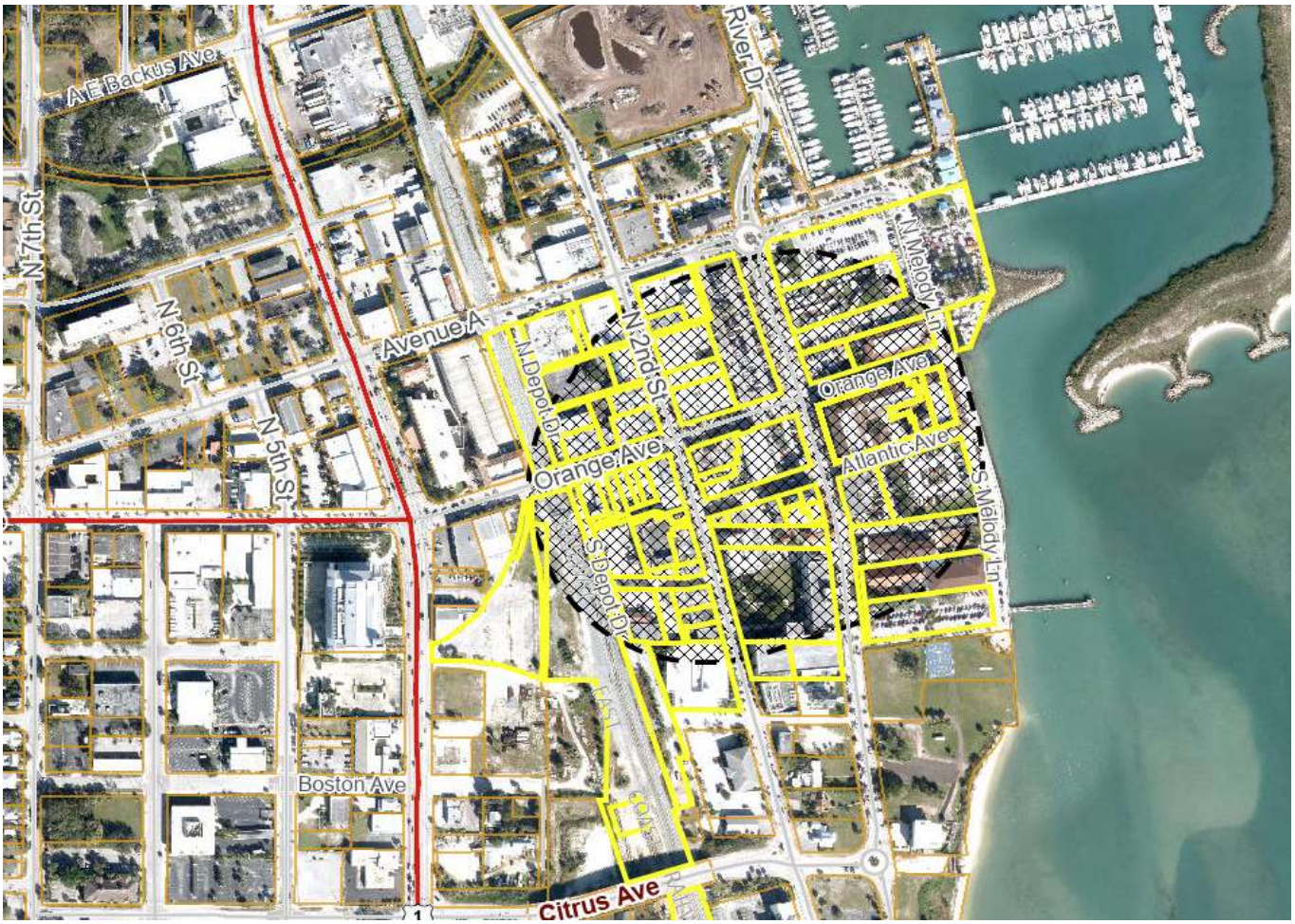
Finished/Under Air (SF):	31,187
Gross Sketched Area (SF):	40,862
Land Size (acres):	0.68
Land Size (SF):	29,836
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	4485	1976
ELEVATOR	1	2000	1976
ELEVATOR	1	1200	1976

Legal Description

MCMULLEN'S PLAT BLK 1 BEG 56 FT S OF NW COR OF BLK 1, TH E 95 FT, TH N 28 FT, TH E 10 FT, TH S 68 FT, TH W 105 FT, TH N 40 FT TO POB AND LOT 4- LESS W 6 FT OF N 28 FT- AND ALL OF LOTS 5, 6, 7, 8 AND 9 AND E 157.87 FT OF W 282.87 FT OF LOT 1 OF AARON LEE`S MAP OF FORT PIERCE BLK K (0.69 AC - 30,128 SF) (MAP 24/10N) (OR 3735-2813)



130 N 2nd Property Owner LLC	105 Siesta WAY	Palm Beach Gardens; FL 33418-1743
211 ORANGE AVE LLC	2201 NW 30th PL; Unit # A	Pompano Beach; FL 33069-1026
AKFP LLC	600 S Orlando AVE; Unit Ste 101	Maitland; FL 32751-5662
Alton K Burton Sr and Miriam L Burton	9501 Anchorage PL	Bethesda; MD 20817-4017
Bradford L Jefferson PA FL Co	130 S Indian River Dr #402	Fort Pierce; FL 34950-4354
Brian H Mallonee Inc	130 S Indian River Dr #302	Fort Pierce; FL 34950
Bruce R Abernethy Jr (TR) (EST)	130 S Indian River Dr #201	Fort Pierce; FL 34950-4353
Buckhorn Holdings LLC	2400 S Ocean DR; Unit Apt 2400D	Fort Pierce; FL 34949-8018
Calvin J Livingston and Nancy V K Livi	20 Orange Ave Apt PH10	Fort Pierce; FL 34950-4341
Charles J Gisler (TR)	20 Orange AVE; Unit Apt 301	Fort Pierce; FL 34950-4339
City of Fort Pierce	100 N US Highway 1	Fort Pierce; FL 34950-4205
Damiko Davis	20 Orange AVE; Unit Apt 408	Fort Pierce; FL 34950-4340
Daniel T Murphy and Paola D Pietrant	20 Orange AVE; Unit Apt 412	Fort Pierce; FL 34950-4341
Darian Richard Costello (TR)	211 Willetts LN	West Islip; NY 11795-4616
Denise M Kendall	20 Orange AVE; Unit Apt 302	Fort Pierce; FL 34950-4339
Donna L Regan (TR) and Thomas J Reg	Northern Trust, 2201 SE Kingswood Terrace	Stuart; FL 34996-3345
Elaine P Grant	109 Wiltshire Rd	Williamsville; NY 14221
Eric R Ascoli (TR) and Rebecca G Asc	20 Orange AVE; Unit Apt 202	Fort Pierce; FL 34950-4339
FEC RR	7150 Philips HWY	Jacksonville; FL 32256-6802
Florence Costello (TR)	20 Orange AVE; Unit Apt 407	Fort Pierce; FL 34950-4340
Frank H Fee III and Levan N Fee	20 Orange Ave Apt 307	Fort Pierce; FL 34950-4339
Fred D Boger and Rebecca L Boger	2354 Renck Ct	Lawrenceburg; IN 47025-7320

Galleria at Downtown Fort Pierce LLC	1239 Alton Rd	Miami Beach; FL 33139
Gary Walston and Wanda Walston	20 Orange AVE; Unit 305	Fort Pierce; FL 34950-4339
GKS Holdings of St Lucie LLC	1816 Wildcat Cove Dr	Fort Pierce; FL 34949
Good Flowers Corp	118 N Naranja Ave	Port St Lucie; FL 34983
Gregory W Grouleff and Pamela A Gro	15641 Oak DR	Kerman; CA 93630-1281
Hope for Families Services LLC	130 Indian River Dr Ste 301	Fort Pierce; FL 34950
Images Two LLC	9972 Kilgore RD	Orlando; FL 32836-5710
Irvin Grant and Elizabeth Grant	155 River Bend Dr	Clarks Hill; SC 29821
James E Hatfield	PO Box 1506	Fort Pierce; FL 34954-1506
Jeffrey A Berg (TR)	4028 Calle Isabella	San Clemente; CA 92672-4508
Jerry Len Brenner and Amy Mills Brenr	20 Orange AVE; Unit Apt 303	Fort Pierce; FL 34950-4339
Jetset Events LLC	4532 W Kennedy BLVD; Unit # 422	Tampa; FL 33609-2042
Joanne C Stein	20 Orange AVE; Unit Apt 312	Fort Pierce; FL 34950-4340
Joanne C Stein and Joanne C Willenba	20 Orange AVE; Unit Apt 312	Fort Pierce; FL 34950-4340
John A Hubby Jr (TR) and Linda R Hubl	20 Orange AVE; Unit Apt 401	Fort Pierce; FL 34950-4340
John Palazzo and Jill Palazzo	4385 Motorway Dr	Waterford; MI 48328
John V L Parry (TR)	PO Box 3307	Fort Pierce; FL 34948-3307
Kara Y Wood	716 S 10th ST	Fort Pierce; FL 34950-8541
KDK Properties LLC	4315 Thousand Pines DR	Fort Pierce; FL 34981-4525
Kevin G Kurtz and Diane S Whitaker	230 Presidential DR; Unit Apt 705	Greenville; DE 19807-3365
Louise Flanzbaum	20 Orange AVE; Unit Apt 403	Fort Pierce; FL 34950-4340
Margarita D Chess	4180 N A1A Unit 401B	Fort Pierce; FL 34949
MARINA VIEW PARTNERS HOLDINGS	7936 Saddlebrook DR	Fort Pierce; FL 34986-3128
Maryse C Morehouse	20 Orange AVE; Unit Ph 1	Fort Pierce; FL 34950-4333
McSan Investments LLC	3052 Linda Vista AVE	Fort Pierce; FL 34982-5508
Michael Williams and Jill M Williams	20 Orange AVE; Unit Apt 410	Fort Pierce; FL 34950-4340
One Eleven Orange LLC	4521 PGA BLVD; Unit Ste 201	Palm Beach Gardens; FL 33418-3997
PACIFIC CREEK LLC	2025 Mimosa AVE	Fort Pierce; FL 34949-3330
Paul B Rugh (LF EST) and Angela T Rug	20 Orange Ave Apt 405	Fort Pierce; FL 34950-4340
PRM Holdings LLC and Bluwater Hold	3627 Eagle Nest Ct	Melbourne; FL 32904
REAL ENTERPRISES LLC	130 S Indian River DR; Unit Ste 202	Fort Pierce; FL 34950-4353
Real Estate Expo Inc	3880 N A1A; Unit Apt 104	Hutchinson Island; FL 34949-8537
Renaissance FC 305 LLC	130 S Indian River DR; Unit Ste 304	Fort Pierce; FL 34950-4354
Renaissance Financial Center Condo	645 Classic CT; Unit Ste 104	Melbourne; FL 32940-8286
Renaissance FP LLC	3301 NE 1st AVE; Unit Apt M513	Miami; FL 33137-4118
Renaissance On The River Condomini	835 20th PL	Vero Beach; FL 32960-5357
RFMD Investments LLC	PO Box 650991	Vero Beach; FL 34965-0991
Richard A Coke Investments LLC	129 N 2nd ST	Fort Pierce; FL 34950-4404
Richard A Coyle and Lori R Coyle	20 Orange AVE; Unit Ph 3	Fort Pierce; FL 34950-4333
Richard E Zarlenga	7 Fair Oaks Dr	Lincoln; RI 02865
Richard M Kujawa and Denise M Kujav	20 Orange AVE; Unit Ph 7	Fort Pierce; FL 34950-4333
Robert F Kolb and Donna S Kolb	20 Orange AVE; Unit Ph 8	Fort Pierce; FL 34950-4333
Roberta A Breene (TR)	20 Orange AVE; Unit Apt 201	Fort Pierce; FL 34950-4339
Roger E Underwood (TR)	20 Orange AVE; Unit Apt 404	Fort Pierce; FL 34950-4340
RPM Fort Pierce LLC	5599 S University DR; Unit Ste 103	Davie; FL 33328-5323
Rufus E Head	12187 SW Jasper Lake WAY	Port St Lucie; FL 34987-7716
Russell J Knowles and Linda M Knowle	3800 Anacostia PL	Fort Pierce; FL 34949-9203
Ruth Faye-Ellen Mancini (LF EST) and	20 Orange AVE; Unit Apt 402	Fort Pierce; FL 34950-4340
Scarlett M DeLaune and Stacey A Spru	20 Orange AVE; Unit Apt 203	Fort Pierce; FL 34950-4339

SNB Enterprises LLC	694 SW Lake Charles CIR	Port Saint Lucie; FL 34986-3429
St Andrews Episcopal Church	210 S Indian River DR	Fort Pierce; FL 34950-4337
St Lucie County	Management and Budget, 2300 Virginia Ave	Fort Pierce; FL 34982-5632
Stuart W Hayward (TR)	20 Orange AVE; Unit Apt 309	Fort Pierce; FL 34950-4339
Sweet`S Jewelers Inc	209 Avenue A	Fort Pierce; FL 34950-4415
TAYHAN LLC	1900 NW Corporate BLVD; Unit Ste 305W	Boca Raton; FL 33431-7340
UNCLE CARLOS GELATO & PATISSERI	694 SW Lake Charles CIR	Port Saint Lucie; FL 34986-3429
WANDERLUST RENTALS LLC	PO Box 402247	Miami Beach; FL 33140-0247
William Krul (LF EST)	20 Orange AVE; Unit Apt 304	Fort Pierce; FL 34950-4339

546.10 Amusement games or machines.—

(1) This section may be cited as the "Family Amusement Games Act."

(2) The Legislature finds that regulation of the operation of skill-based amusement games or machines at specified locations to ensure compliance with the requirements of law is appropriate to prevent expansion of casino-style gambling. Therefore, the Legislature finds that there is a compelling state interest in clarifying the operation and use of amusement games or machines to ensure that provisions regulating these devices are not subject to abuse or interpreted in any manner as creating an exception to the state's general prohibitions against gambling.

(3) As used in this section, the term:

(a) "Amusement game or machine" means a game or machine operated only for the bona fide entertainment of the general public which a person activates by inserting or using currency or a coin, card, coupon, slug, token, or similar device, and, by the application of skill, with no material element of chance inherent in the game or machine, the person playing or operating the game or machine controls the outcome of the game. The term does not include:

1. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.

2. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.

3. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.

4. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.

(b) "Arcade amusement center" means a place of business having at least 50 amusement games or machines on premises which is operated for the entertainment of the general public and tourists as a bona fide amusement facility.

(c) "Card" means a card other than a credit card or debit card:

1. Which is used to activate an amusement game or machine.

2. Which contains a microprocessor chip, magnetic stripe, or other means for storing, retrieving, and transferring information, which may include information regarding coupons or points that are won and that may be redeemed for merchandise.

3. Which is prefunded.

4. For which the prefunded value is reduced by the cost of play.

(d) “Game play” means the process of events beginning with the activation of the amusement game or machine and ending when the results of play are determined without the insertion or the use of any additional currency, coin, card, coupon, slug, token, or similar device to continue play. A free replay is not a separate game played.

(e) “Material element of chance inherent in the game or machine” means that:

1. The possibility of the player succeeding at the game or accomplishing the player’s task is determined by the number or ratio of prior wins or prior losses of players playing the game;

2. An award of value is not based solely on the player achieving the object of the game or on the player’s score;

3. The number of the coupons or points awarded or the value of the prize awarded for successfully playing the game can be controlled by a source other than the player or players playing the game;

4. The ability of the player to succeed at the game is determined by a game feature or design that changes the effect of the player’s actions and that is not discernible or known by the player;

5. The accomplishment of the player’s task requires the exercise of a skill that no player could exercise;

6. A computer-based or mechanical random number generator or other factor that is not discernible, known, or predictable by the player determines the outcome or winner of the game; or

7. The game is designed or adapted with a control device to allow manipulation of the game by the operator in order to prevent a player from winning or to predetermine which player will win.

(f) “Merchandise” means noncash prizes maintained on the premises by the operator of the amusement game or machine, including toys and novelties. The term does not include:

1. A cash equivalent, such as a gift card or certificate;

2. An alcoholic beverage;

3. A tobacco product;

4. A card, coupon, point, slug, token, or similar device that can be used to activate an amusement game or machine;

5. A coupon or a point that has a redemption value greater than the maximum value determined under subsection (7); or

6. Any prize or other item, if the exchange or conversion to cash or a cash equivalent is facilitated or permitted by the owner or operator of the game or machine.

(g) “Redemption value” means the imputed value of a coupon or a point, based on the wholesale cost of merchandise for which the individual may redeem the coupon or point.

(h) “Truck stop” means a dealer registered pursuant to chapter 212, excluding a marina, which:

1. Declares the sale of diesel fuel to be its primary fuel business.

2. Operates at least six functional diesel fuel pumps.

(4) Notwithstanding any other provision of law, an amusement game or machine may be operated as provided in this section.

(5) For purposes of this section:

(a) “Type A” is an amusement game or machine that, upon activation and game play, does not deliver, entitle, or enable a person playing or operating the amusement game or machine to receive cash, billets, tickets, tokens, points, coupons, merchandise, or any other thing of value, including electronic credits to be exchanged for cash, regardless of whether such things are delivered or paid automatically from the machine or manually. However, Type A amusement and machines may entitle or enable a person to replay the game without the insertion or use of any additional currency, coin, card, coupon, slug, token, or similar device, only if:

1. The amusement game or machine can accumulate and react to no more than 15 such replays;

2. The amusement game or machine can be discharged of accumulated replays only by reactivating the game or device for one additional play for each accumulated replay;

3. The amusement game or machine cannot make a permanent record, directly or indirectly, of any free replay;

4. The amusement game or machine does not entitle the player to receive anything of value other than a free replay;

5. An unused free replay may not be exchanged for anything of value, including merchandise or a coupon or a point that may be redeemed for merchandise; and

6. The amusement game or machine does not contain any device that awards a credit and contains a circuit, meter, or switch capable of removing and recording the removal of a credit if the award of a credit is dependent upon chance.

(b) “Type B” is an amusement game or machine that may, upon activation and game play, entitle or enable a person to receive a coupon or a point that may only be redeemed onsite for merchandise; and:

1. The coupon or point has no value other than for redemption onsite for merchandise;

2. The redemption value of the coupon or point that a person receives for a single game played does not exceed the maximum value determined under subsection (7). However, a player may accumulate coupons or points to redeem onsite for a single item of merchandise that has a wholesale cost of not more than 100 times the maximum value determined under subsection (7), or for a prize consisting of more than one item, unit, or part, only if the aggregate wholesale cost

of all items, units, or parts does not exceed 100 times the maximum value determined under subsection (7); and

3. The redemption value of coupons or points that a person receives for playing multiple games simultaneously or competing against others in a multiplayer game does not exceed the maximum value determined under subsection (7).

(c) "Type C" is an amusement game or machine that allows the player to manipulate a claw or similar device within an enclosure that entitles or enables a person to receive merchandise directly from the game or machine, if the wholesale cost of the merchandise does not exceed 10 times the maximum value determined under subsection (7).

(6)(a) A Type B amusement game or machine may only be operated at:

1. A facility as defined in s. 721.05(17) that is under the control of a timeshare plan.

2. A public lodging establishment or public food service establishment licensed pursuant to chapter 509.

3. The following premises, if the owner or operator of the premises has a current license issued by the Department of Business and Professional Regulation pursuant to chapter 509, chapter 561, chapter 562, chapter 563, chapter 564, chapter 565, chapter 567, or chapter 568:

a. An arcade amusement center;

b. A bowling center, as defined in s. 849.141; or

c. A truck stop.

(b) A Type C amusement game or machine may only be operated at:

1. A facility as defined in s. 721.05(17) that is under the control of a timeshare plan;

2. An arcade amusement center;

3. A bowling center, as defined in s. 849.141;

4. The premises of a retailer, as defined in s. 212.02;

5. A public lodging establishment or public food service establishment licensed pursuant to chapter 509;

6. A truck stop; or

7. The premises of a veterans' service organization granted a federal charter under Title 36, U.S.C., or a division, department, post, or chapter of such organization, for which an alcoholic beverage license has been issued.

(7) For purposes of this section, the maximum value is $5.25. Beginning September 30, 2017, and annually thereafter, the Department of Revenue shall calculate the maximum value as adjusted by the rate of inflation for the 12 months preceding September 1, rounded to the nearest 5 cents. In calculating the adjusted maximum value, the department shall multiply the previous maximum value by one plus the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, not seasonally adjusted, or a successor index as

calculated by the United States Department of Labor. Each adjusted maximum value shall take effect on the following January 1, with the initial adjusted maximum value to take effect on January 1, 2018. Beginning October 15, 2017, and annually thereafter, the department shall publish the maximum value, as adjusted, in a brochure accessible from its website relating to sales and use tax on amusement machines. If the release of the August Consumer Price Index for All Urban Consumers occurs after September 15, in any given year, the department shall publish the adjusted maximum value within 30 calendar days after the release date.

(8) Notwithstanding any other provision of law, an action to enjoin the operation of any game or machine pursuant to or for an alleged violation of this section or chapter 849 may be brought only by:

(a) The Attorney General, the state attorney for the circuit in which the game or machine is located, a federally recognized tribal government possessing sovereign powers and rights of self-governance which is a party to a compact with the state, or in the case of an alleged violation of statutes that it is charged with enforcing, the Department of Agriculture and Consumer Services or the Department of Business and Professional Regulation; or

(b) A substantially affected person who is a resident of the county where the place of business operating the game or machine is located, or any substantially affected person who has a business or residence within 5 miles of the place of business operating the game or machine.

(9) In addition to other civil, administrative, and criminal sanctions, a person who violates this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A person convicted of violating this section a second time commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. A person who violates this section after having been twice convicted is deemed a common offender and commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 2015-93; s. 66, ch. 2016-10.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Family Amusement Center - 111 Orange Ave - PID: 2410-509-002-000-1

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 3rd, 2024

NOTICE BY MAIL: February 27th, 2024

NOTICE BY SIGNS: February 27th, 2024, and March 6th, 2024

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: March 6, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/03/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$179.52	
Order No:	9896272	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0066941	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 18, 2024, hold a Public Hearings in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

Application for a Site Plan (Development and Design Review) by property owner, BGDN LLC, and representative, Leslie Olson, Principal of District Planning Group, to construct a 312-unit multi-family luxury apartments development with a Clubhouse, Barbeque and Pool area, Indoor Gym, Tot Lot, and associated site improvements at or near the SE Corner of Graham Road and S. Jenkins Road and approximately 669 feet south of Graham Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2418-333-0004-000-0, 2418-333-0003-000-3, 2418-333-0002-000-6, 2418-333-0001-000-9.

Application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

Application for a Site Plan Development & Design Review submitted by applicant Francarlos Rivera with TEG Developers to construct a 206-unit multi-family rental development at 5315 Edwards Road and 5496 Altman Road, more specifically located at Parcel Control Numbers: 2430-231-0001-000-4 & 2430-234-0001-000-3.

Application for a Conditional Use, by Property Owner One Eleven Orange, LLC, to use the main level of the property as a Family Indoor Amusement Arcade, at 111 Orange Ave, Parcel Control Number: 2410-509-0002-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
March 3 2024
LSAR0066941

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

Meeting Date: 04/15/2024

Re: 24-003 Sunrise CDD

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-003 Establishing the Sunrise Community Development District. SECOND READING

SUMMARY:

Petition to Sunrise Community Development District ("District") was submitted by Sunrise Residential, LLC to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The proposed CDD is generally located north of W. Midway Road and west of Interstate 95, and contains approximately 475.61+/- acres, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

RECOMMENDATION:

Adopt Ordinance 24-003

ALTERNATIVES:

Adopt with modifications or do not adopt.

RESPONSIBLE STAFF:

Sara K. Hedges, City Attorney
Linda W. Cox, City Clerk

COORDINATED WITH:

Planning Department
Attorneys for Sunrise CDD

Fiscal Impact

OTHER INFORMATION:

No known fiscal impact to the City.

Attachments

Presentation
24-003
Exhibit 1 Petition
Exhibit 2 Map
Exhibit 2 Legal Description
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/11/2024 08:40 AM

Form Started By: Linda Cox
Started On: 03/08/2024 10:58 AM
Final Approval Date: 04/02/2024

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

City of Ft. Pierce, FL

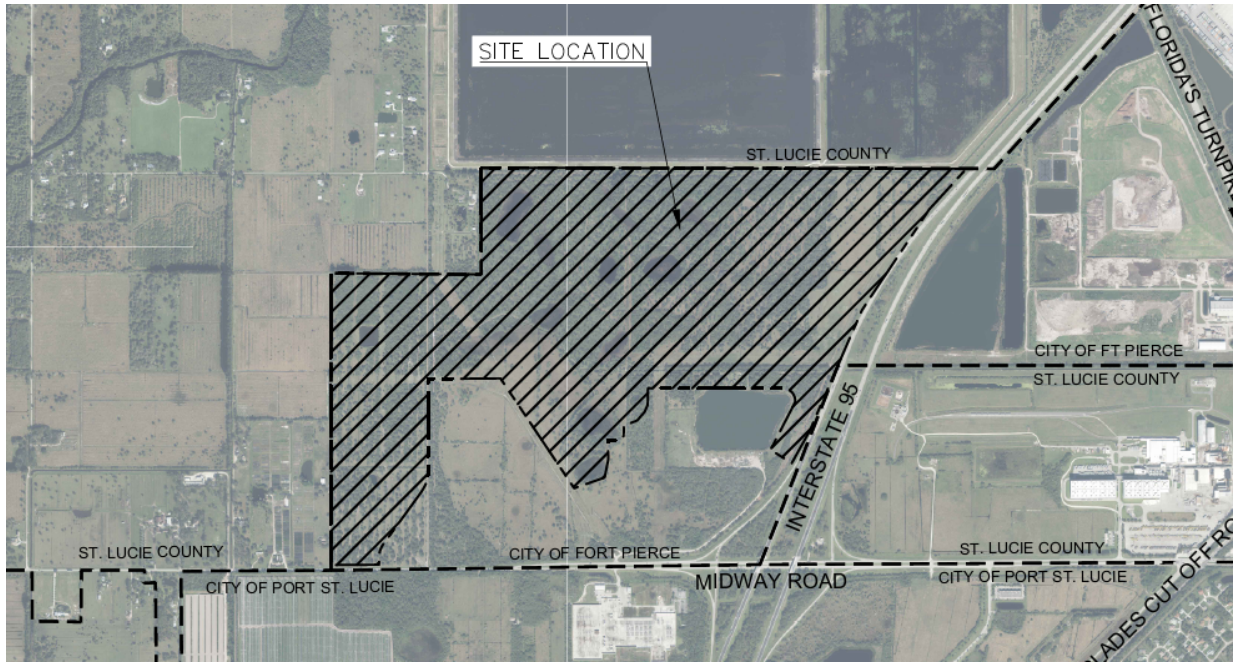


Jere Earlywine | jere.earlywine@kutakrock.com

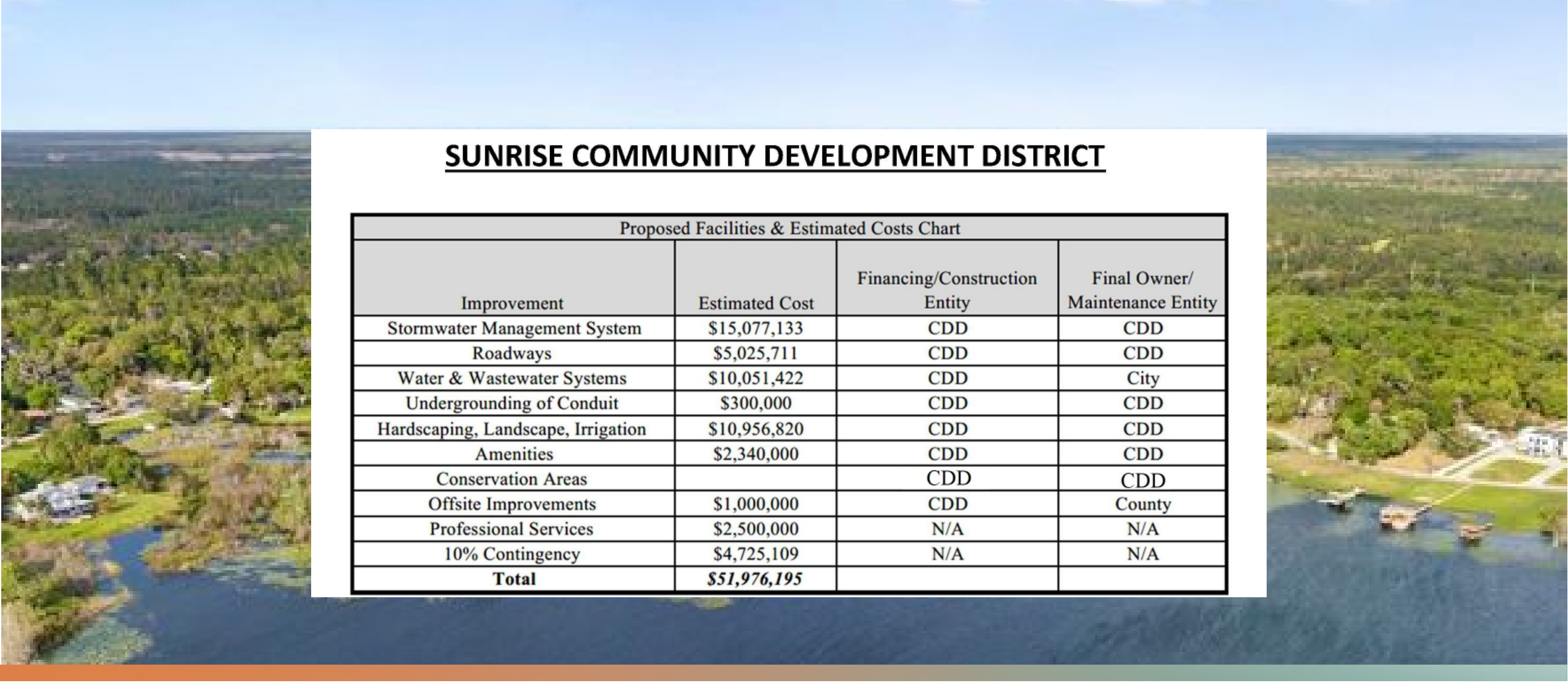
KUTAKROCK

kutakrock.com

- 1,500 homes planned
- North of Midway Road, and West of I-95
- $51M of public improvements
- CDD would finance roads, SWM, utilities, hardscape/landscape, etc.



SUNRISE CDD – BASIC FACTS



SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs Chart			
Improvement	Estimated Cost	Financing/Construction Entity	Final Owner/ Maintenance Entity
Stormwater Management System	$15,077,133	CDD	CDD
Roadways	$5,025,711	CDD	CDD
Water & Wastewater Systems	$10,051,422	CDD	City
Undergrounding of Conduit	$300,000	CDD	CDD
Hardscaping, Landscape, Irrigation	$10,956,820	CDD	CDD
Amenities	$2,340,000	CDD	CDD
Conservation Areas		CDD	CDD
Offsite Improvements	$1,000,000	CDD	County
Professional Services	$2,500,000	N/A	N/A
10% Contingency	$4,725,109	N/A	N/A
Total	***$51,976,195***		

Estimated Capital Improvement Costs



Over 2/3 of Florida's 17 communities in the U.S. Top 50 are CDDs

1. The Villages
2. Lakewood Ranch
5. Babcock Ranch
10. Vierra
12. Epperson
18. Ave Maria
21. Westlake
34. Tradition
37. Lake Nona
41. Nocatee
43. On Top of the World
44. Mirada
48. Southshore Bay



RANK	MPC	CITY, STATE	DEVELOPER	SALES 2022	SALES 2021	%Δ
1	The Villages	The Villages, Florida	The Villages	3,923	4,004	-2%
2	Lakewood Ranch	Sarasota, Florida	Schroeder-Manatee Ranch, Inc.	1,846	2,574	-28%
3	Silverleaf	St. Augustine, Florida	Hutson Companies	1,034	929	11%
4	Cane Bay Plantation	Charleston, South Carolina	Greenling Brothers	959	1,147	-16%
5	Babcock Ranch	Punta Gorda, Florida	Kitson and Partners	934	714	31%
6	Silverado*	Aubrey, Texas	D.R. Horton	820	411	100%
7	Mission Ridge	El Paso, Texas	Hunt Communities	805	811	-1%
8	Sunterra	Katy, Texas	Land Tejas/Starwood Land	795		
9	Summerlin	Las Vegas, Nevada	Howard Hughes Corporation	782	1,619	-52%
10t	Viera	Melbourne, Florida	The Viera Company	722	732	-1%
10t	Wellen Park (formerly West Villages)	Venice, Florida	Wellen Park LLLP	722	951	-24%
12	Epperson	Wesley Chapel, Florida	Metro Development Group	719	690	4%
13	Marvida	Cypress, Texas	Land Tejas/Starwood Land	635		
14	Ontario Ranch*	Ontario, California	Multiple Developers*	626	1,070	-41%
15	Latitude Margaritaville - Watersound	Panama City Beach, Florida	Minto Communities	605	430	41%
16	Latitude Margaritaville - Daytona Beach	Daytona Beach, Florida	Minto Communities	600	707	-15%
17	Valencia	Valencia, California	FivePoint Communities	594	347	71%
18	Ave Maria	Ave Maria, Florida	Barron Collier Companies	586	646	-9%
19	Cadence	Henderson, Nevada	The LandWell Company	571	864	-34%
20	Bridgeland	Cypress, Texas	Howard Hughes Corporation	567	713	-20%
21	Westlake	West Palm Beach, Florida	Minto Communities	551	608	-9%
22	Inspirada	Las Vegas, Nevada	Inspirada Builders LLC	517	761	-32%
23	Tavola	New Caney, Texas	Friendswood Development Co.	508	435	17%
24	Valley Ranch*	San Antonio, Texas	D.R. Horton	505	498	1%

*Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

submitted by developers throughout the month of January.

KUTAKROCK

What's a CDD?

Special purpose unit of government established under Ch. 190, F.S.

CDD is a FINANCING & MAINTENANCE entity that:

- Issues tax-exempt bonds
- Constructs/acquires roads, utilities, stormwater & other improvements
- Levies special assessments to repay the bonds

Once infrastructure is constructed, CDD operates like an HOA

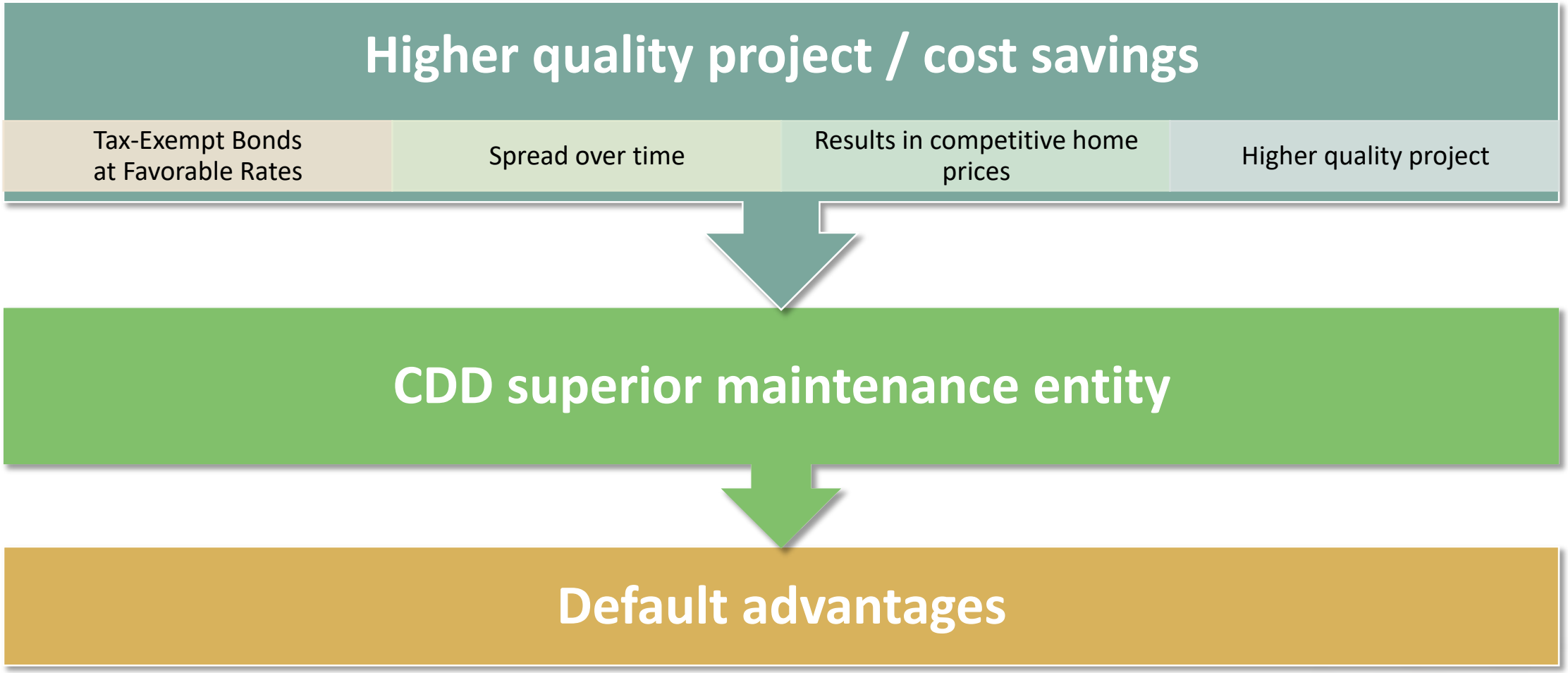
Appx. 900 in Florida, and have been in existence for over 30+ years

What Can a CDD Do?

Per s. 190.012(1), F.S., a CDD can construct/ acquire the following:

- Storm water management infrastructure
- Water and wastewater infrastructure
- Bridges and culverts
- Roadways and street lighting
- Hardscaping, landscaping, irrigation
- Environmental remediation
- Conservation areas, mitigation areas, and wildlife habitats
- Any other project set forth in a development order or interlocal
- if set forth in ordinance . .
  - recreation facilities,
  - gates/guardhouses, etc.

CDD Key Advantages

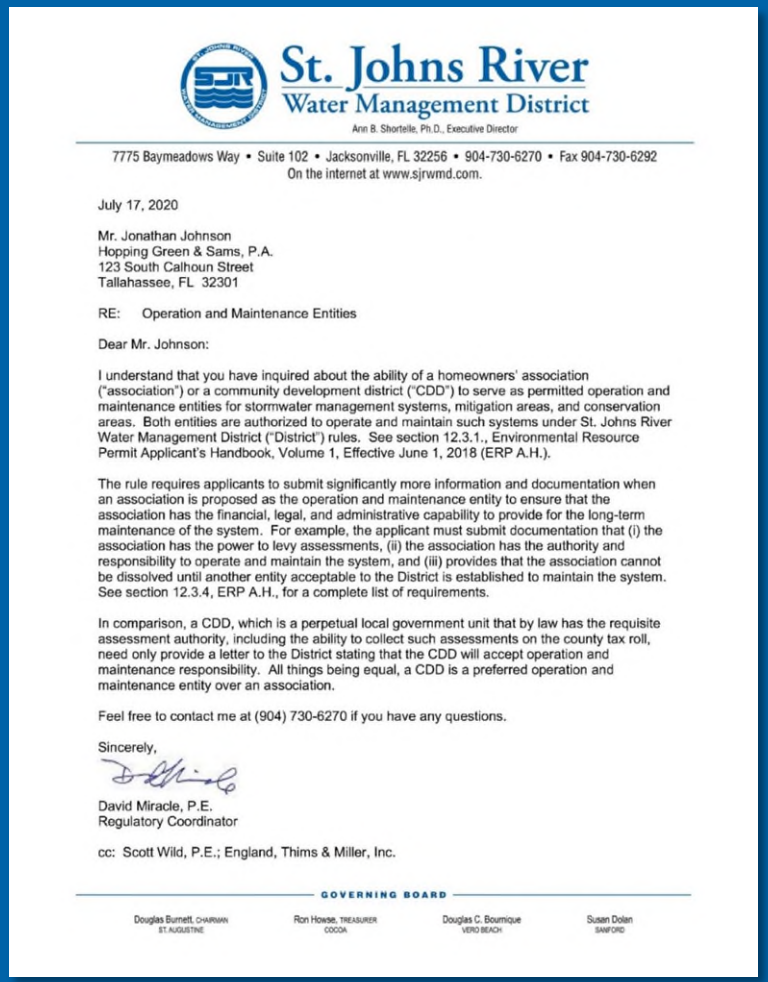


KUTAKROCK

CDD v. HOA

ADVANTAGE	CDD	Developer / HOA
INFRASTRUCTURE COSTS	YES – Infrastructure Costs Less Now	NO - Infrastructure Costs More
FUTURE COST SAVINGS	YES – Infra. Costs Less to Refurbish	NO - Infrastructure Costs More
DEFAULT PROTECTION	YES – Money in Bank Trust Estate	NO
TAX ROLL COLLECTION	YES – CDD can collect on the tax roll	NO
SOVEREIGN IMMUNITY	YES – Protected from frivolous suits	NO
TURNOVER TO RESIDENTS	Relatively Faster Turnover (Elections Every 2 Years; Q. Elec. Yr 6)	90%+ Build-Out
FEMA FUNDING	Typically YES	Typically NO
ACCOUNTABILITY	MORE Accountable	LESS Accountable
LONG-TERM VALUE	Greater Ability to Maintain Value	LESS Ability

Water Management Districts



St. Johns River
Water Management District

Ann B. Shortelle, Ph.D., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • Fax 904-730-6292
On the internet at www.sjrwmd.com.

July 17, 2020

Mr. Jonathan Johnson
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, FL 32301

RE: Operation and Maintenance Entities

Dear Mr. Johnson:

I understand that you have inquired about the ability of a homeowners' association ("association") or a community development district ("CDD") to serve as permitted operation and maintenance entities for stormwater management systems, mitigation areas, and conservation areas. Both entities are authorized to operate and maintain such systems under St. Johns River Water Management District ("District") rules. See section 12.3.1., Environmental Resource Permit Applicant's Handbook, Volume 1, Effective June 1, 2018 (ERP A.H.).

The rule requires applicants to submit significantly more information and documentation when an association is proposed as the operation and maintenance entity to ensure that the association has the financial, legal, and administrative capability to provide for the long-term maintenance of the system. For example, the applicant must submit documentation that (i) the association has the power to levy assessments, (ii) the association has the authority and responsibility to operate and maintain the system, and (iii) provides that the association cannot be dissolved until another entity acceptable to the District is established to maintain the system. See section 12.3.4, ERP A.H., for a complete list of requirements.

In comparison, a CDD, which is a perpetual local government unit that by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll, need only provide a letter to the District stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is a preferred operation and maintenance entity over an association.

Feel free to contact me at (904) 730-6270 if you have any questions.

Sincerely,

David Miracle, P.E.
Regulatory Coordinator

cc: Scott Wild, P.E.; England, Thims & Miller, Inc.

GOVERNING BOARD

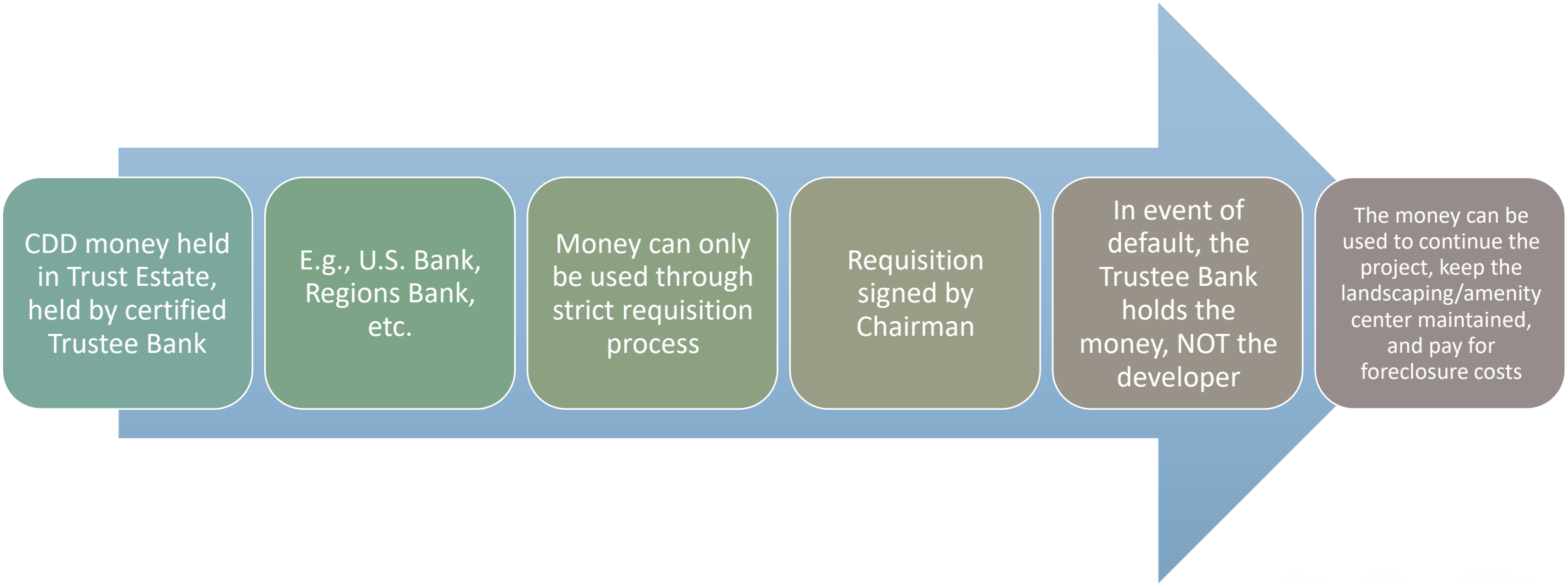
Douglas Burnett, CHAIRMAN, ST. AUGUSTINE | Ron Howse, TREASURER, COCOA | Douglas C. Bournique, VERO BEACH | Susan Dolan, SANFORD

Water Management Districts recognize the value of CDDs for purposes of managing stormwater and conservation areas.

"All things being equal, a CDD is a preferred operation and maintenance entity over an association."

KUTAKROCK

Key Advantages – Default Protection



City retains all powers; CDD limitations

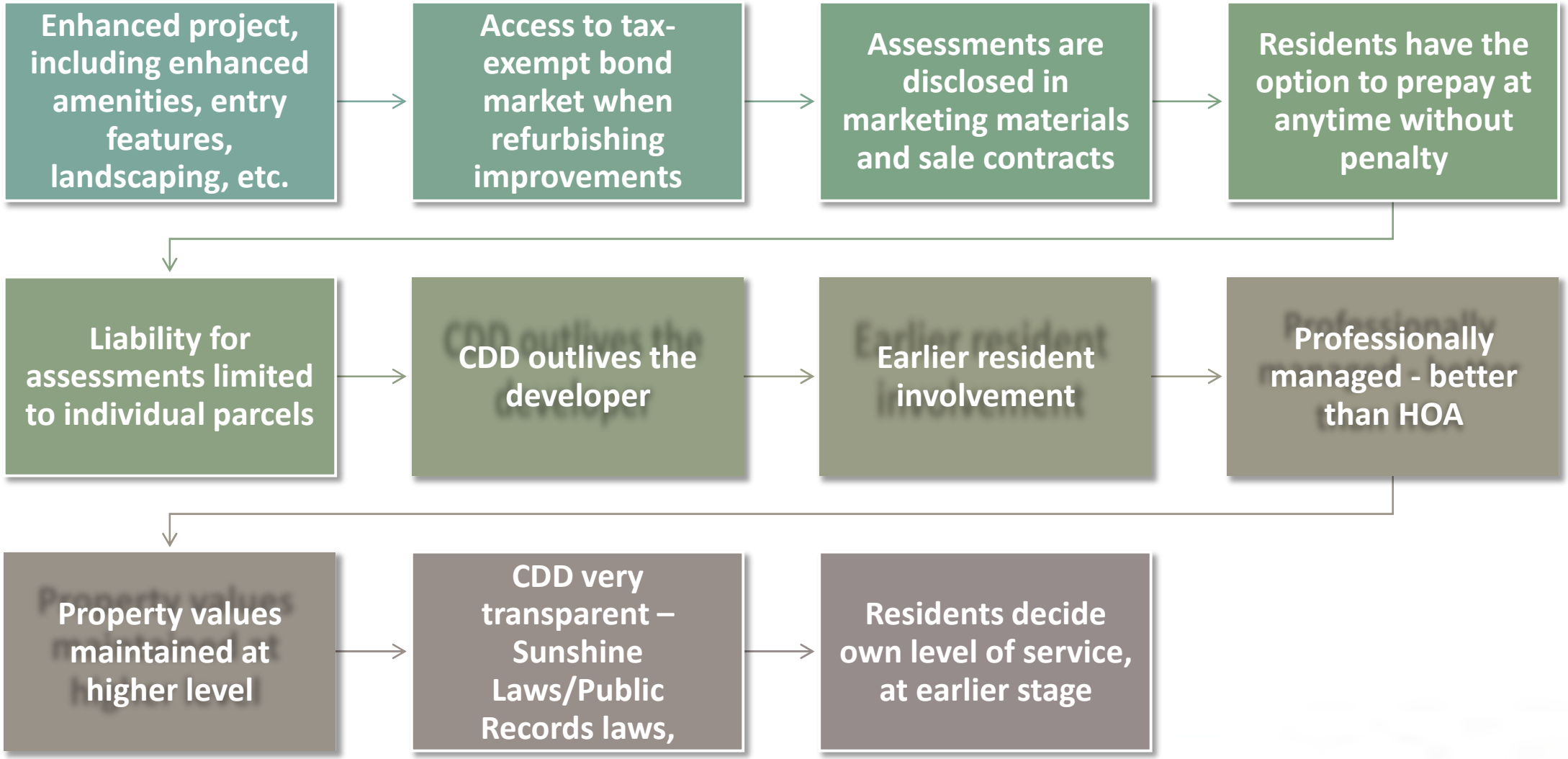
- CDD has limited authority
- City keeps all of its powers, including but not limited to zoning, permitting, etc.
- CDD has to comply with applicable laws, including City ordinances

- No debt of the CDD can be a debt of the City – section 190.016, F.S.:
  - "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."
- No administrative costs to City
- CDD assessments do not impact City millage caps
- CDD debt is NOT disclosed on City's financial statements (unlike TIF)

Benefits to the City

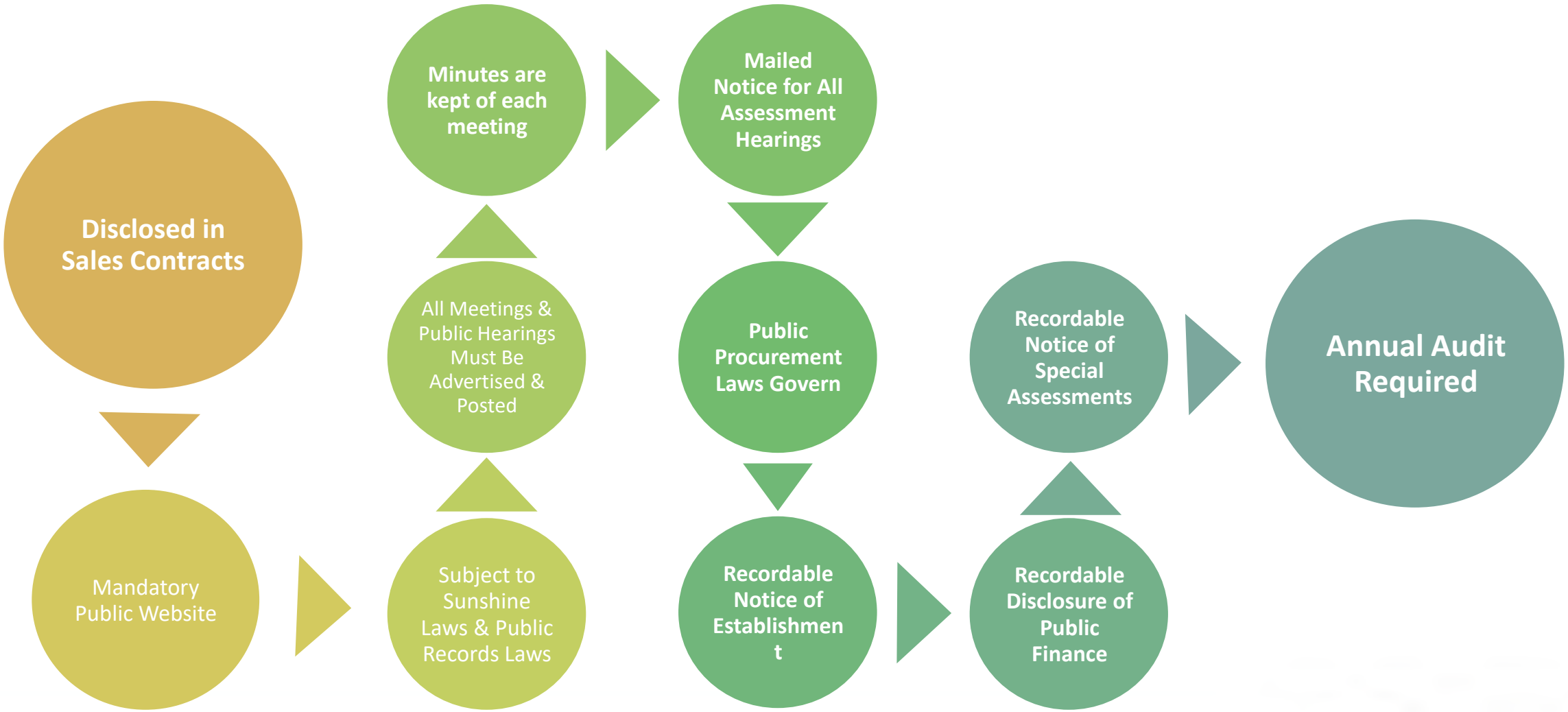
- Stable financing source for new public projects
- Allows new off-site public infrastructure to be built without the use of City/County funds or bonding capacity
- No financial burden on residents outside of the CDD
- Assures project is funded as bond proceeds are provided up front and deposited into a trust account
- Increased tax base for the City/County
- More stable maintenance entity
- Ensures that growth pays for itself

Benefits to the Residents



KUTAKROCK

CDD Transparency



KUTAKROCK

Establishment Criteria

1. Petition statements are true and correct.
2. CDD Establishment is consistent with comprehensive plan.
3. CDD is developable as one functional interrelated community, based on size, compactness and contiguity.
4. CDD facilities will be compatible with existing community services and facilities.
5. CDD is amenable to separate special district government.
6. CDD is the best alternative for delivery community development services and facilities.

Thank You!

Questions?

Jere Earlywine| jere.earlywine@kutakrock.com

KUTAKROCK

kutakrock.com

ORDINANCE NO. 24-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT** PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition to Sunrise Community Development District ("District") was submitted by Sunrise Residential, LLC to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, attached hereto as Exhibit 1; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in Exhibit 1, thereby providing a solution to the City's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the City and its taxpayers; and

WHEREAS, the City finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or Comprehensive Plan of the City; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the creation of the District is the best alternative for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the City has held a public hearing on the Petition in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes; and

WHEREAS, the City has considered the record of the public hearing and the factors set forth in Section 190.005(2)(c).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

SECTION 2. The "Sunrise Community Development District" ("District") is hereby established for the area of land and with the external boundaries as described in Exhibit 2, attached hereto, said boundaries encompassing approximately 475.61 acres of land, pursuant to Section 190.005(2), Florida Statutes.

SECTION 3. The District is granted all general powers authorized pursuant to Section 190.011, Florida Statutes, and the special powers authorized pursuant to Section 190.012(1), Florida Statutes, Section 190.012(3), Florida Statutes, and Sections 190.012(2)(a) and (d), Florida Statutes.

SECTION 4. The five persons designated to serve as initial members of the District's Board of Supervisors are: Brent Howells, Rosa Romero, James Hall, Wesley Mills, and Jason Short.

SECTION 5. Non ad valorem special assessments, as defined in Chapter 190, Florida Statutes, shall only be levied by the District on those lands included within the District boundary and in accordance with Chapter 190, Florida Statutes.

SECTION 6. The District shall provide public notice of all meetings pursuant to law.

SECTION 7. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or maintenance responsibility for the road rights of way, stormwater management and drainage systems, street lighting or other improvements that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity other than the City as authorized by law.

SECTION 8. 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 but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 9. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 10. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
& CORRECTNESS:

_____
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. 24-003 was duly advertised in the St. Lucie News Tribune on March 8, 2024, March 15, 2024, March 22, 2024 and March 29, 2024; copy of said Ordinance and the Petition Exhibit 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 April 1, 2024; and was duly introduced, read by title only, and passed on second and final reading April 15, 2024 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 15th day of April, 2024.

_____
Linda Hudson
Mayor Commissioner

_____
Linda W. Cox
City Clerk

(CITY SEAL)

Exhibit 1

Petition to Establish Sunrise Community Development District

Exhibit 2

Legal Description and Map of Sunrise Community Development District

PETITION TO ESTABLISH SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere L. Earlywine, Esquire
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 W. College Avenue
Tallahassee, Florida 32301

BEFORE THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Sunrise Residential, LLC. ("Petitioner"), hereby petitions the City Commission of the City of Fort Pierce, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Fort Pierce, Florida, and covers approximately 475.61 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of Okeechobee Road, west of I-95, north of W. Midway Rd Street. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**. Certain lands located within the proposed boundaries of the District are currently owned by the North St. Lucie River Water Control District ("NSLRWCD"). NSLRWCD, as a governmental entity, is not a "Landowner" pursuant to Sections 190.003(14), Florida Statutes, for purposes of this Petition and therefore consent is not required.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are Brent Howells, Rosa Romero, James Hall, Wesley Mills, Jason Short. All of the listed person are citizens of the United States and residents of the State of Florida.

5. Name. The proposed name of the District is the Sunrise Community Development District.

6. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in four (4) phases over an estimated four (4) year period from 2024 – 2028. Actual construction timetables and expenditures will likely vary, due in part to the

effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Fort Pierce Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere L. Earlywine, Esquire
Florida Bar No.155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 W. College Avenue
Tallahassee, Florida 32301

11. This petition to establish the Sunrise Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Fort Pierce Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in City of Fort Pierce from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Fort Pierce, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

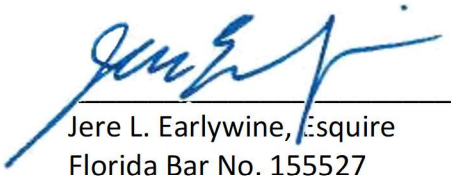
c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

[CONTINUED ON THE FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 8th day of January, 2024.

KUTAK ROCK LLP



Jere L. Earlywine, Esquire
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
(850) 528-6152 (telephone)
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

Attorneys for Petitioner

EXHIBIT 1

N

LOCATION MAP:

1" = 1000'

N

VICINITY MAP:

1" = 800'

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: LOCATION MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO.

EX-1

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:42 PM

EXHIBIT 2

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

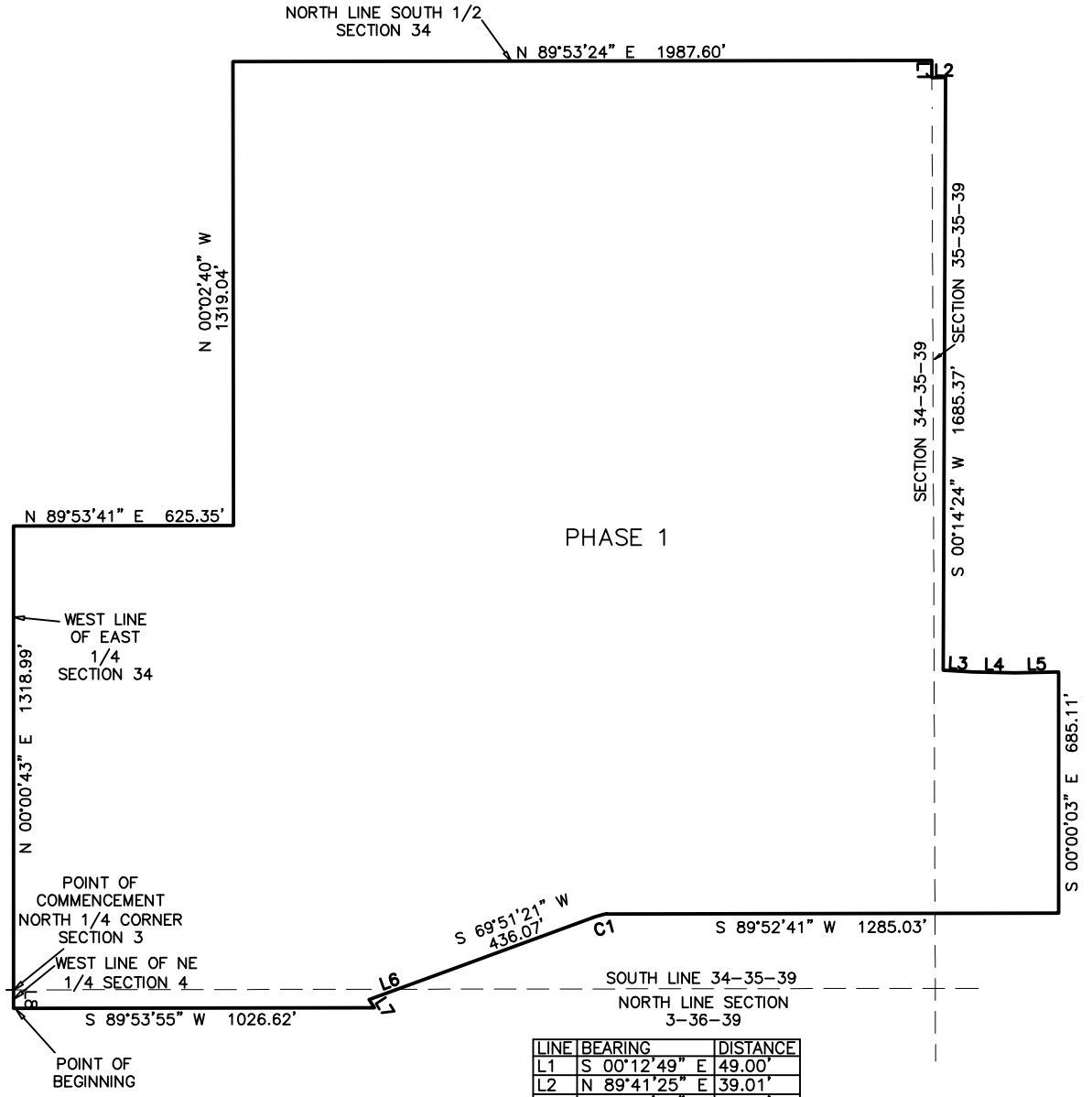
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

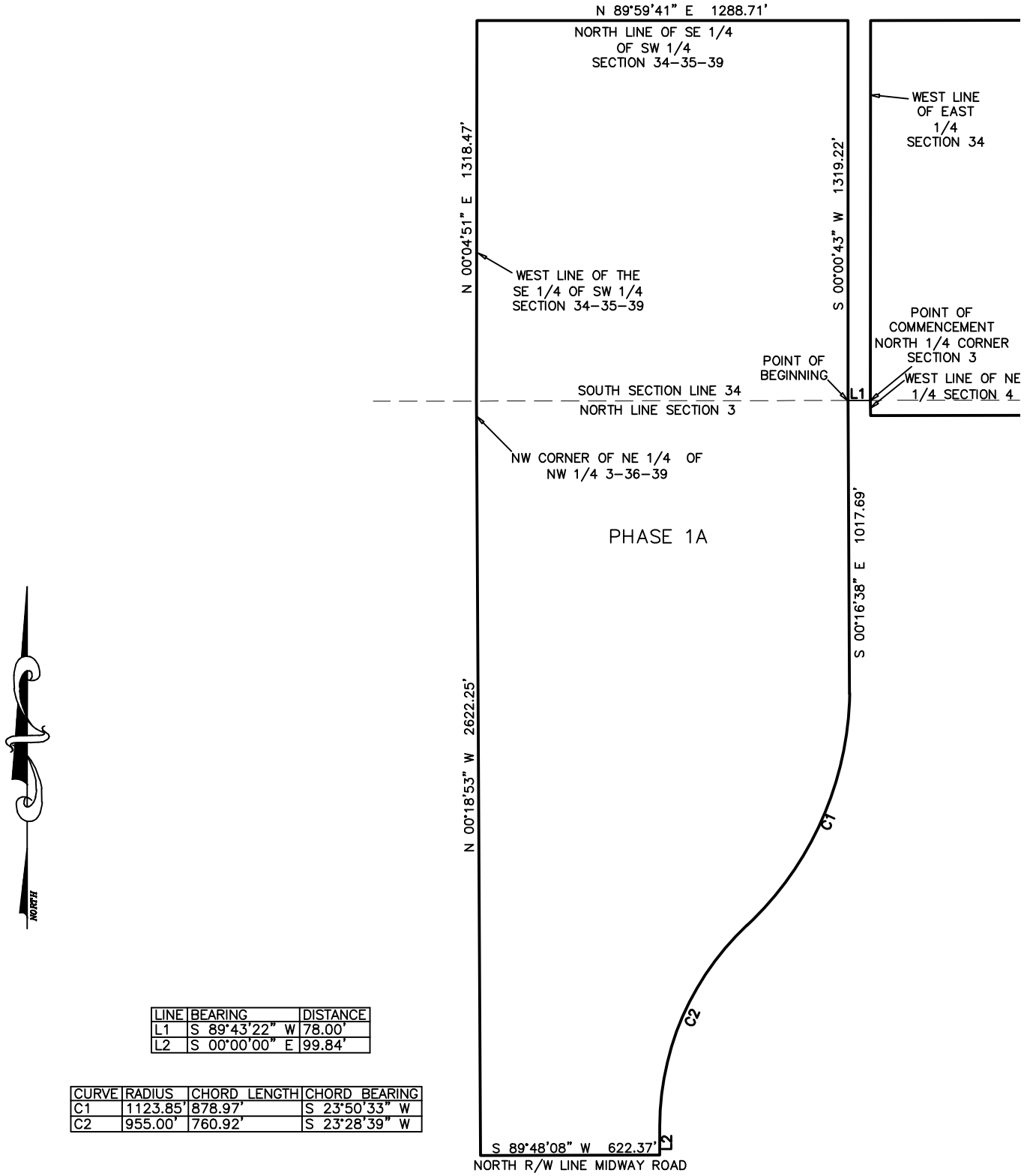
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

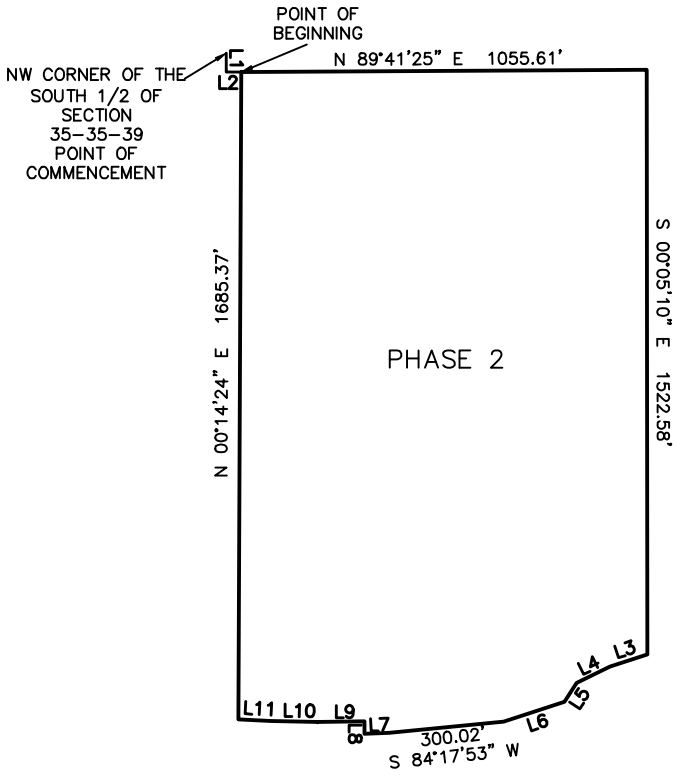
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

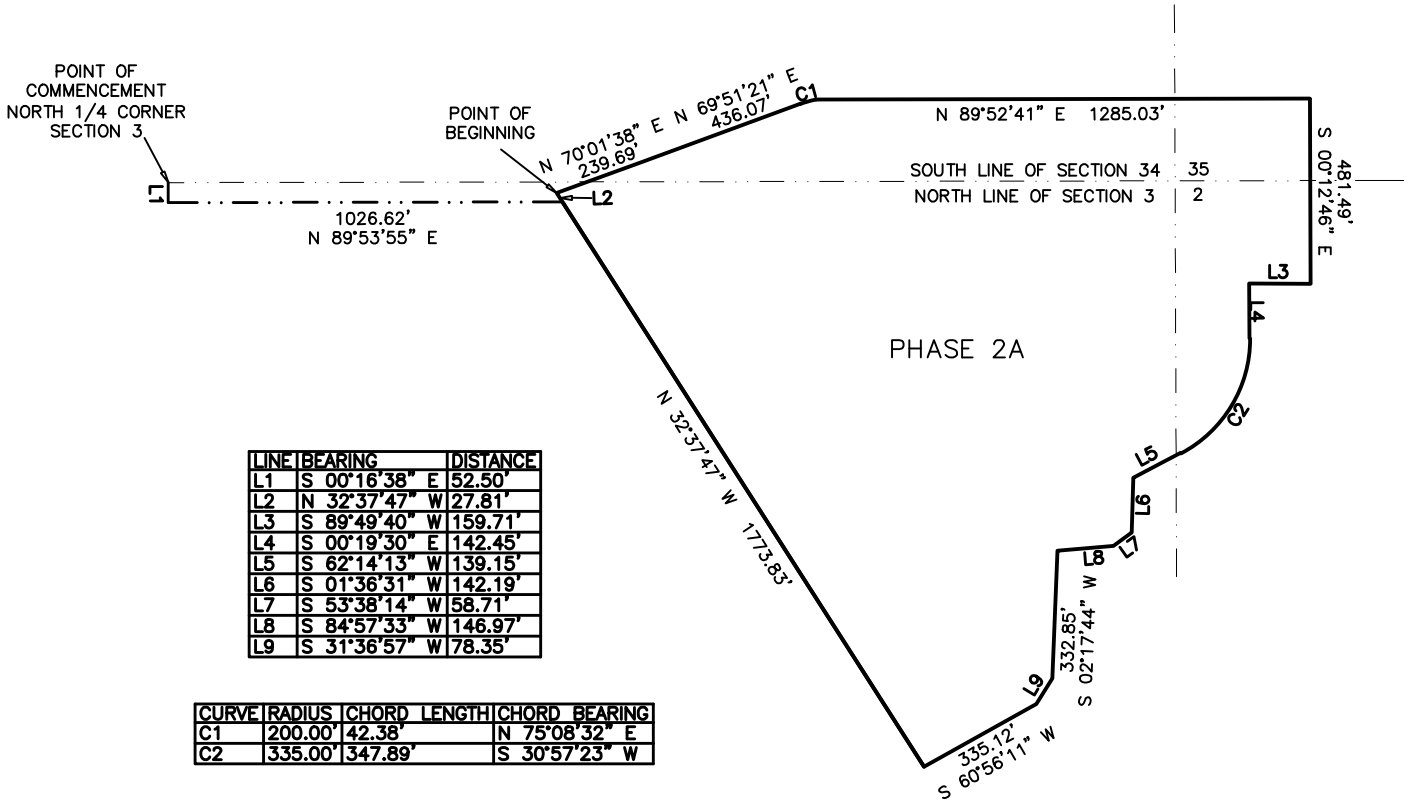
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

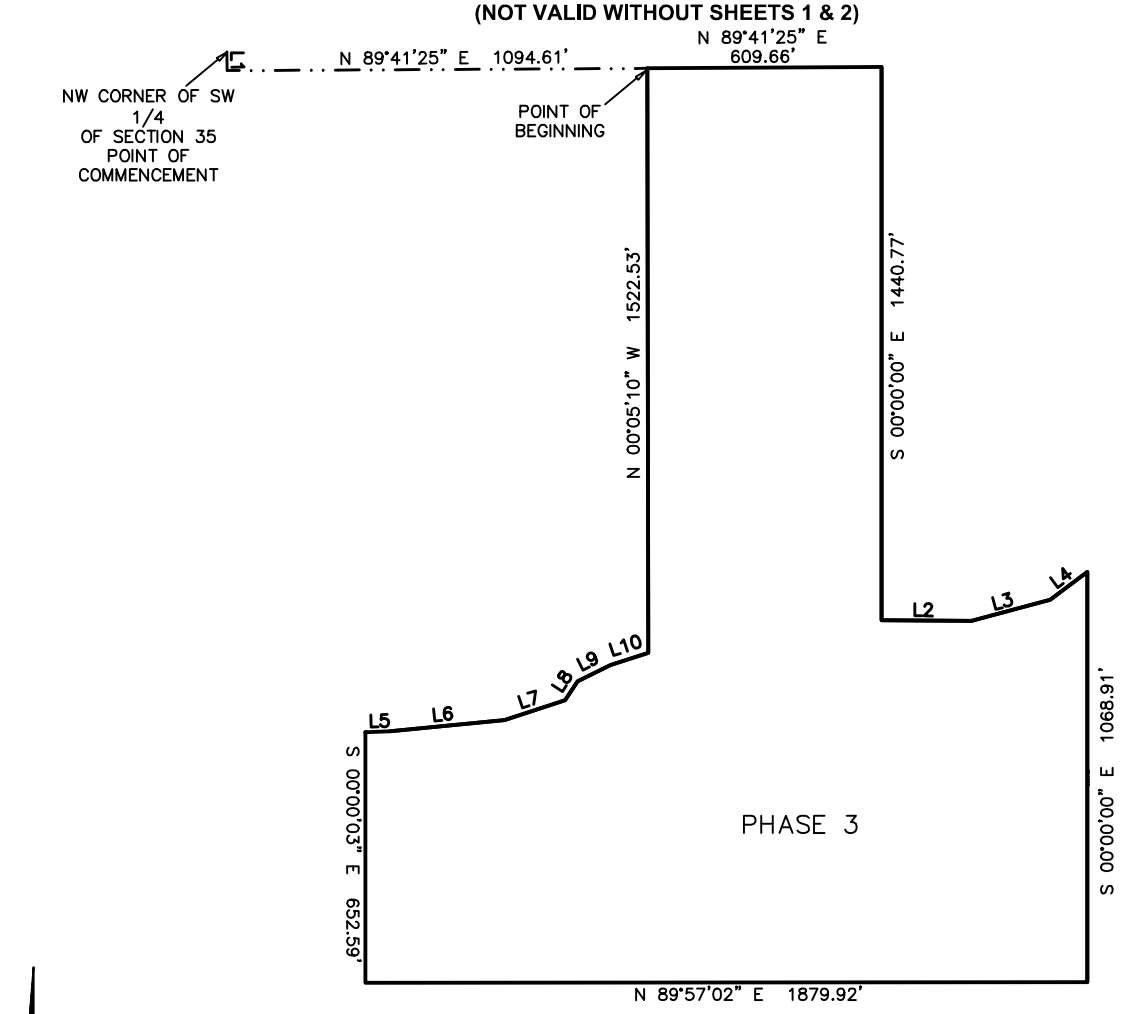
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

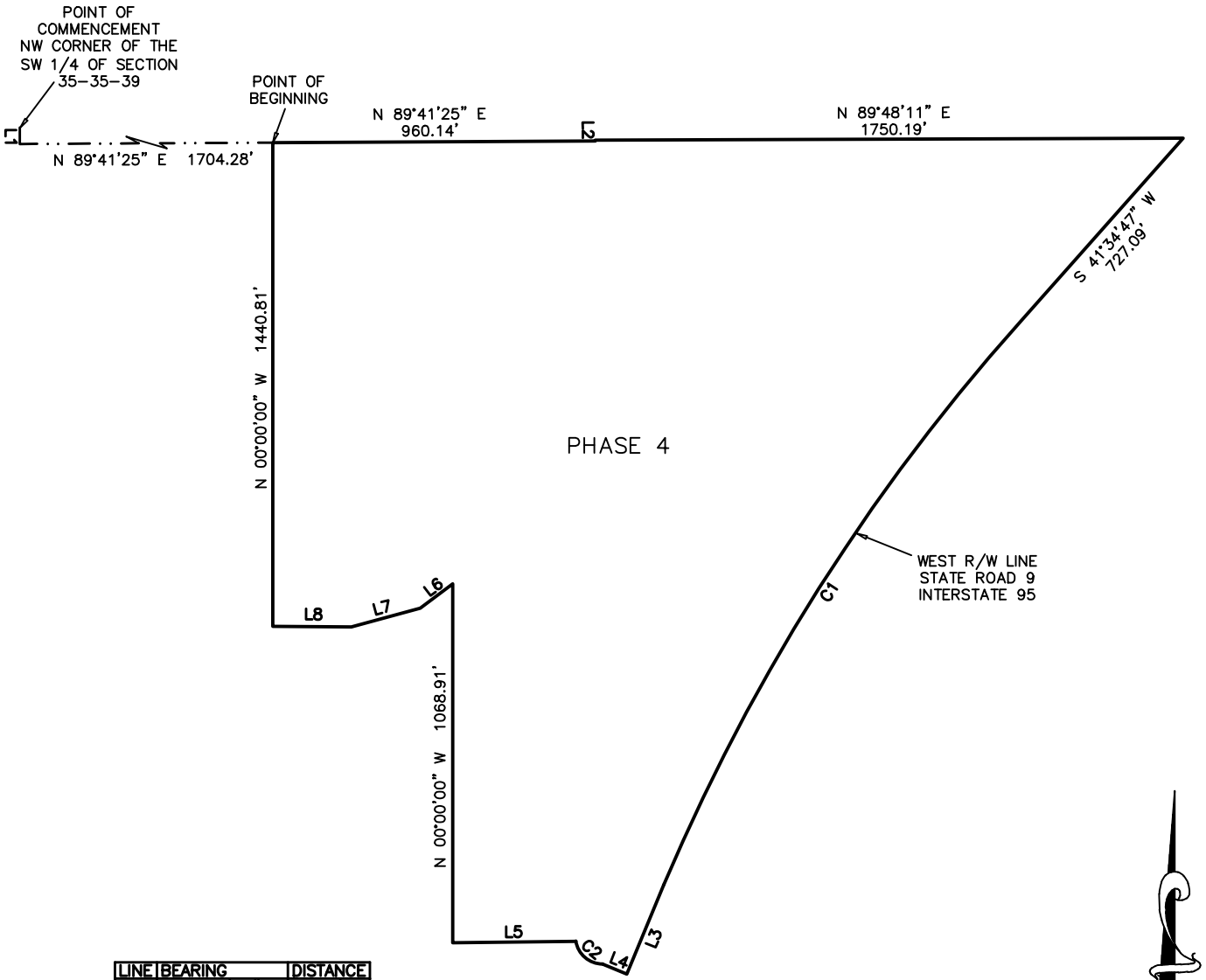
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

EXHIBIT 3

This instrument was prepared by and
upon recording should be returned to:

KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301

Consent and Authorization of Landowner
to the Establishment of a Community Development District
[*Proposed Sunrise Community Development District*]

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledges that the petitioner has the right by contract for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Sunrise Community Development District*]

Executed this 11th day of October, 2023.

Witnessed:

LANDOWNER

WALTON ACQUISITIONS FL, LLC, a Florida limited liability company, on behalf of itself in its capacity as a UDI Owner of the UDI Property and on behalf of all the other UDI Owners in its capacity as Agent with respects to the interests of the UDI Owners.

By: Walton International Group, Inc., a Nevada corporation
Its: Manager

Stephanie Sandle
Print Name: Stephanie Sandle

BY: Dustin Potter
ITS: Authorized Signatory

Michelle Razcon
Print Name: Michelle Razcon

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of October, 2023, by Dustin Potter, as Authorized Signatory of the Manager, who appeared before me this day in person.

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

Julie Gillett
NOTARY PUBLIC, STATE OF ARIZONA

Name: Julie Gillett
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

Exhibit A:
Legal Description

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

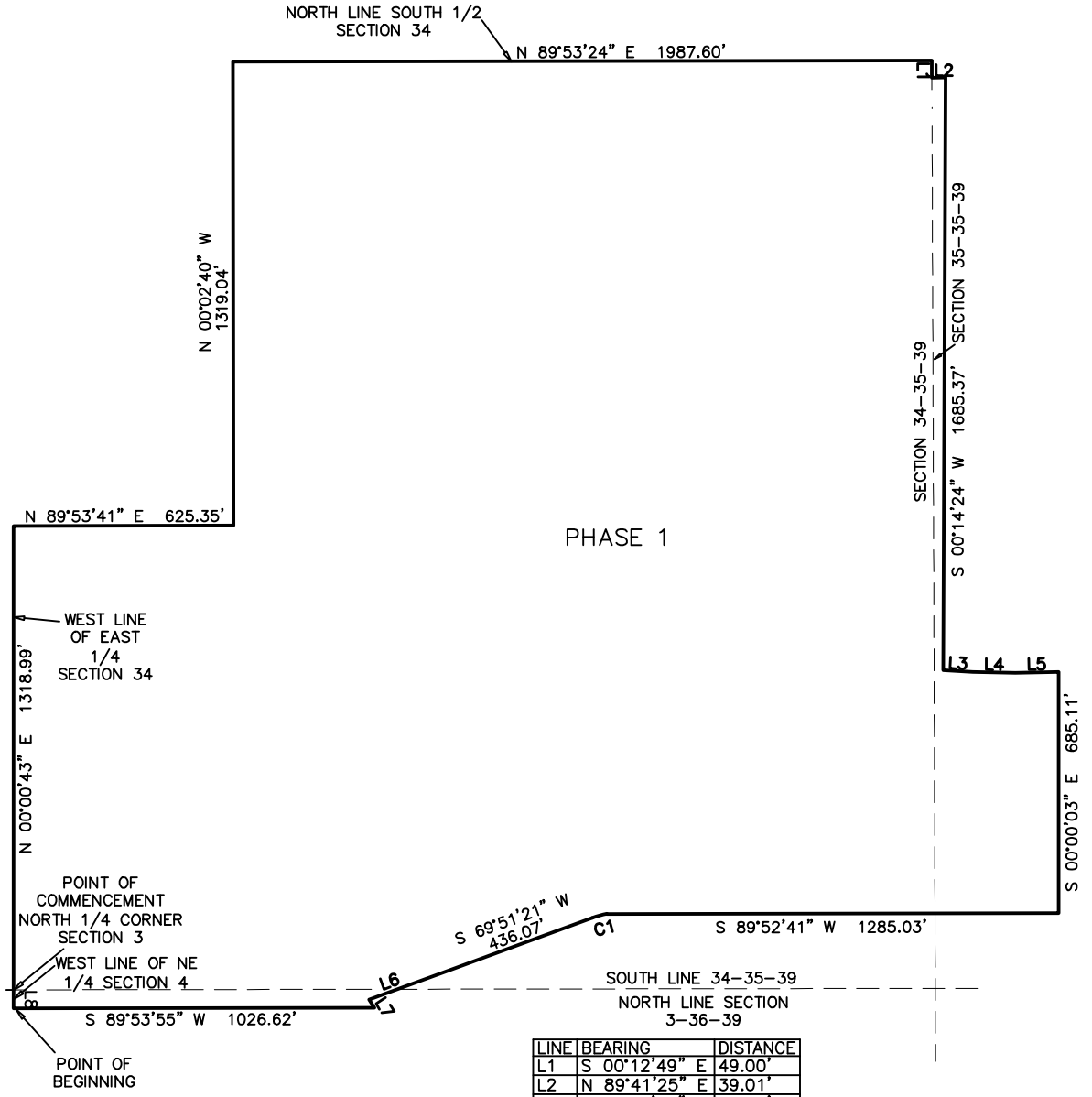
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

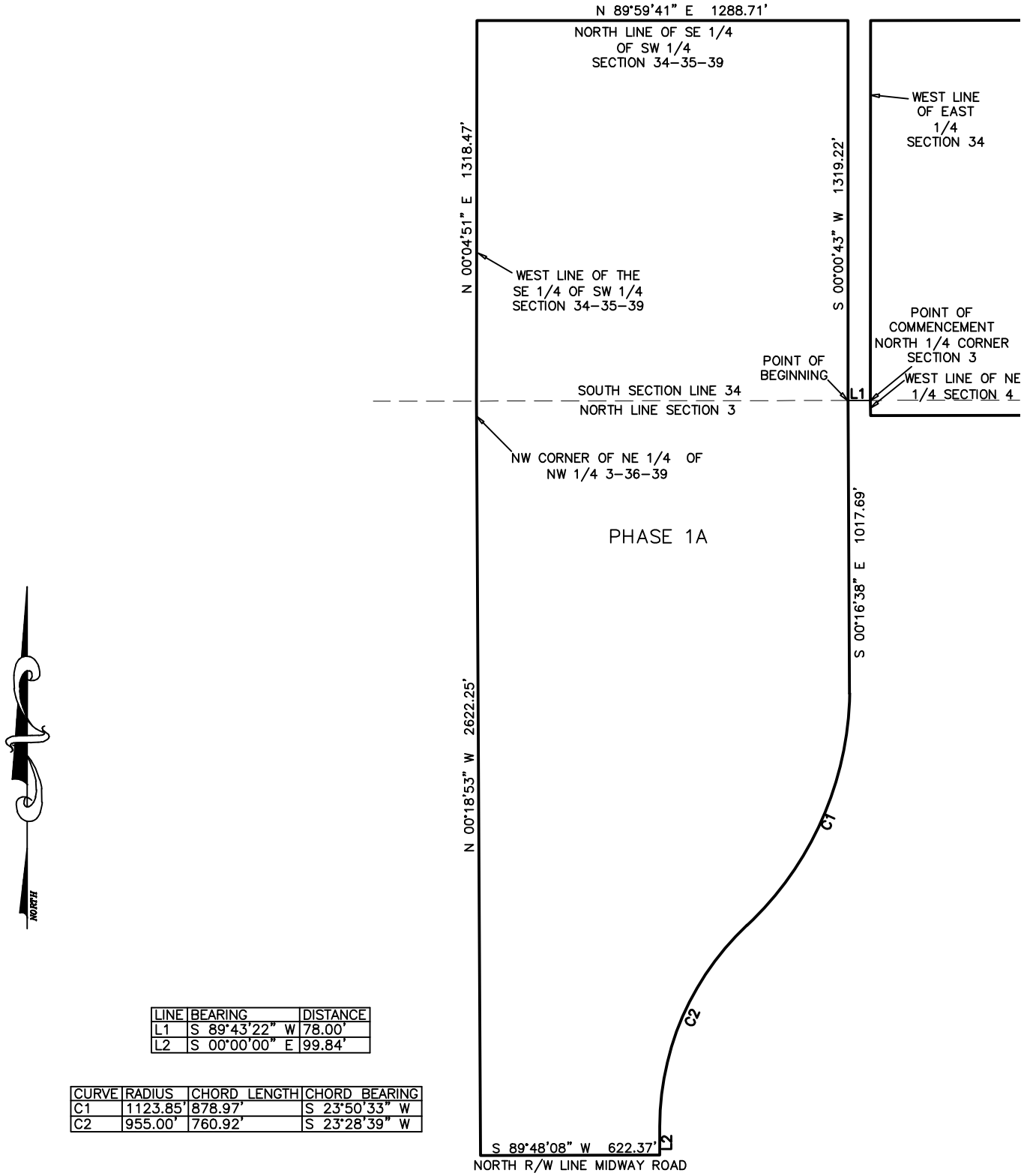
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

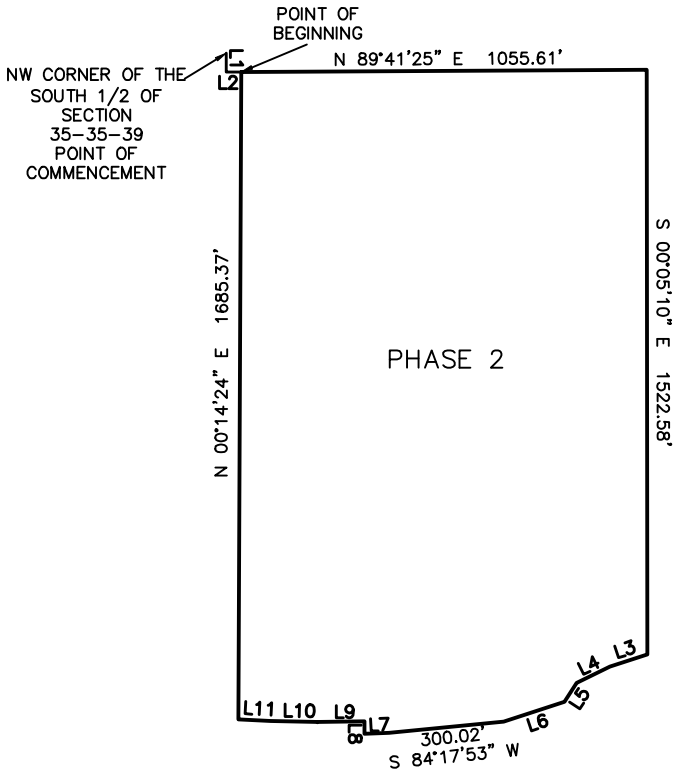
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

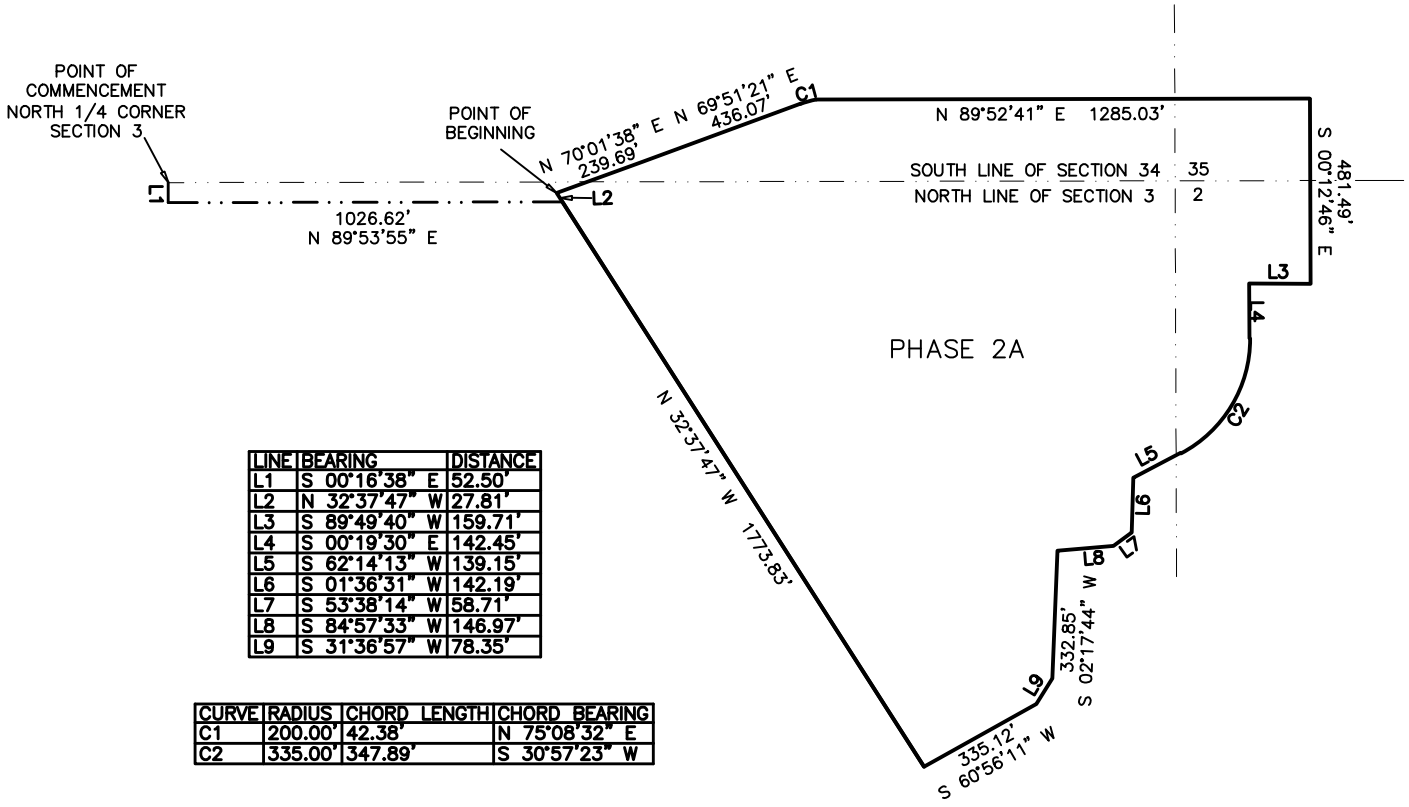
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

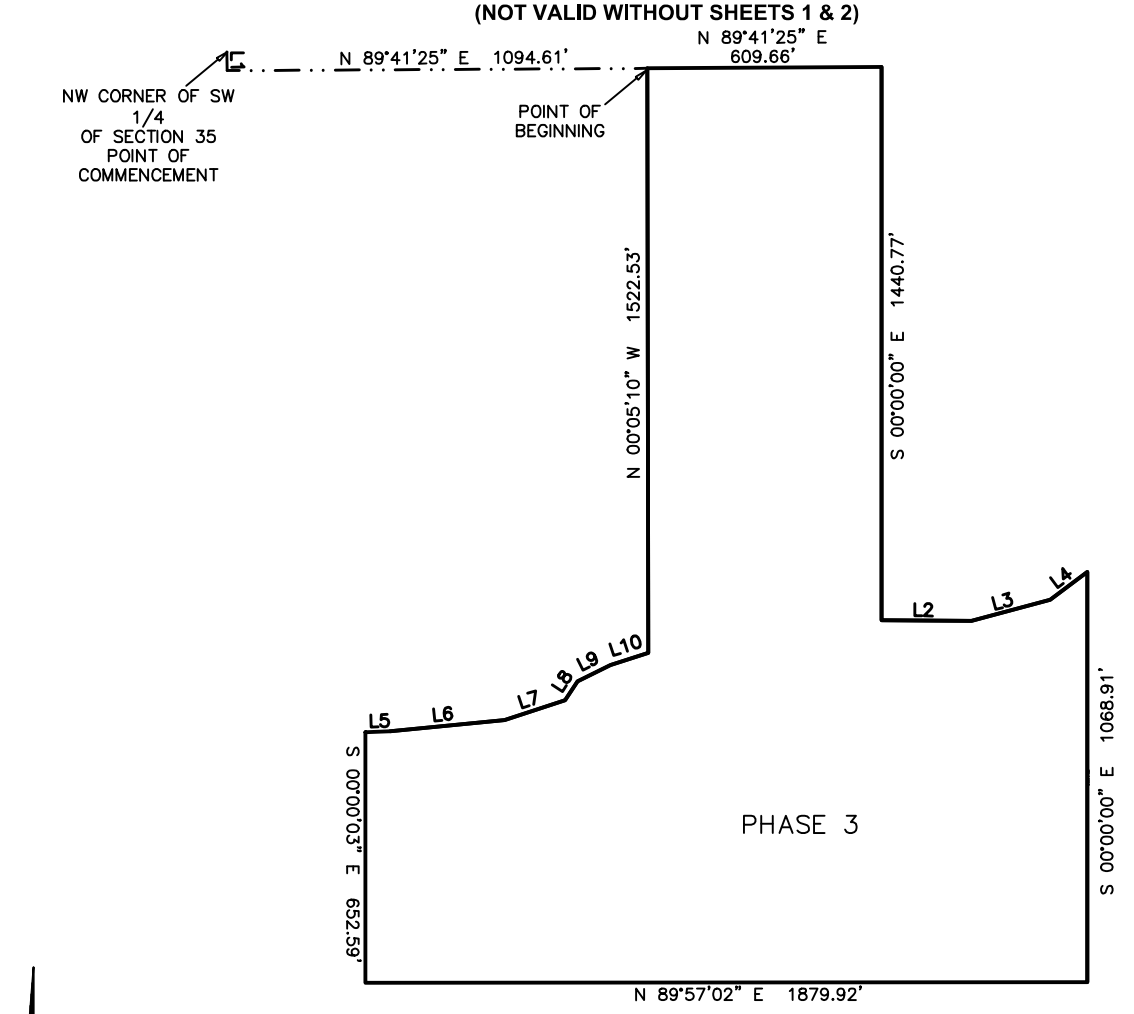
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

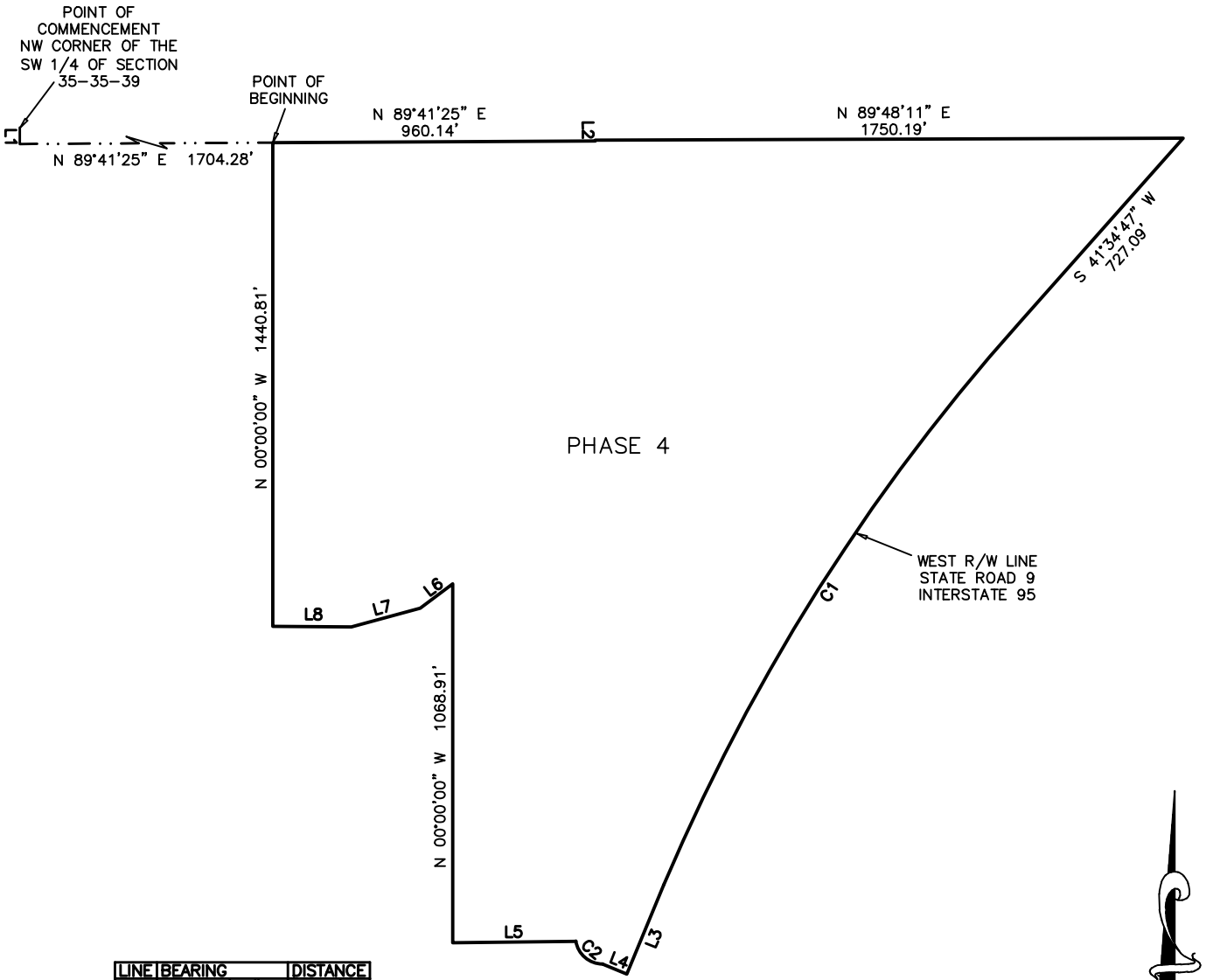
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

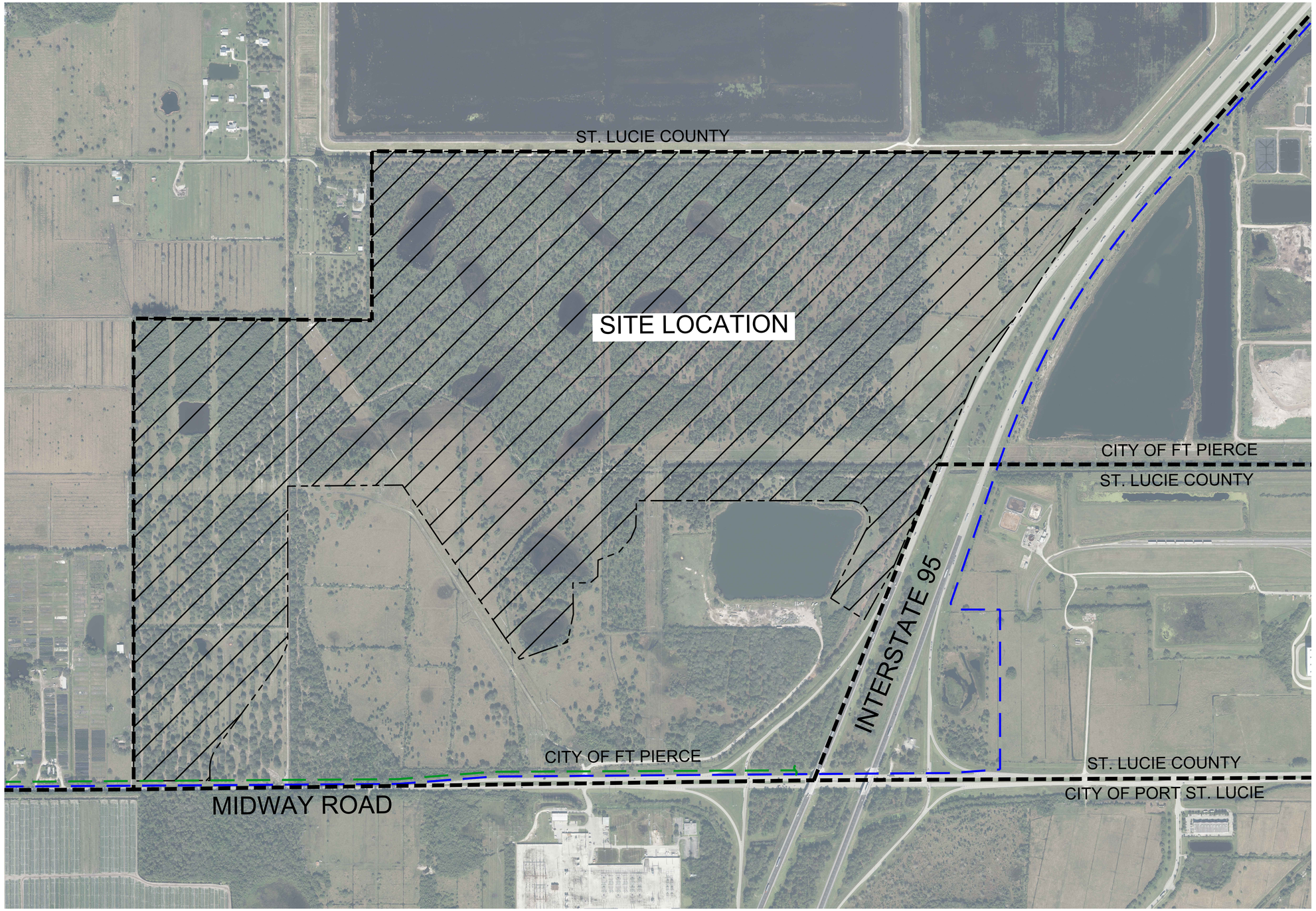
JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

EXHIBIT 4



N

EXISTING UTILITIES MAP:

1" = 400'

LEGEND:

- EXISTING 12" PVC WATER MAIN
  PER AS-BUILT PREPARED BY MASTELLAR, MOLER, REED & TAYLOR, INC. FOR DANELLA CONSTRUCTION CORPORATION
- EXISTING 8" FORCE MAIN
  LIMITED DATA AVAILABLE
- JURISDICTIONAL BOUNDARY LINES
  AS LABELED ON PLAN

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: EXISTING UTILITIES MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO. EX-2

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:43 PM

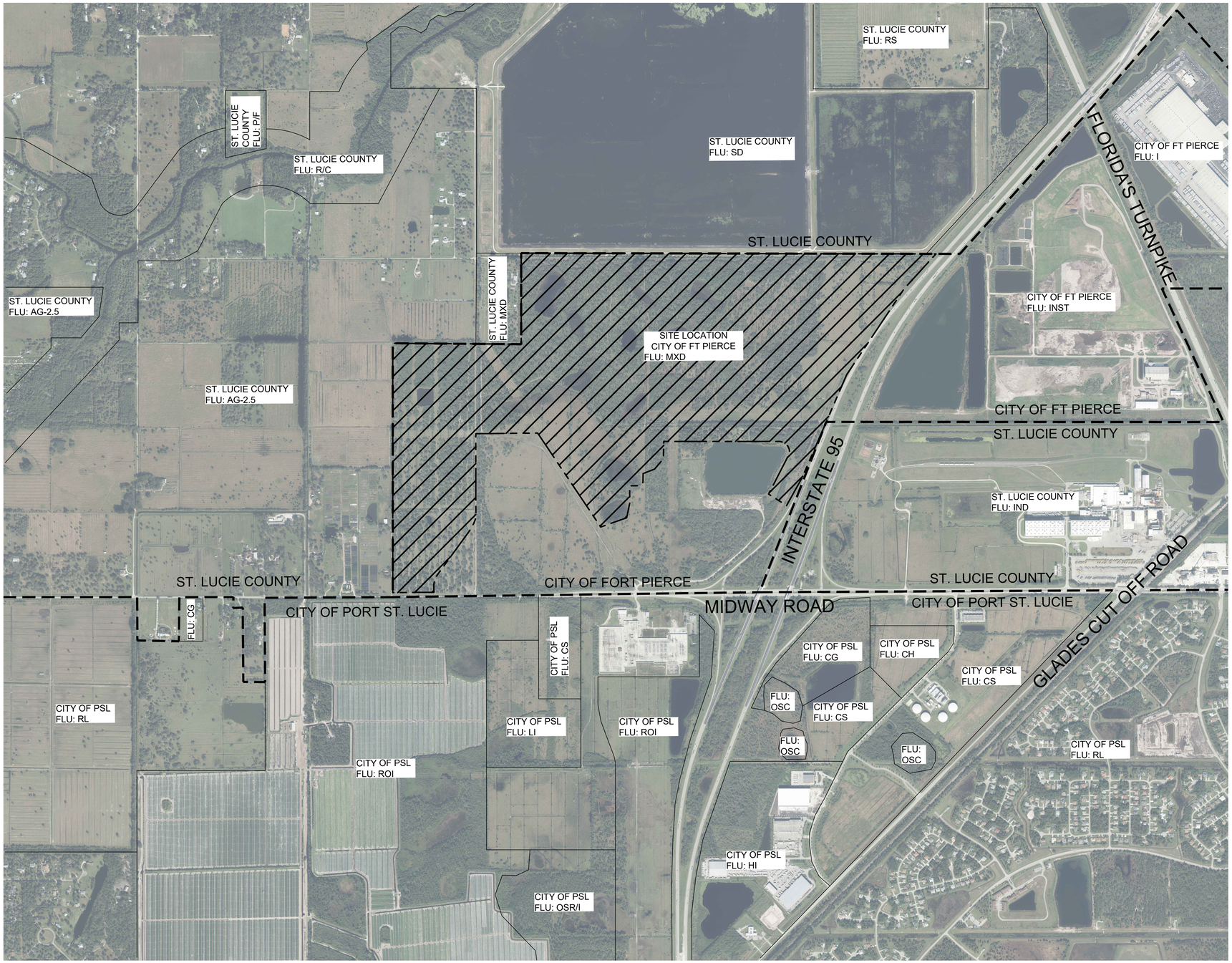
EXHIBIT 5

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs Chart			
Improvement	Estimated Cost	Financing/Construction Entity	Final Owner/ Maintenance Entity
Stormwater Management System	$15,077,133	CDD	CDD
Roadways	$5,025,711	CDD	CDD
Water & Wastewater Systems	$10,051,422	CDD	City
Undergrounding of Conduit	$300,000	CDD	CDD
Hardscaping, Landscape, Irrigation	$10,956,820	CDD	CDD
Amenities	$2,340,000	CDD	CDD
Conservation Areas		CDD	CDD
Offsite Improvements	$1,000,000	CDD	County
Professional Services	$2,500,000	N/A	N/A
10% Contingency	$4,725,109	N/A	N/A
Total	***$51,976,195***		

The Developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the District.

EXHIBIT 6



N

VICINITY MAP:

1" = 800'

FLU LEGEND:

ST. LUCIE COUNTY		CITY OF PORT ST. LUCIE		CITY OF FT. PIERCE	
R/C	RESIDENTIAL/CONSERVATION, 1 DU/5 AC	CS	COMMERCIAL SERVICE	MXD	MIXED USE
RS	RESIDENTIAL SUBDIVISION, 2 DU/1 AC	CG	COMMERCIAL GENERAL	INST	INSTITUTIONAL
AG-2.5	AGRICULTURAL, 1 DU / 2.5 AC	ROI	RES/OFFICE/INSTITUTIONAL	I	INDUSTRIAL
SD	SPECIAL DISTRICT	CH	COMMERCIAL HIGHWAY		
MXD	MIXED USE	RL	LOW DENSITY RES		
IND	INDUSTRIAL	HI	HEAVY INDUSTRIAL		
P/F	PUBLIC FACILITIES	LI	LIGHT INDUSTRIAL		
		OSR	REC OPEN SPACE		

Mills, Short & Associates
WEBSITE: www.MillsShortAssociates.com
PHONE: 772.226.7282
C.A. #: 30698
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: FUTURE LAND USE AND ZONING MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO. EX-3

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:43 PM

EXHIBIT 7

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

September 12, 2023

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Sunrise Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 475.61 +/- acres of land located within the City of Fort Pierce, Florida (the "City") and is projected to contain approximately 1,500 residential dwelling units, which will make up the Sunrise development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Sunrise Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned mixed-use development currently anticipated to contain a total of approximately 1,500 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Sunrise.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Fort Pierce, according to the Census 2020, has a population of 47,297; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and additional costs will be disclosed as available to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 475.61 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,500 residential dwelling units. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or

support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also as described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and

the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City of Fort Pierce and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Fort Pierce

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure. However, all current property owners have consented to the establishment of the District.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.
The proposed District will serve land that comprises an approximately 516.32 +/- acre master planned

mixed-use development currently anticipated to contain a total of approximately 1,500 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 5,250 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City of Fort Pierce. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Fort Pierce, Florida

The proposed land for the District is located within the City of Fort Pierce, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to

review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $51,976,195. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

SUNRISE COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management System	CDD	CDD	CDD
Roadways	CDD	CDD	CDD
Water & Wastewater Systems	CDD	City	City
Undergrounding of Conduit	CDD	CDD	CDD
Hardscaping, Landscape, Irrigation	CDD	CDD	CDD
Amenities	CDD	CDD	CDD
Conservation Areas	CDD	CDD	CDD
Offsite Improvements	CDD	County	County

Table 2

SUNRISE COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Stormwater Management System	$15,077,133
Roadways	$5,025,711
Water & Wastewater Systems	$10,051,422
Undergrounding of Conduit	$300,000
Hardscaping, Landscape, Irrigation	$10,956,820
Amenities	$2,340,000
Offsite Improvements	$1,000,000
Professional Services	$2,500,000
Contingency (10%)	$4,725,109
Total Overall Cost	**$51,976,195**

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of

services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Fort Pierce has a population of 47,297 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S. Nevertheless, it can be reasonably expected that the establishment of community development district for the Sunrise development will not produce any marginal effects that would be different from those that would have occurred if the Sunrise development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Sunrise Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Sunrise development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Sunrise development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Sunrise development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Sunrise Community DevelopmentDistrict.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, **Sunrise Residential, LLC,** with regard to any and all matters pertaining to the Petition to the City Commission of the City of Fort Pierce, Florida, to Establish the Sunrise Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Stephanie Pitts

Print Name: Javier Medina

SUNRISE RESIDENTIAL, LLC
PETITIONER

By: Brent Howells

Its: Managing Member

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2023, by Brent Howells, as Managing Member of Sunrise Residential, on its behalf. He [___] is personally known to me or [X] produced Florida drivers license as identification.

STEPHANIE PITTS
Notary Public
State of Florida
Comm# HH321471
Expires 10/12/2026

Notary Public, State of Florida

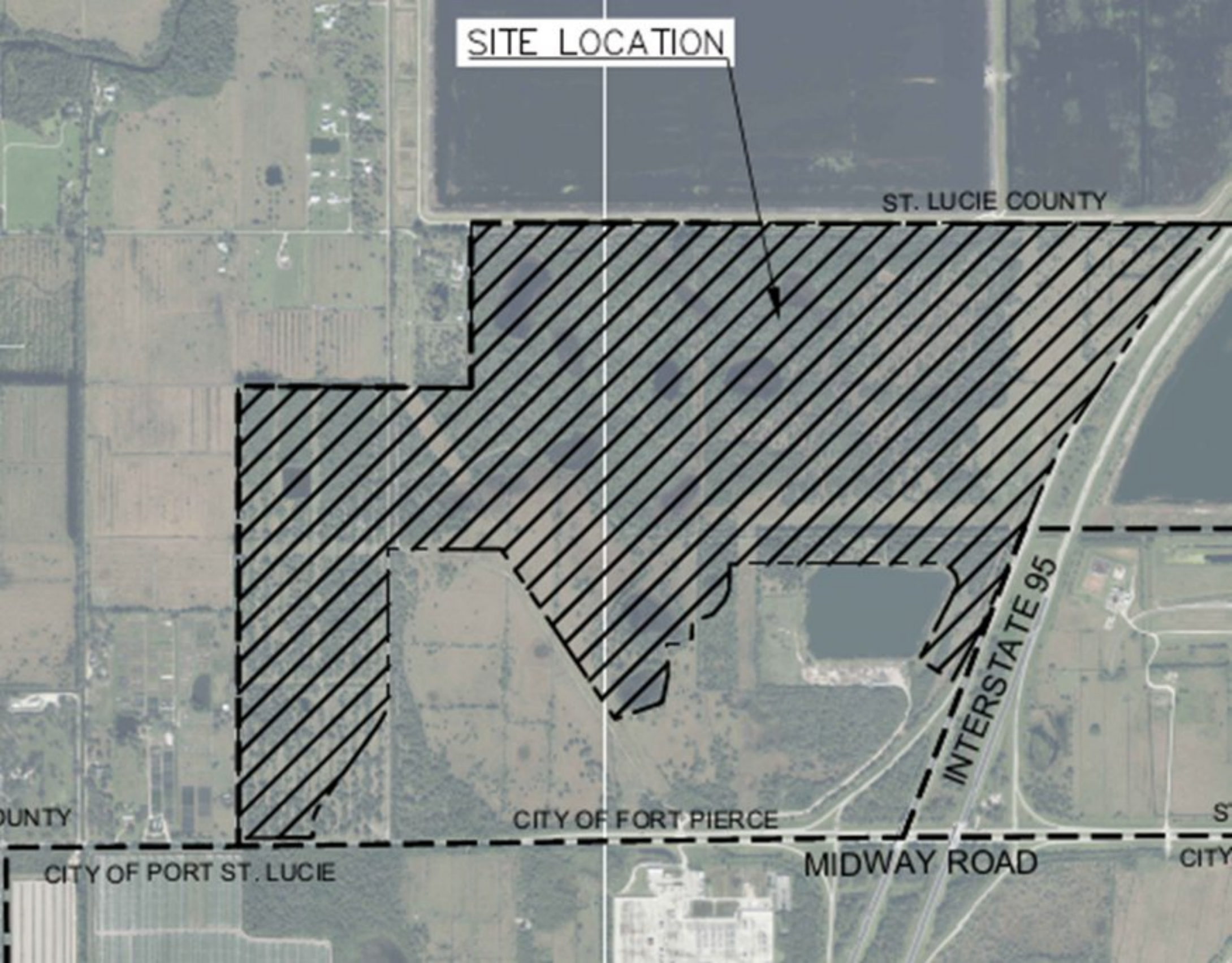

SITE LOCATION
ST. LUCIE COUNTY
INTERSTATE 95
CITY OF FORT PIERCE
MIDWAY ROAD
CITY OF PORT ST. LUCIE

EXHIBIT 2

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

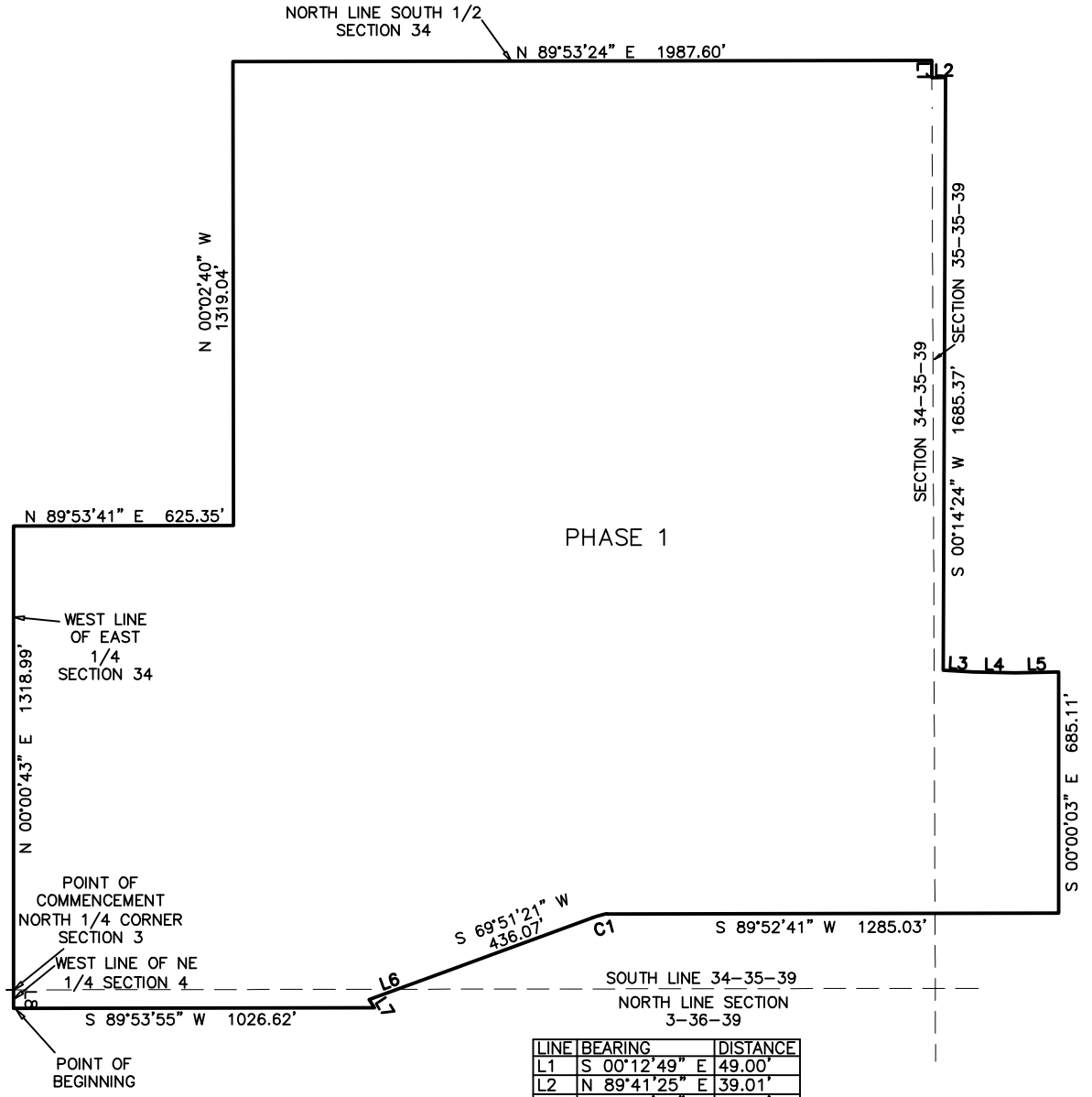
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

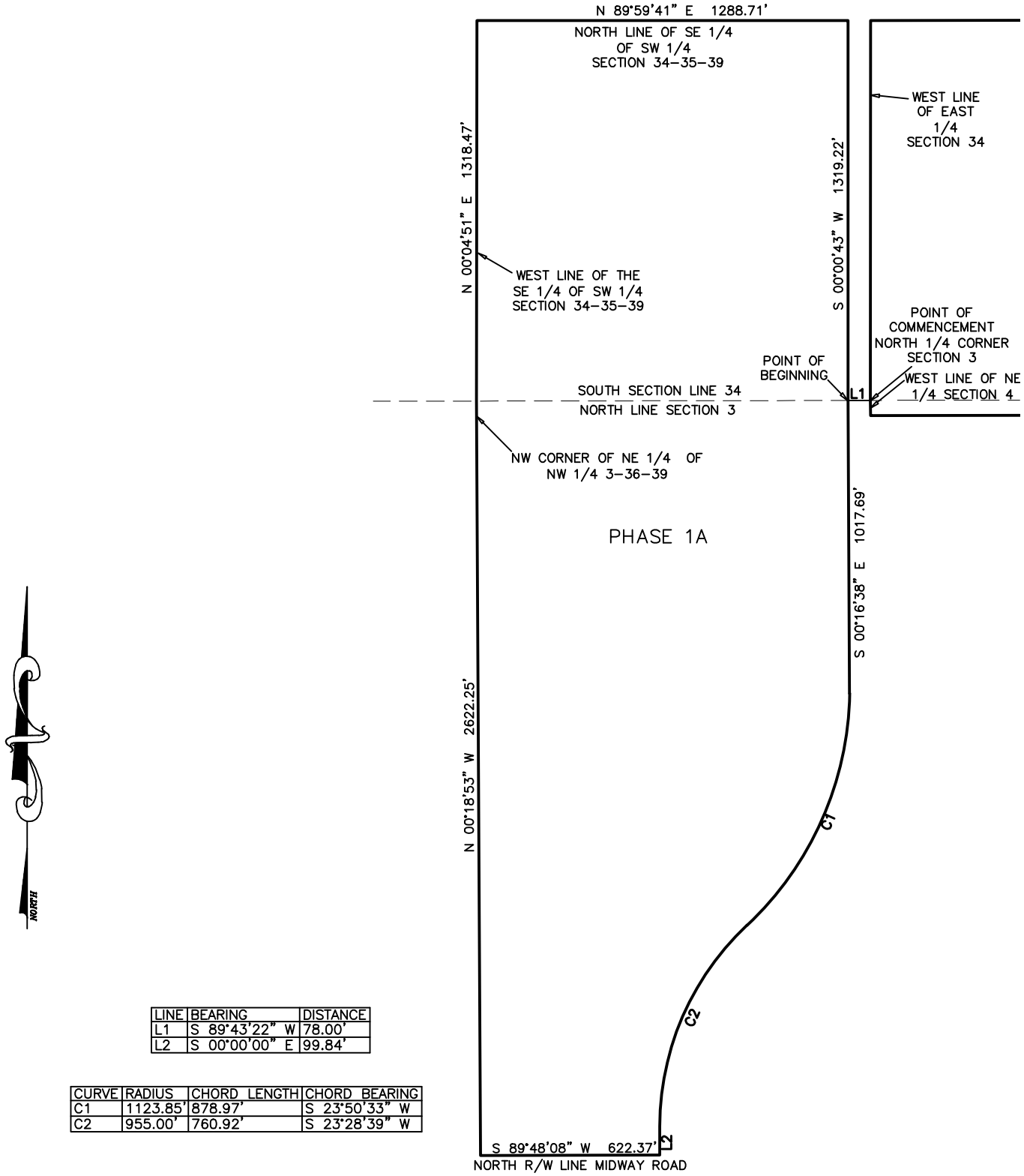
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

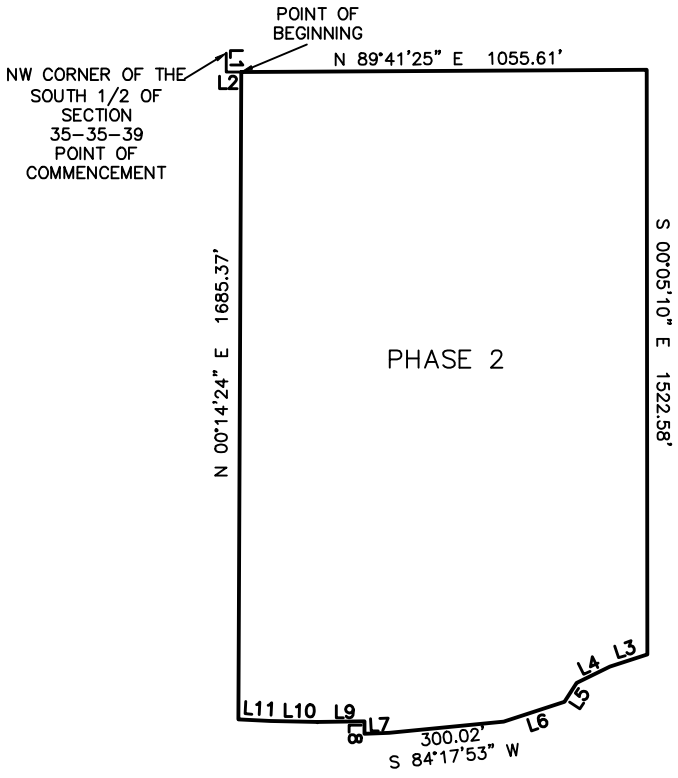
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

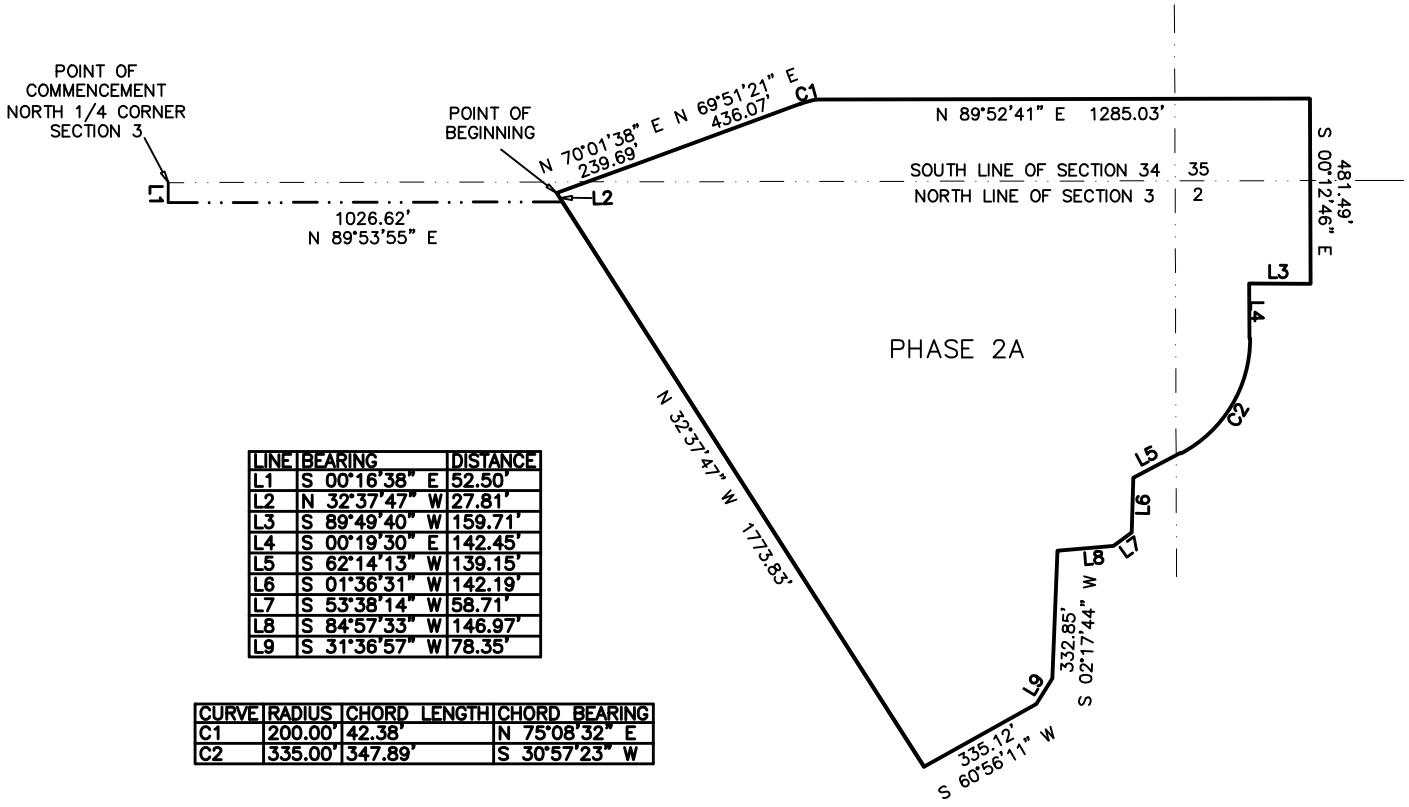
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

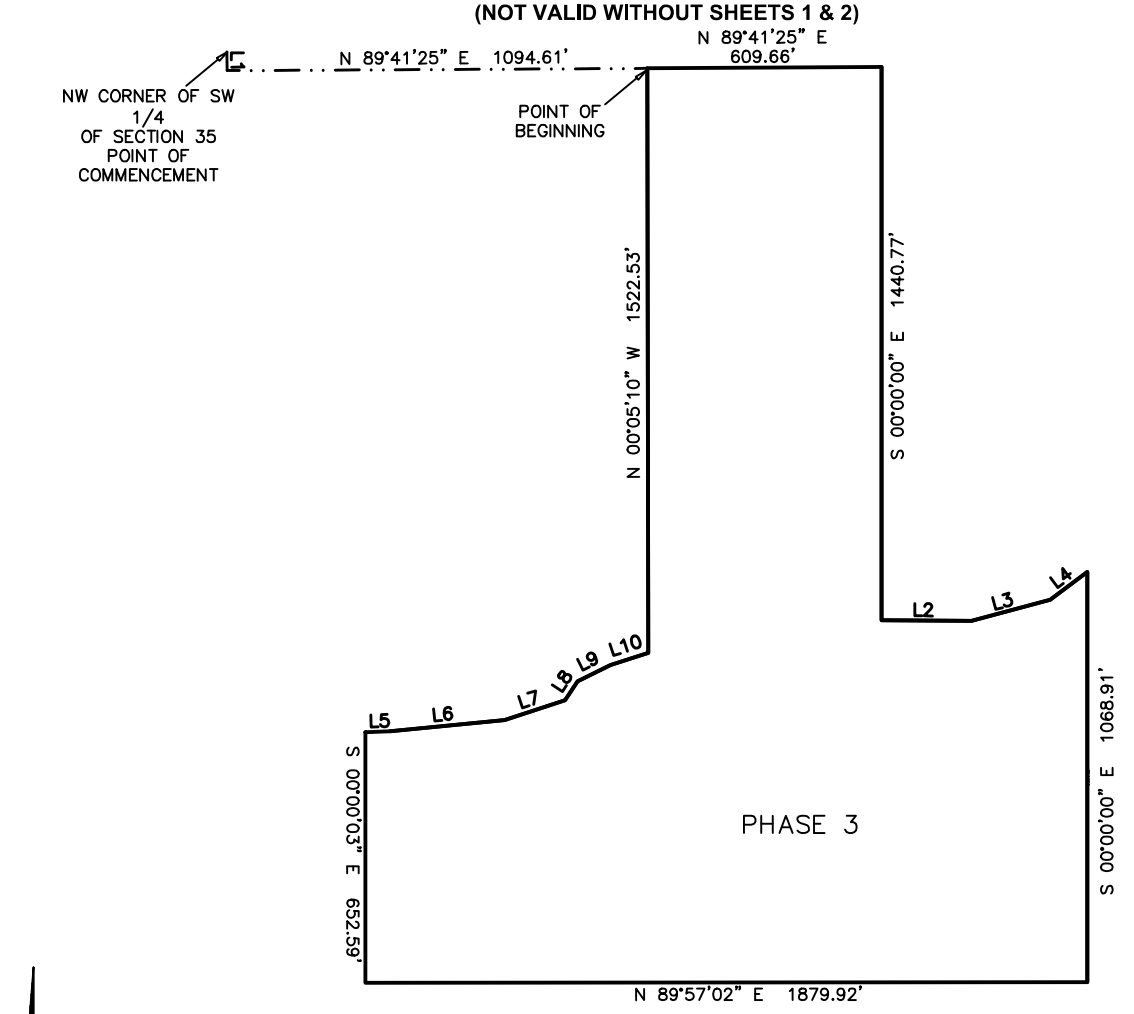
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

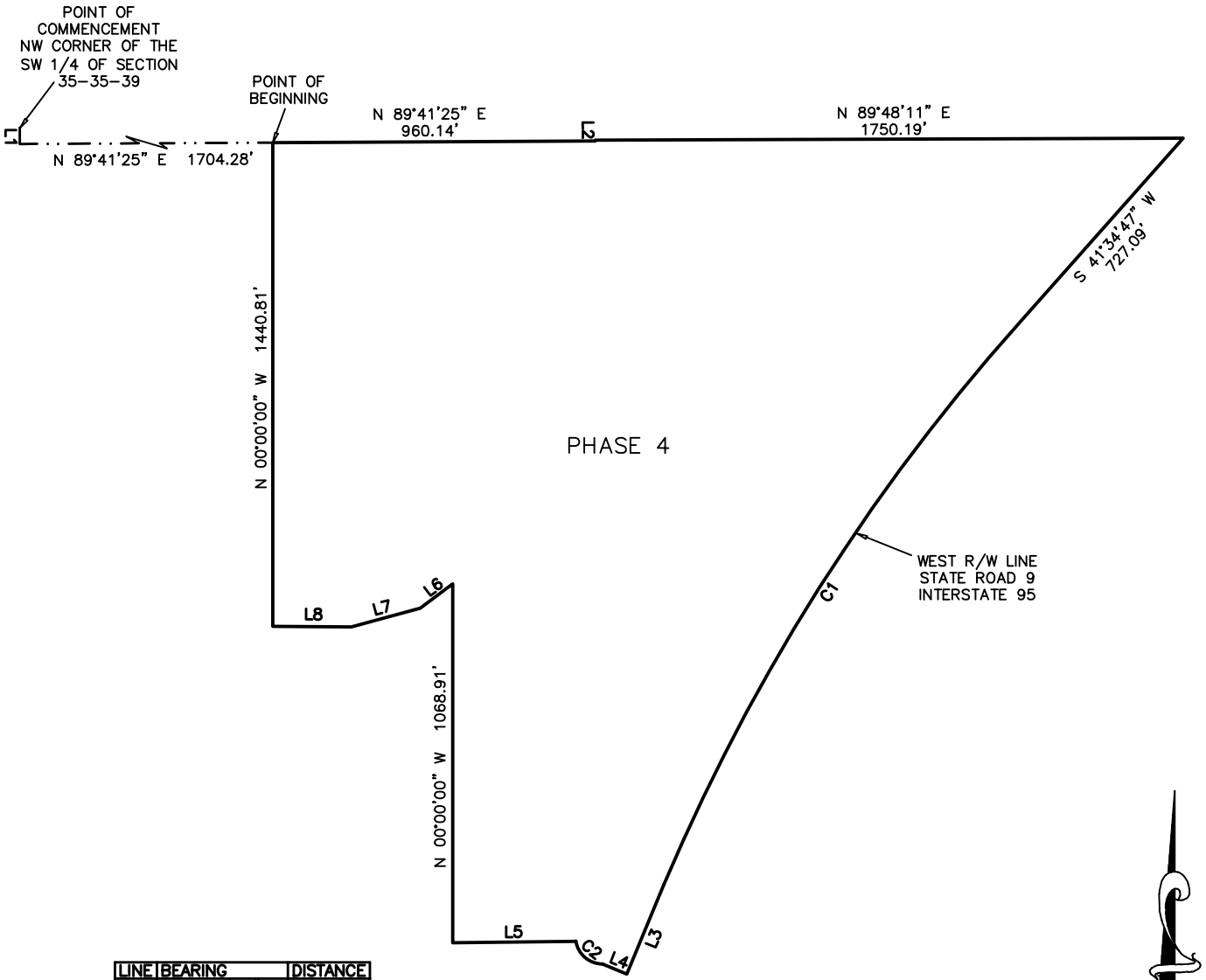
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Of Ft Pierce Legals Accounts P
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/08/2024, 03/15/2024, 03/22/2024, 03/29/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/29/2024

Legal Clerk

Notary, State of WI, County of Brown

6/30/2025
My commission expires

Publication Cost:	$1689.60		
Order No:	9900128	# of Copies:	
Customer No:	1126026	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING FORT PIERCE CITY COMMISSION ORDINANCE ESTABLISHING SUNRISE COMMUNITY DEVELOPMENT DISTRICT

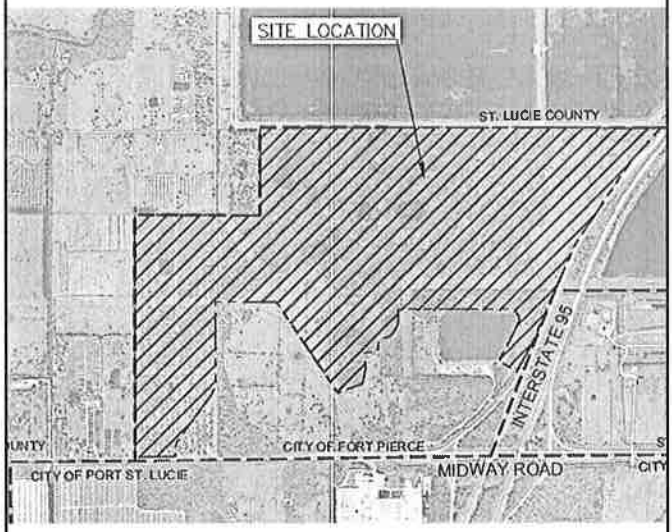
The City Commission of the City of Fort Pierce will hold public hearings on Monday, April 1, 2024 and Monday, April 15, 2024 on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. Hwy 1, Fort Pierce, Florida, at their meetings which begin at 5:05 p.m. to consider review and approval of the following:

ORDINANCE 24-003 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

The ordinance will create the Sunrise Community Development District (CDD). The proposed CDD is generally located north of W. Midway Road and west of Interstate 95, and contains approximately 475.61+/- acres, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

Display Map of Subject Property



All interested parties may appear at the meetings and be heard with respect to the ordinance. All interested parties may provide written comments to be considered at the meetings with respect to the ordinance to the City Clerk at lcox@cityoffortpiere.com. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 03.08, 03.15, 03.22 and 03.29.2024

TR-38852809

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

Meeting Date: 04/15/2024

Re: Amendment to 125-322 - Fences adjacent to Railroad ROW

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-006 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-322, Fences, Walls, and Hedges; Installation, Replacement and Maintenance, to allow fences greater than 6ft in height to be erected adjacent to Railroad or Railroad Right-of-Way. SECOND READING.

SUMMARY:

A proposed amendment to allow fences up to 8 feet in height on the rear yard boundary adjacent to railway lines or railroad ROW.

At its March 11th meeting, the Planning Board recommended that the increased height be permitted at the rear property line adjacent to Railroad Right-of-Way only. The proposed code change has been amended accordingly.

The proposed text amendment:
(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setback shall remain as provided within this section.

RECOMMENDATION:

Staff recommend APPROVAL of this proposed amendment to Sec. 125-322.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Board (November 16, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
N/A

Attachments

Staff Report
Draft Ordinance 24-006
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 03:05 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 01:41 PM
Final Approval Date: 04/02/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES FENCES WALLS AND HEDGES

1

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

A proposed amendment to allow fences up to 8 feet in height on the rear yard boundary adjacent to railway lines or railroad ROW.

At its March 11th meeting, the Planning Board recommended that the increased height be permitted at the rear property line adjacent to Railroad Right-of-Way only. The proposed code change has been amended accordingly.

2

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setback shall remain as provided within this section.

3

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

Staff recommend APPROVAL of this proposed amendment to Sec. 125-322.

Alternative:

Recommend approval with modification.

or

Recommend disapproval.

4

ORDINANCE NO. 24-006

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the permit process, regulates the location and height of fences, walls, and hedges, and

WHEREAS, the increase in intensity of railroad traffic may pose a risk to the health, safety and welfare of citizens traversing the railroad right of way onto private property in unauthorized locations, and

WHEREAS, allowing the option for property owners to increase the height of fencing on the rear yard property boundary adjacent to the railroad right of way may reduce the unauthorized trespass, and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 5 to 1 to recommend approval of the request.

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

SECTION 1. Section 125-322 of the City of Fort Pierce Code of Ordinances is hereby amended so the same shall read as follows:

Sec. 125-322. Fences, walls, and hedges; installation, replacement, and maintenance.

(a) *Purpose.* It is the purpose and intent of this section to establish the requirements for the installation, replacement, and maintenance of fences, walls, and hedges, in order to protect and preserve the health, safety, welfare, appearance and general wellbeing of the citizens of the city.

(b) *General requirements.* The following requirements apply to all fences, walls, and hedges

in any zoning district, except as herein specified:

(1) *Placement.* All permitted fences, walls, and hedges shall be located on the property of the applicant and not within any public right-of-way. No fence, wall or hedge shall be permitted to be located within, or so as to enclose, a drainage easement, except upon the written authorization of the city engineer. Fences, walls and hedges may be permitted within utility easements, subject to the right of the city, utilities authority, or franchised utility company to remove, without cost or obligation to replace or restore, any such fence or wall and landscaping as may be necessary to maintain the utilities located in a utility easement. A suitable gate to provide access will be provided when utility meters are located within a fenced enclosure.

(2) *Clear vision areas.* All fences, walls and hedges shall conform to the clear vision provisions of section 125-308.

(3) *Finish.* All fences and walls shall be constructed so that the side of the fence or wall facing or viewable from the public rights-of-way or an adjoining property shall be the finished side of the fence or wall, in terms of materials and their treatment. Fences shall have all support posts and stringers placed facing inward toward the applicant's property. All exterior faces of block walls shall be finished and of professional quality, such as stucco, prefinished block, stacked block with struck joints, shadow blocks, painted or similar, installed in a workmanlike manner.

(4) *Construction.* All walls shall be erected in accordance with the requirements of the state building code, as adopted or amended by the city.

(5) *Permit.* All new or substantially altered fences and walls shall require a construction permit issued by the building department. The application for permit shall accurately establish the location of the fence or wall on the property, and the applicant shall be responsible therefor.

(6) *Conditional uses.* The maximum height for walls, fences, and hedges of a conditional use shall not exceed the maximum allowed in the zoning district, unless a greater height is approved in accordance with the requirements of section 125-313.

(7) *Trellises, arbors, pergolas, etc.* Trellises, arbors, pergolas and similar garden structures, if erected along the property line or within the required yard, shall conform to the height requirements of this section; if they are not erected within the required yard, then this section is inapplicable.

(c) *Requirements by zoning districts.* The following maximum fence, wall and hedge heights are allowed by zoning district, as follows:

(1) *Single-Family Zoning Districts (E-1, R-1, R-2, R-3).* Fences or walls may be erected or maintained along property lines or within the required yards, to a maximum height of six feet

above finished grade of the abutting parcel, except as follows:

a. *Front yards.* The maximum height for fences, walls or hedges in the required front yard shall be four feet.

b. *Waterfront lots.* The maximum height for fences, walls or hedges in the required building setback distance from the water shall be four feet.

c. *Double frontage lots.* The maximum height for walls, fences or hedges in the required rear yard, as defined by the basic use standards, shall be four feet.

(2) *Medium and High-Density Residential Zoning Districts and Office, Neighborhood and Tourist Commercial Zoning Districts (R-4, R-4A, R-5, C-1, C-2, C-5).* Fences or walls may be maintained along property lines or within the required yards, to a maximum height of six feet above finished grade of the abutting parcel, except the maximum height for walls, fences and hedges in the required setback distance from the yard shall be four feet and providing, further, that the maximum height for fences, walls or hedges in the front yards of single-family or duplex residences located in R-4, R-4A or R-5 districts shall be four feet.

(3) *General and Central Commercial, Industrial and Open Space Zoning Districts (C-3, C-4, I-1, I-2, OS-1, OS-2).* Fences and walls in the C-3, C-4, OS-1, and OS-2 Zoning Districts may be maintained along property lines or within the required yard, to a maximum height of eight feet above finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided. Fences and walls in the I-1 and I-2 zoning districts may be maintained along property lines or within the required yard, to the maximum heights specified in subsection (e)(5) of this section finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided.

(4) *Planned Unit Development and Redevelopment Zoning Districts (PUD and PUR).* Fences or walls may be maintained along property lines or within the required yards, to a maximum height of six feet above finished grade of the abutting parcel, when consistent with the purpose and intent of the approved development or redevelopment plan.

(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setbacks shall remain as provided within this section.

(d) *Special requirements.* In addition to the general requirements of section 125-322(b) and specific height requirements by zoning district of section 125-322(c), the following requirements are applicable as indicated:

(1) *Landscaping.* All fences and walls constructed generally parallel to the public right-of-way and having a length of 100 feet or more shall be landscaped along not less than 50 percent of the linear distance. This landscaping shall consist of shrubs and not less than one tree for each 50 feet of fence or wall so landscaped. All landscaping shall conform to the standards of section 125-314(b). Fences and walls enclosing single-family or duplex uses are exempt from the landscape requirement.

(2) *Security fences.* Security fences designed to preclude entry into hazardous locations or facilities or to protect the exterior storage of materials or equipment from vandalism or theft may not be erected, except that upon application to the director of planning a security fence may be permitted upon determination that such fence is necessary in the interest of public safety or the protection of public or private property and does not have a negative impact on the general appearance of the area. If permitted, such a fence shall not provide more than three strands of barbed wire above a fence not exceeding six feet in height. Barbed wire fences, otherwise allowed under this section, are not permitted in residential neighborhoods, downtown or in areas of the city which have been targeted for redevelopment.

(3) *Retaining walls.* Retaining walls shall be approved by the city engineer.

(4) *Construction fences.* Temporary fences may be permitted by the director of building and code enforcement to enclose construction sites as necessary in the interest of public safety or the protection of public or private property. Such fences shall not exceed eight feet in height.

(5) *Chain link fences.* On lots fronting Delaware Avenue, Orange Avenue, Avenue D and U.S. 1, or on lots determined by the director of planning to be in the downtown area or in an area targeted for redevelopment, chain-link fences are permitted only if located no closer than 25 feet to any public right-of-way, are painted or coated, and screened from the public right-of-way with shrubs and no less than one tree for each 50 linear feet.

(e) *Required fences, walls, or hedges.*

(1) *Junkyards.* Junkyards shall comply with the requirements of section 22-327(d).

(2) *Swimming pools.* Swimming pools shall comply with all applicable requirements of the state building code.

(3) *Parking lots.* Parking lots shall comply with the requirements of section 125-315.

(4) *Residential buffers.* Buffers between residential or open space areas and commercial or industrial areas shall conform with the requirements of section 125-314(c)(4).

(5) *Commercial and industrial buffers.* Outside storage of materials for commercial and industrial uses shall be screened with a sight-obscuring fence or wall which is not less than six

feet to a height equal to the height of the material being stored, whichever is greater, except the storage of materials may not exceed a height of 15 feet. Outside storage of cargo containers shall be screened with site-obscuring fence or wall at least eight feet in height or with a landscape strip at least ten feet in width. The top of the highest stored or stacked cargo container may not exceed a height of 30 feet. Such limitation on the storage or stacking of cargo containers is effective as of October 16, 2007, notwithstanding any other provision in the Code of Ordinances, whether any such contrary provision relates to nonconformity or not. For all fences and walls constructed generally parallel to the public right-of-way or parallel to a lot that is not zoned I-1 or I-2, there shall be a hedge planted along the outside of such barrier to form a 36-inch or higher continuous, unbroken solid screen and one tree planted for an average of every 20 feet along the outside of such barrier. Such fence, wall, landscape strip, and/or landscaping required by this section also shall meet the requirements of article I of chapter 123 and section 125-314(g)(7) and (8).

(f) *Prohibited fences, walls, hedges, or characteristics of fences, walls or hedges.*

(1) *Electric fences.* Electric fences shall not be permitted.

(2) *Concertina wire.* Barbed wire fences using concertina-type wire shall not be permitted, except within the interior of a prison or jail compound area.

(g) *Exceptions.*

(1) Fences and walls located on publicly owned property shall be exempt from the requirements of section 125-322(c), pertaining to height, and section 125-322(4)(b), pertaining to security fences.

(2) Height of hedges or other vegetative screening shall be limited only by health and safety factors, unless specifically limited herein.

(3) Fences and walls used for recreational purposes such as around a tennis court are exempt from the maximum height requirements of section 125-322(c).

SECTION 2. 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 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

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. 24-006 was duly advertised in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st, 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to 125-322 - Fences adjacent to Railroad ROW

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDMENT TO 125-322 - FENCES ADJACENT TO RAILROAD ROW

CAO RLS FILE: RLS 24-67

DATE: FEBRUARY 23, 2024

I have reviewed the above Request for Legal Services (RLS). I made suggested changes to the Ordinance. I have uploaded such in a Track Changes Version and a Clean Copy Version. The Clean Copy Version is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, MARCH 11, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort 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. Prior to the issuance of Building Permit approval, a Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024, 03/31/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$844.80	
Order No:	9961803	# of Copies:
Customer No:	1126026	0
PO #:	24-006 07 08	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT TO
CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, will hold two PUBLIC HEARINGS on the proposed Ordinances at their meetings on Monday, April 1st, 2024, at 5:05 p.m. and on Monday, April 15th, 2024 at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-006 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-006) allows fences to be erected on property adjacent to railway or railroad right of way up to a maximum height of 8 feet.

ORDINANCE 24-007 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-007) removes the requirement for a landscape bond at final certification of occupancy and to require a landscape maintenance agreement at time of site plan approval and to require an annual landscape inspection.

ORDINANCE 24-008 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-313. – MAJOR AND MINOR SITE PLAN APPLICATION, TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-008) increases the thresholds for requiring a major site plan application for residential projects from 20 dwelling units to 50 dwelling units and for non-residential or mixed-use development from 4,000 square feet in area to 10,000 square feet in area.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk
Publish: 03.17.2024 and 03.31.2024

TR-38976058

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

Meeting Date: 04/15/2024

Re: Landscape Maintenance - Code Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-007 - Amending the Code of Ordinances of the City of Fort Pierce at Chapter 123 - Vegetation, Section 123-6 - Required Bond, to remove the requirement for a Landscape Bond and to require the approval of a Landscape Maintenance Agreement; and to amend section 123-7, - Enforcement, to require an annual landscape inspection. SECOND READING.

SUMMARY:

This is a proposed amendment to remove the requirement for the property owner to provide security through a Landscape Bond to ensure that all approved landscaping is installed and maintained after approval.
The existing process places additional costs on property owners. The City, through code enforcement provisions, can inspect and require that all approved landscaping is maintained, protected, and replaced as required.

It is therefore proposed to remove the requirement for a Landscape Bond and replace the requirement with a Landscape Maintenance Agreement. The Landscape Maintenance Agreement shall be attached to the approved Landscape Plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-37, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
The Landscape Maintenance Agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).
The Planning Department will undertake annual inspections of major landscaping installations on an annual basis.

RECOMMENDATION:

Staff recommend APPROVAL of the proposed amendment to the City Code of Ordinances at Sec. 123-6.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee (September 21, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
No impact

Attachments

Staff Report
Draft Ordinance
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:56 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 11:08 AM
Final Approval Date: 04/02/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES LANDSCAPE BOND – Sec's 123-6 and 123-7

1

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

A proposed amendment to remove requirement for the property owner to provide security through a landscape bond to ensure that all approved landscaping is installed and maintained after approval.

The existing process places additional costs on property owners. The City, through code enforcement provisions, can inspect and require that all approved landscaping is maintained, protected and replaced as required.

2

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

The Landscape Maintenance agreement shall be attached to the approved Landscape Plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

3

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

4

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

5

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

The landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).

6

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

Staff recommend APPROVAL of the amendment to the City Code of Ordinances at Sec. Sec's 123-6 and 123-7.

Recommend approval with modification.
or
Recommend disapproval.

7

ORDINANCE NO. 24-007

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, through condition of site development desires to maintain minimum landscaping standards and to further provide for the protection of trees, in order to protect and preserve the appearance, character, and value of the properties within the City and thereby promote the public health, safety and general welfare of the citizens of the City; and

WHEREAS, the existing process of site plan review, which requires the property owner to provide security through a landscape bond to ensure that all approved landscaping is maintained, places additional cost upon property owners; and

WHEREAS, the City of Fort Pierce, through code enforcement provisions is able to inspect and require that approved landscaping is maintained, protected, and replaced as required; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 6-0 to recommend approval of the request.

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

SECTION 1. Chapter 123, Article I, Section 123-6 is hereby amended, so the same shall read as follows:

Sec. 123-6. ~~Required bond.~~ Landscape Maintenance Agreement

In those instances where the landscape plan ~~is submitted with a site plan~~ requir~~esing~~ review pursuant to section 125-313, the property owner shall ~~file with the director of finance at the time of completion certification by the landscape architect, a security bond, certified deposit (CD), cashier's check or a certified check upon a solvent local bank conditioned to secure 100 percent of the supply and installation cost of the landscaping improvements required by this article, in accordance with the plan approved by the department, for a period of 24 months after certification by the landscape architect to ensure the establishment and maintenance of the plant material required under this section. No such bond, CD, or check shall be accepted unless it be enforceable by or payable to the city. This security bond shall be reduced to ten percent of the supply and installation cost of the landscape improvements for the second year, after the first-year inspection determines 100 percent required landscape improvements~~

~~exist and have been maintained properly. A property owner shall warrant and guarantee a survival rate of 100 percent for all required plantings by other permitting agencies including littoral zone plantings around created lakes and retention ponds for a period of 24 months following the expiration of time for installation of required plant materials, or 24 months following certification of installation by the property owners landscape architect, whichever is earlier. Such security shall be released upon inspection and final approval by the department that the provisions of this section have been met. The standard contract for maintenance of required landscaping, with security as provided in this section is required by the city before issuance of certificate of occupancy.~~ provide a landscape maintenance agreement to the Planning Department for approval. The agreement shall be attached to the landscape plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

The landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).

SECTION 2. Chapter 123, Article 1, Section 123-7 is hereby amended so the same shall read as follows:

Sec. 123-7. Enforcement.

The Initial landscape installation shall be inspected and approved by the city arborist, or designee, prior to issuance of a final CO to ensure conformity with the approved landscape plan. ~~After a 24-month establishment period for landscaping subject to section 123-6,~~ Thereafter, the city will inspect the required landscaping and maintenance of such at least one time a year. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action. The 30-day rule for compliance may be extended, when necessary, by the city manager to permit recovery from acts of nature such as a hurricane or freeze.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

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. 24-007 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st , 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Landscape Maintenance - Code Amendment

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: LANDSCAPE MAINTENANCE - CODE AMENDMENT

CAO RLS FILE: RLS 24-64

DATE: FEBRUARY 23, 2024

I have reviewed the above Request for Legal Services (RLS). I made slight changes to the title block. I have uploaded the Ordinance to Agenda Quick in a Track Changes Version and a Clean Copy Version. The Clean Copy Version is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, MARCH 11, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort 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. Prior to the issuance of Building Permit approval, a Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024, 03/31/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$844.80	
Order No:	9961803	# of Copies:
Customer No:	1126026	0
PO #:	24-006 07 08	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT TO
CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, will hold two PUBLIC HEARINGS on the proposed Ordinances at their meetings on Monday, April 1st, 2024, at 5:05 p.m. and on Monday, April 15th, 2024 at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-006 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-006) allows fences to be erected on property adjacent to railway or railroad right of way up to a maximum height of 8 feet.

ORDINANCE 24-007 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-007) removes the requirement for a landscape bond at final certification of occupancy and to require a landscape maintenance agreement at time of site plan approval and to require an annual landscape inspection.

ORDINANCE 24-008 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-313. – MAJOR AND MINOR SITE PLAN APPLICATION, TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-008) increases the thresholds for requiring a major site plan application for residential projects from 20 dwelling units to 50 dwelling units and for non-residential or mixed-use development from 4,000 square feet in area to 10,000 square feet in area.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk
Publish: 03.17.2024 and 03.31.2024

TR-38976058

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

Meeting Date: 04/15/2024

Re: Amendment to Sec 123-Major-Minor Site Plan Thresholds

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 24-008 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-313 - Major and Minor Site Plan Application, to increase the threshold for Minor Site Plan. SECOND READING.

SUMMARY:

A proposed amendment to increase administrative thresholds for site plan review of Residential, Mixed-Use and Commercial Development.
The City Commission, based on recommendations of the Development Review Task Force, directed staff at the October 9th, 2023, City Commission Conference meeting, to propose an amendment to the major/minor site plan application thresholds such that Major Site plans will be considered as:

a. A residential project which exceeds 50 (existing code=20) total dwelling units; or

b. A non-residential or mixed-use development over 10,000 (existing code =4,000) square feet in area.

Thus increasing the thresholds for minor site plans.

RECOMMENDATION:

Staff recommend APPROVAL of the amendment to Sec. 125-313.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee (November 16th, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
N/A

Attachments

Staff Report
Draft Ordinance 24-008
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 03:00 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 01:17 PM
Final Approval Date: 04/02/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES MAJOR/MINOR SITE PLANS – Sec 125-313

1

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

A proposed amendment to increase administrative thresholds for site plan review of Residential and Commercial Development

2

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

The City Commission, based on recommendations of the Development Review Task Force, directed staff at the October 9th, 2023, City Commission Conference meeting, to propose an amendment to the major/minor site plan application thresholds such that Major Site plans will be considered as:

a. A residential project which exceeds 50 (existing code=20) total dwelling units; or

b. A non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area.

3

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

Staff recommend APPROVAL of the amendment to Sec. 125-313.

Alternative:

Recommend approval with modification.
or
Recommend disapproval.

4

ORDINANCE NO. 24-008

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII – SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-313 – MAJOR AND MINOR SITE PLAN APPLICATION TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the site plan application process regulates the approval of development through the major and minor site plan application process; and

WHEREAS, the existing thresholds of major and minor site plan applications require a substantial number of applications to be directed through the major site plan application process, causing additional timeline and cost to be incurred by property owners seeking to redevelop property; and

WHEREAS, on October 9, 2023, the City Commission directed staff to move ahead with proposed changes to the major and minor site plan thresholds; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 4 to 2 to recommend approval of the request.

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

SECTION 1. Section 125-313 of the City of Fort Pierce Code of Ordinances is hereby amended so the same shall read as follows:

Sec. 125-313. Major and minor site plan application.

(a) *Major site plans.*

(1) *General.* A major site plan is one which is:

a. A residential project which exceeds 50 ~~20~~total dwelling units; or

b. A nonresidential or mixed-use development over 10,000 ~~4,000~~ square feet in area.

(2) *Pre-application conference required.* Prior to filing for major site plan review, the developer and/or consultant shall meet with the city planning department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(3) *Submittal requirements.*

a. *Application.* Application forms for any site plan review shall be available from the city planning department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a site plan, and by any other information required by the city planning department.

b. *Vicinity map.* The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.

c. *Site plan.* A site plan shall include, at minimum, the following items. The planning director shall have the discretion to request additional information, studies, or plans dependent on the nature of the development being proposed.

1. Name, location, owner, and designer/consultant of the proposed development.

2. Present zoning for subject site.

3. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties as well as access and traffic flow for both vehicular and pedestrian traffic.

4. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

5. Area, dimensions, and boundaries of the site.
6. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.
7. Location of existing telephone and power poles and access to utilities and points of utility hookups.
8. Location and dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all parking areas, as well as interior and immediately adjoining streets, at levels consistent with this Code.
9. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).
10. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.
11. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.
12. Location of dumpsters with details of any enclosures.
13. Locations, general dimensions, and uses of all buildings and structures, including overhangs, porches, balconies and building heights.
14. A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:
    (i) Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions;
    (ii) Retention areas and exfiltration systems;
    (iii) Length, width, depth, and direction of flow for all canals and ditches;
    (iv) Storm sewers and appurtenances;
    (v) Contour lines at one-foot intervals; and
    (vi) A note indicating that all storm drainage facilities shall conform to chapters 32 and 121 and the Standard Specifications adopted by the city commission on February 13, 1973, as amended.
15. A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:

(i) Demonstration of compliance with the coastal construction control line established pursuant to F.S. ch. 161;

(ii) All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the state department of natural resources;

(iii) No construction which threatens the stability of the primary dune or beach itself shall be permitted;

(iv) No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;

(v) Demonstration of dune restoration measures conforming to the requirements of the state department of natural resources.

16. A design review plan which meets the requirements of section 125-314.

17. For residential, hotel, motel, bed and breakfast, mobile home park, or other comparable use site plans:

(i) Tabulation of gross acreage.

(ii) Tabulation of density.

(iii) Number of dwelling units proposed.

(iv) Location and percent of total open space and recreation areas.

(v) Percent of lot covered by buildings.

(vi) Floor area of dwelling units.

(vii) Number of proposed parking spaces.

(viii) Street layout.

(ix) Layout of mobile home stands (for mobile home parks only).

(x) Stormwater management plan.

(xi) Recreation facility locations.

(4) *Technical review committee.* Once review has been completed, the city planning department shall then route the application to each reviewing department and other agencies that are part of the technical review committee or are determined necessary for intergovernmental review. Each reviewer shall then submit written comments to the city planning department by the technical review committee's meeting date. The technical review committee shall be held on the third Thursday of each month where comments from reviewing departments and other agencies shall be used to determine whether the

application complies with the requirements of this Code or if revisions or additional information is needed in order to proceed.

(5) *Planning board.* Once the city planning department has determined the application is ready to proceed, the department will prepare a staff report and recommendation for consideration by the city planning board. Notice of the public hearing shall be consistent with section 125-37.

(6) *City commission.* The city planning department will prepare a staff report and recommendation for consideration by the planning board. The planning board may choose to approve, with or without conditions, deny, or table the item. In no case, however, may a major site plan proceed to city commission without action from the planning board. Notice of the public hearing shall be consistent with section 125-37.

(7) *City commission public hearing.*

a. At the public hearing, the city commission shall hear from all interested parties regarding whether the major site plan application complies with the requirements of this Code. The city commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the city planning department, and the comments presented to the planning board and city commission.

b. The city commission may choose to approve the major site plan, with or without conditions, deny the site plan, withdraw the site plan, or continue the public hearing.

c. During the public hearing, the city commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.

(b) *Minor site plan.*

(1) *General.* A minor site plan is one which is:

a. A single-family, duplex, triplex, townhouse, multi-dwelling building, manufactured home, or multifamily residential project of between two and 50 ~~20~~ units, inclusive; or

b. A nonresidential or mixed-use development under 10,000 ~~4,000~~ square feet in area.

(2) *Pre-application conference.* Prior to filing for minor site plan review, the developer and/or consultant shall meet with the city planning department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. The planning director may

have the option to waive the pre-application conference for any minor site plan application.

(3) *Submittal requirements.* Application forms for a minor site plan review shall be available from the city planning department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a site plan, and by any other information required by the city planning department. The vicinity map and site plan shall be submitted in compliance with subsection (a)(3) of this section.

(4) *Technical review committee.* Once review has been completed, the city planning department shall then route the application to each reviewing department and other agencies that are part of the technical review committee or are determined necessary for intergovernmental review. The minor site plan application shall be reviewed consistent with subsection (a)(4) of this section.

(5) *Action on minor site plan.* The city planning department shall determine if the minor site plan is either in compliance or not in compliance with this Code and ready to proceed.

a. If in compliance, and there are no outstanding documents, actions, or information needed, the minor site plan shall be deemed approved.

b. If not in compliance, the planning director shall specify the reasons therefor, how the application may be brought into compliance, and convey this information to the applicant. Within 180 days of said conveyance the applicant may submit documents, actions, or information to comply with the requirements. In this event, the compliance review recommendation of the department shall be amended accordingly. If an application does not achieve compliance within the 180 days referenced above, the entire application shall be void.

SECTION 2. 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 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

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. 24-008 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st, 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Sec 123-Major-Minor Site Plan Thresholds

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLAN THRESHOLDS

CAO RLS FILE: RLS 24-65

DATE: MARCH 6, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the draft Ordinance. I have provided a Track Changes and Clean Copy version. The Clean Copy version is approved as to form and correctness.

Should you disagree with any of the suggested changes or desire any additional changes, please let me know.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, MARCH 11, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort 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. Prior to the issuance of Building Permit approval, a Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024, 03/31/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$844.80	
Order No:	9961803	# of Copies:
Customer No:	1126026	0
PO #:	24-006 07 08	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT TO
CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, will hold two PUBLIC HEARINGS on the proposed Ordinances at their meetings on Monday, April 1st, 2024, at 5:05 p.m. and on Monday, April 15th, 2024 at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-006 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-006) allows fences to be erected on property adjacent to railway or railroad right of way up to a maximum height of 8 feet.

ORDINANCE 24-007 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-007) removes the requirement for a landscape bond at final certification of occupancy and to require a landscape maintenance agreement at time of site plan approval and to require an annual landscape inspection.

ORDINANCE 24-008 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-313. – MAJOR AND MINOR SITE PLAN APPLICATION, TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-008) increases the thresholds for requiring a major site plan application for residential projects from 20 dwelling units to 50 dwelling units and for non-residential or mixed-use development from 4,000 square feet in area to 10,000 square feet in area.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk
Publish: 03.17.2024 and 03.31.2024

TR-38976058

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

Meeting Date: 04/15/2024

Re: Ordinance No.24-009 Amending the FY 2022-2023 General Fund Budget

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 24-009 - Final Budget Amendment of the FY 2022-23 General Fund Budget. SECOND READING

SUMMARY:

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approve the budget amendment ordinance.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

OTHER INFORMATION:

Final Budget Amendment

Attachments

24-009

Exhibit A

City Atorney memo

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:57 PM
Form Started By: Johnna Morris		Started On: 03/20/2024 12:50 PM

Final Approval Date: 04/02/2024

ORDINANCE NO. 24-009

AN ORDINANCE **AMENDING THE 2022-23 BUDGET** OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2022-23 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The Budget of the City of Fort Pierce, Florida for the year 2022-23 be amended by increasing or decreasing various items as set out in the schedule, hereto attached as Exhibit A and made a part hereof and designed as the 2022-23 final budget amendment and that the City Manager and Director of Finance are hereby instructed and directed to transfer said funds to said accounts and increase and decrease in conformity with said schedule.

SECTION 2. 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 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall become effective upon passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)

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. 24-009 was duly advertised by title only in the St. Lucie News Tribune on March ___, 2024; 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 April 1, 2024; and was duly introduced, read by title only, and passed on second and final reading on April 15, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the ____ day of April, 2024.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2022-2023

General Fund Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
Taxes	29,065,162	1,147,657		30,212,819	3.95%
Licenses and Permits	619,700	108,756		728,456	17.55%
Inter-Government Revenue	7,519,000	1,875,031		9,394,031	24.94%
Charges for Services	572,150	177,633		749,783	31.05%
Fines and Forfeitures	244,000	107,644		351,644	44.12%
Miscellaneous Revenues	2,859,606	292,262		3,151,868	10.22%
Interfund Transfers	4,513,914		1,650,680	2,863,234	36.57%
Enterprise Contributions	7,619,114	114,307		7,733,421	1.50%
Other Financing Sources	0			0	0.00%
Fund Balance Appropriation	0	796,216		796,216	0.00%
Restricted Revenue	(600,000)			(600,000)	0.00%
Totals	52,412,646	4,619,506	1,650,680	55,381,472	**5.66%**

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2022-2023

General Fund Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
City Commission	282,397	18,731		301,128	6.22%
City Manager	905,148	86,472		991,620	8.72%
City Attorney	800,490		70,939	729,551	9.72%
City Clerk	456,682	19,163		475,845	4.03%
Human Resources	631,173	166		631,339	0.03%
Finance	1,166,994		78,220	1,088,774	7.18%
IT	2,112,491		396,090	1,716,401	23.08%
Purchasing	376,350		10,022	366,328	2.74%
Planning	797,514		62,336	735,178	8.48%
Code Enforcement	2,027,331		495,302	1,532,029	32.33%
Police	16,988,810	893,879		17,882,689	5.00%
PW/Director's Office	141,355	43,111		184,466	23.37%
PW/Fleet Maintenance	826,553	6,639		833,192	0.80%
PW/Facilities Maintenance	1,252,470	320,387		1,572,857	20.37%
PW/Parks & Grounds	2,531,138	303,173		2,834,311	10.70%
PW/Streets & Drainage	2,422,759	290,869		2,713,628	10.72%
Engineering	1,644,724		147,000	1,497,724	9.81%
Liesures Services	511,094		48,034	463,060	10.37%
Administrative	16,537,174	2,294,179		18,831,353	12.18%
Totals	52,412,646	4,276,769	1,307,943	55,381,472	**5.66%**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JOHNNA MORRIS, FINANCE DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ORDINANCE NO.24-009 AMENDING THE 2022-2023 GENERAL FUND BUDGET

CAO RLS FILE: 24-136

DATE: MARCH 28, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance. I have provided a Track Changes and a Clean Copy version for your utilization. The Clean Copy is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/22/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/22/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$121.44	
Order No:	9959602	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0073946	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, April 1, 2024 and Monday, April 15, 2024 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-009 - AN ORDINANCE AMENDING THE 2022-23 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2022-23 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
March 22 2024
LSAR0073946

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

Meeting Date: 04/15/2024

Re: Ocean Village Pickleball

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

POSTPONED FROM MARCH 18, 2024 Quasi-Judicial Hearing - Review and approval of an application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

SUMMARY:

- The proposed development will include a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements. The courts will consist of asphalt surfacing with 12-foot, 10-foot, and 6-foot-tall fencing, and surrounding buffer landscaping. The applicant submits that as the courts are to be utilized by residents only that additional parking is not required. However, if the courts are to be utilized by non-residents, then the consideration of an appropriate parking ratio should be applied.

- On September 7, 2021, the City Commission of the City of Fort Pierce approved a Site Plan (Development Review and Design Review) to construct a 6,426 square foot clubhouse with racquet courts. Following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) Pickleball Courts in a different area in order to make every effort to minimize potential noise impacts to the closest residents. This Major Site Plan application is the result of that reconsidered design and siting based on a sound study by an acoustic specialist, PSM LLC Pickleball Sound Mitigation, which is included in this Major Site Plan submittal as background and support for the Major Site Plan at the request of Staff. The applicant states that this Pickleball amenity has been designed to meet and exceed the City of Fort Pierce Code of Ordinances Sound Level Limitations (Section 26-40) for Residential Uses. While Section 26-40 sets a residential threshold of 60dB between the hours of 7:00 am and 11:00 pm, it was the POA's direction to the acoustic specialist to design the courts to not exceed 50dB at the units nearest the proposed courts. The proposed site plan, landscaping and court buffering materials meet that higher standard, as discussed in the submitted sound study by PSM LLC.

- Ocean Village is a 40.02-acre gated planned community with approximately 3,500 feet of beach frontage consisting of condominiums and single-family homes. Ocean Village offers 24-hour security, a Par-3 9-hole executive golf course, tennis courts, heated

swimming pools, a jacuzzi, sauna, fitness center, card room, and a library with WI-FI. The proposed clubhouse replaced the existing approximately 3,455-square foot clubhouse and proposed to provide a new court covering. The proposed site improvements included the removal of the existing building and asphalt, as well as the construction of the new 6,426 square foot clubhouse with modifications to parking, lighting, and water and sewer to serve the new building.

- The proposed pickleball courts total approximately 9,990 square feet. Per City Code Section 125-313. – Major and Minor Site Plan Application (b); a nonresidential or mixed-use development over 4,000 square feet in area is considered a Major Site Plan. Therefore, this site plan amendment application qualifies as a Major Site Plan Amendment.

- Staff have received several objections from residents which express concern over the type of noise and disturbance generated by activities generated by Pickleball. The City has initiated a comprehensive review of the existing noise ordinance through a consultant, who has been advised of the complaints and issues raised.

RECOMMENDATION:

The proposed Major Site Plan Amendment (Development) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. All activities at the pickleball courts shall comply with the City's Noise regulations at all times.
2. Should the use of the courts hereby approved be extended to non-residents then prior to such use an appropriate parking study shall be submitted to the Planning Department for assessment of an appropriate parking ratio. Should the parking analysis prove the requirement, then additional parking shall be permitted and built prior to non-residents being granted access.
3. The noise attenuation panels and associated support fencing shall be maintained and remain in place at all times that the courts are in use.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Staff Report Supporting Documents
Application and Supporting Documents
Intervenor Application and Packet
Public Notice Certification
Proof of Publication
Proof of Publication #2
Site Plan for Electronic Signature
Applicant Additional Evidence
Intervenor Additional Evidence 1
Intervenor Additional Evidence 2
Staff Additional Evidence - updated presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/29/2024 02:08 PM

Form Started By: Vennis Gilmore
Started On: 02/28/2024 12:42 PM
Final Approval Date: 03/18/2024

CITY OF FORT PIERCE

CITY COMMISSION

March 18th, 2024

Ocean Village Pickleball Amenity – Major Site Plan Amendment (Development Review) – 2400 S. Ocean Drive

REPRESENTATIVE

Leslie Olson, AICP, Principal, District Planning Group

PROPERTY OWNER(S)

Ocean Village POA

PARCEL ID #:
2507-321-0001-000-5

SUMMARY

Request for review of an application for a Major Site Plan Amendment (Development Review) to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements.

BACKGROUND

The courts will consist of asphalt surfacing with 12-foot-tall fencing, and surrounding buffer landscaping. The applicant submits that as the courts are to be utilized by residents only that additional paring is not required. However, if the courts are to be utilized by non-residents, then the consideration of an appropriate parking ratio should be applied.

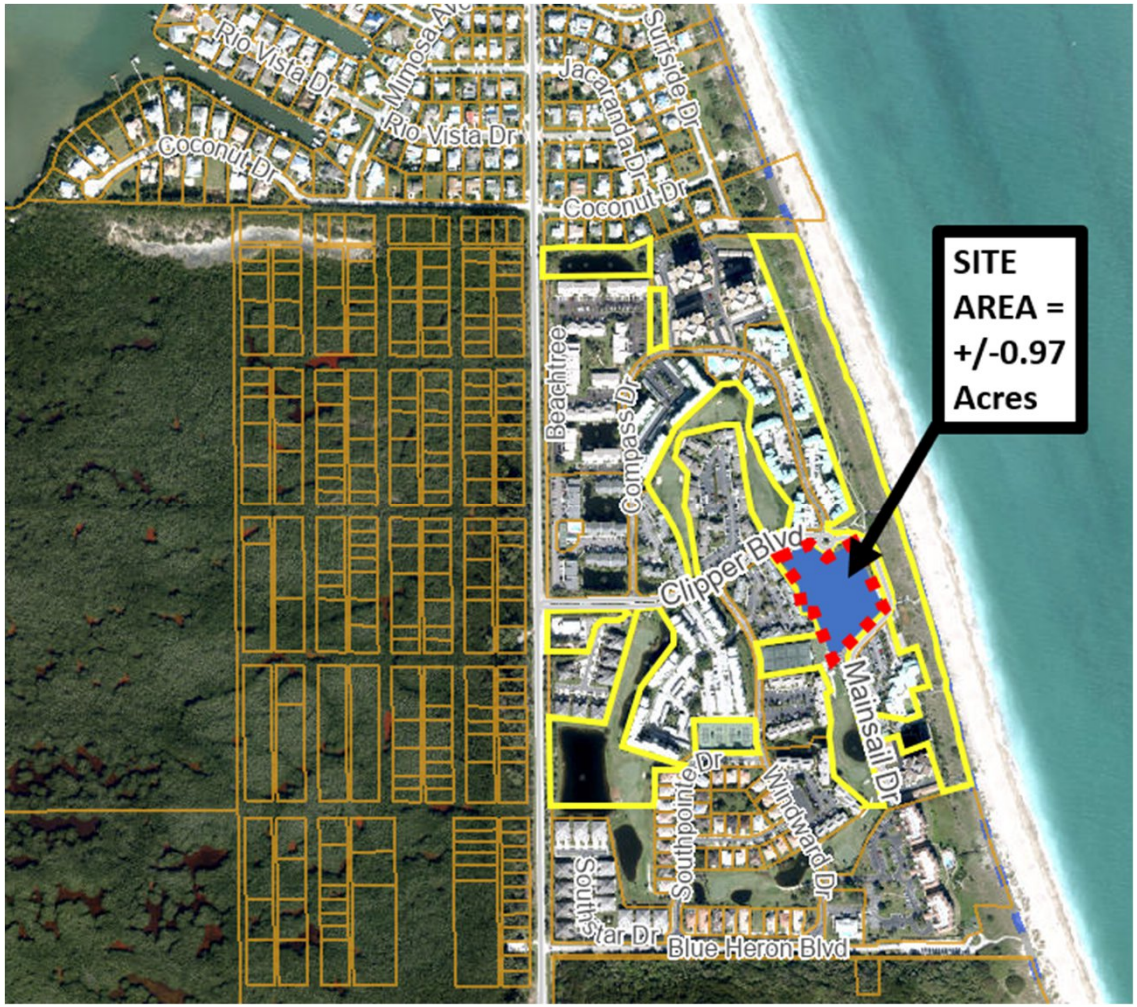
On September 7, 2021, the City Commission of the City of Fort Pierce approved a Site Plan (Development Review and Design Review) to construct a 6,426 square foot clubhouse with racquet courts. Following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) Pickleball Courts in a different area in order to make every effort to minimize potential noise impacts to the closest residents. This Major Site Plan application is the result of that reconsidered design and siting based on a sound study by an acoustic specialist, PSM LLC Pickleball Sound Mitigation, which is included in this Major Site Plan submittal as background and support for the Major Site Plan at the request of Staff. This Pickleball amenity has been designed to meet and exceed the City of Fort Pierce Code of Ordinances Sound Level Limitations (Section 26-40) for Residential Uses. While Section 26-40 sets a residential threshold of 60dB between the hours of 7:00 am and 11:00 pm, it was the POA's direction to the acoustic specialist to design the courts to not exceed 50dB at the units nearest the proposed courts. The proposed site plan, landscaping and court buffering materials meet that higher standard, as discussed in the sound study by PSM LLC.

STAFF DETERMINATION

The proposed pickleball courts total approximately 9,990 square feet. Per City Code Section 125-313. – Major and Minor Site Plan Application (b); a nonresidential or mixed-use development over 4,000 square feet in area is considered a Major Site Plan. Therefore, this site plan amendment application qualifies as a Major Site Plan Amendment.

Staff have received several objections from residents which express concern over the type of noise and disturbance generated by activities generated by Pickleball. The City has initiated a comprehensive review of the existing noise ordinance through a consultant, who has been advised of the complaints and issues raised.

SITE LOCATION



SITE AREA= +/- 0.97 Acres

EXISTING FLU - ZONING

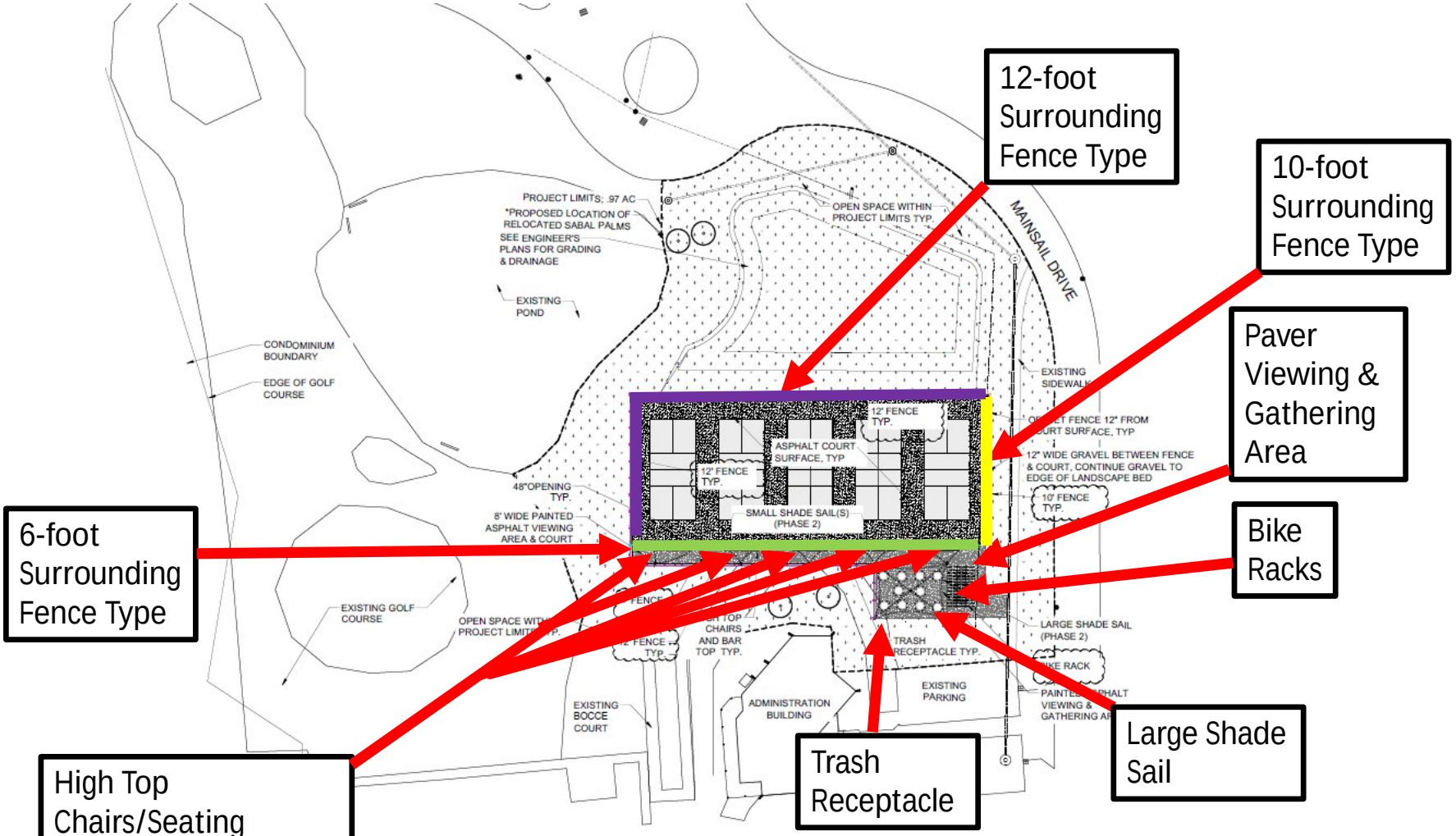
FLU: HIR, Hutchinson Island Residential

Zoning: R-4A, Hutchinson Island Medium Density Residential Zone



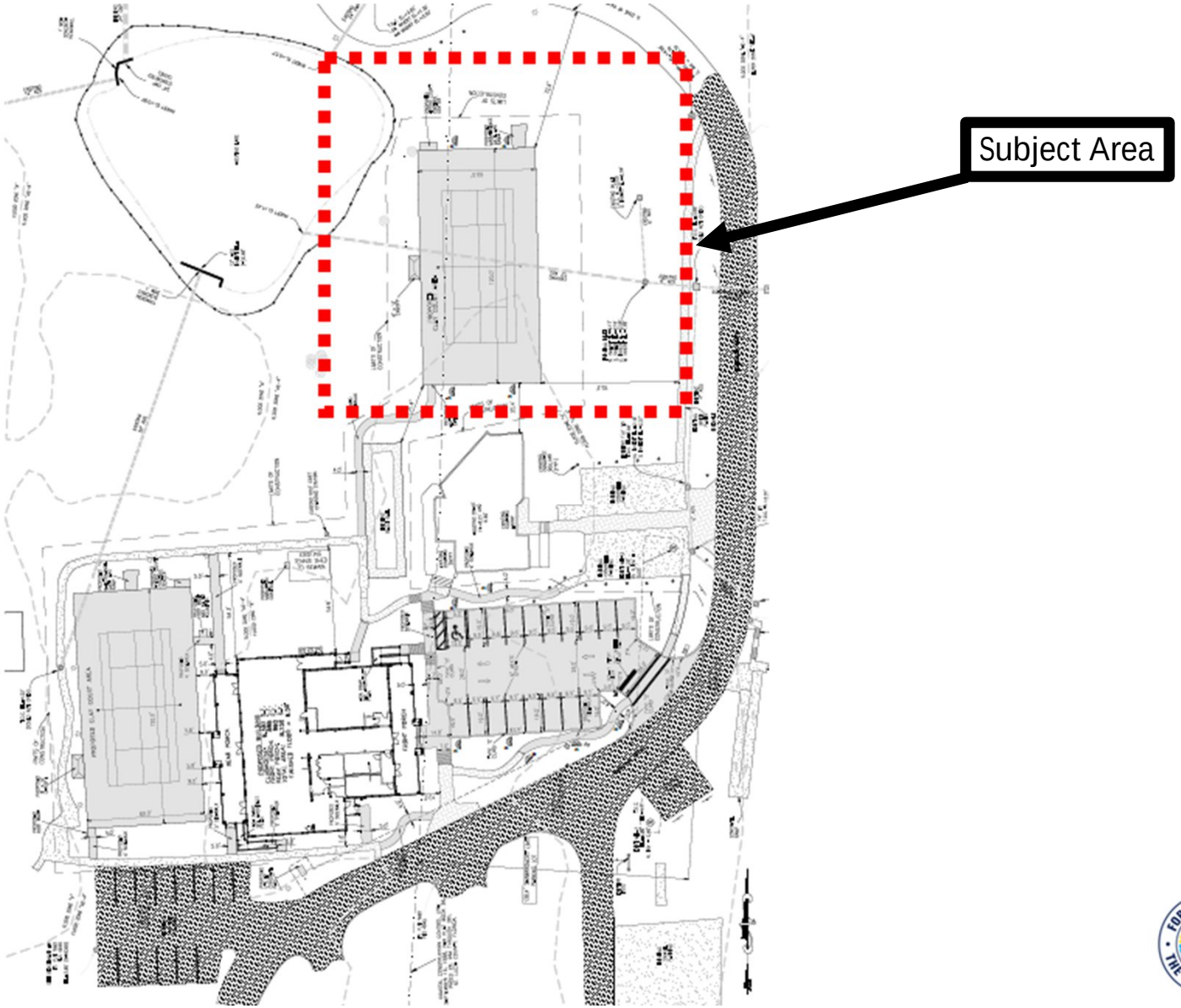
Ocean Village Pickleball Amenity – Major Site Plan Amendment (Development Review)

SITE PLAN


12-foot Surrounding Fence Type
10-foot Surrounding Fence Type
Paver Viewing & Gathering Area
Bike Racks
6-foot Surrounding Fence Type
High Top Chairs/Seating With Small Shade Sails (Phase 2)
Trash Receptacle
Large Shade Sail
PROJECT LIMITS: .97 AC
*PROPOSED LOCATION OF RELOCATED SABAL PALMS
SEE ENGINEER'S PLANS FOR GRADING & DRAINAGE
EXISTING POND
CONDOMINIUM BOUNDARY
EDGE OF GOLF COURSE
OPEN SPACE WITHIN PROJECT LIMITS TYP.
MAINSAIL DRIVE
EXISTING SIDEWALK
12' FENCE TYP.
ASPHALT COURT SURFACE, TYP
12" WIDE GRAVEL BETWEEN FENCE & COURT, CONTINUE GRAVEL TO EDGE OF LANDSCAPE BED
10' FENCE TYP.
48"OPENING TYP.
8' WIDE PAINTED ASPHALT VIEWING AREA & COURT
SMALL SHADE SAIL(S) (PHASE 2)
EXISTING GOLF COURSE
OPEN SPACE WITH PROJECT LIMITS TYP.
HIGH TOP CHAIRS AND BAR TOP TYP.
TRASH RECEPTACLE TYP.
LARGE SHADE SAIL (PHASE 2)
BIKE RACK
EXISTING PARKING
ADMINISTRATION BUILDING
EXISTING BOCCE COURT
N
W
E
S

ORIGINAL APPROVED MAJOR SITE PLAN





LANSCAPE PLAN

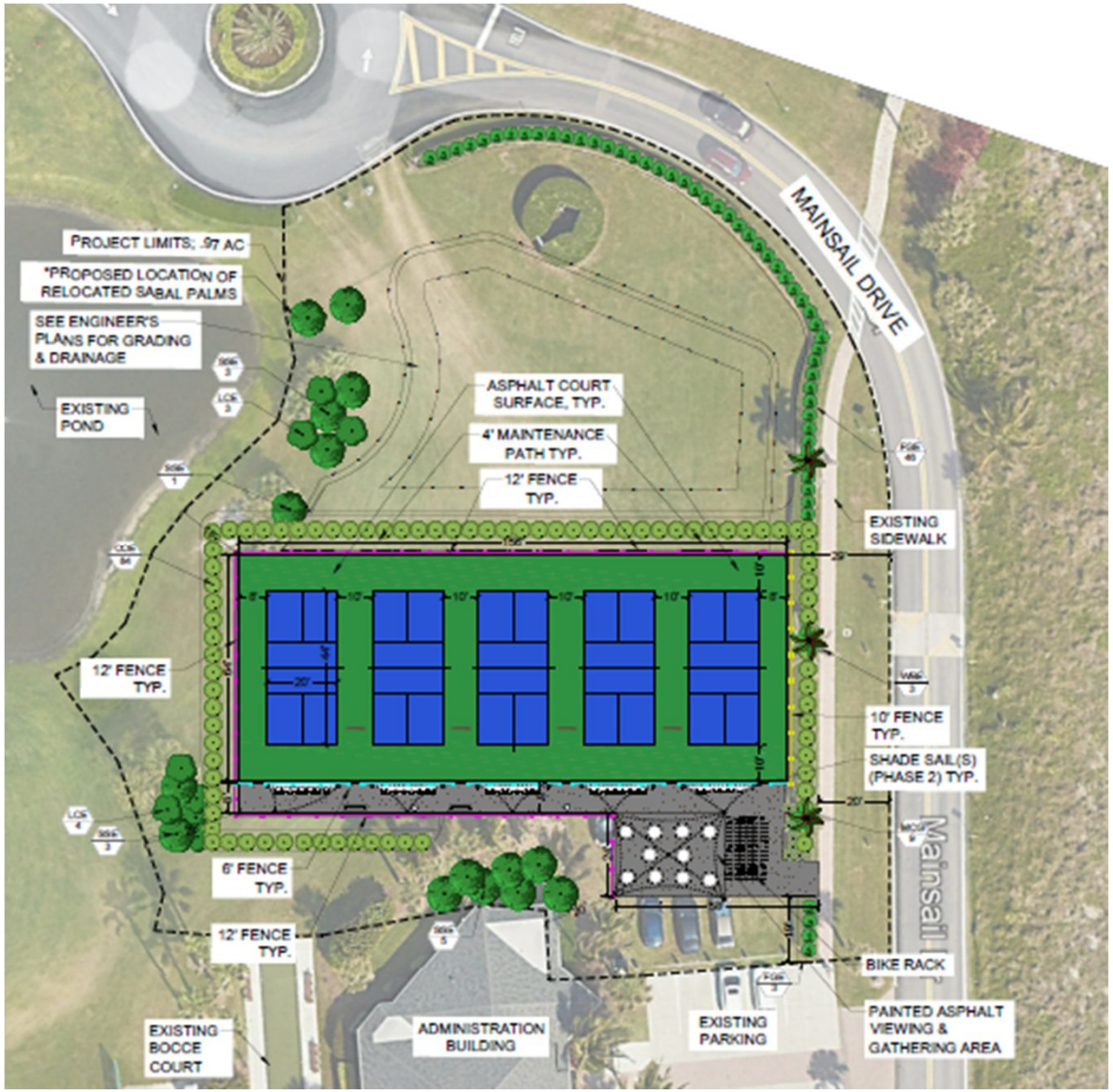
Plant List

Trees to remain:
7 Chinese Fan Palm
12 Cabbage Palmetto
3 Foxtail Palm

Shrubs to remain:
50 Green Island Ficus

New Shrubs:
84 Green Buttonwood
9 Pink Muhly

Ground Covers:
St. Augustine



TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Major Site Plan Amendment with the three (3) Staff recommended conditions, at their February 12th, 2024 meeting.

CONCERNS OF OCEAN VILLAGE RESIDENTS

Planning Staff has received eleven (11) emails from residents in opposition, as well as phone calls with the follow common concerns:

- Residents told subject site is protected and will never be developed
- Believe that property values will decrease
- Potential buyers of housing are requesting not to be near pickleball amenities
- No guarantee that the COFP noise ordinance will not be exceeded
- Aesthetics of the 12-14 foot opaque fence
- Pickleball does not belong in residential areas
- Multiple pickleball courts across the country shut down for exceeding noise ordinances and litigation
- Litigation has ensued across the US
- Obstruction of ocean views
- The plan should not be approved until the City's noise ordinance is amended
- The PSM LLC noise study states a plan to adhere to 50DBA (average)- not a maximum of 50DB. Clarification is needed from the consultant who did the study as to whether the design is for 50DBA, or LMAX as claimed in the application.
- The additional run off from the courts adds to the flooding in Ocean Village, no details or costs are provided for flood mitigation for the extra 9,990 of sealed asphalt proposed to be added
- The sound study recommends a 14 foot fence not a 12 foot fence.
- The application did not include the final sound study with full recommendations dated December 8, 2023, only the draft November 13, 2023.
- The courts were not moved to accommodate the residents due to results of the noise study. The courts were moved to be closer to the community center at the convenience of the players.
- Installing sound absorbing panels may work for 1st Floor residents but doesn't protect the above ground floors from the sound traveling north.

Sec. 26-43. - Noises prohibited, unnecessary noise standard, required.

- (a)Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.

- A recent ordinance passed by the City of Centennial, Colorado, which bans any new pickleball courts from being built at less than 250 feet from residences. (a physical copy has been provided to the Planning Board)

APPLICANT RESPONSE

An updated Pickleball Sound Analysis Final Report, dated December 8, 2023, has been provided to the Planning Board.

CONDITIONS OF APPROVAL

1. All activities at the pickleball courts shall comply with the City's Noise regulations at all times.
2. Should the use of the courts hereby approved be extended to non-residents then prior to such use an appropriate parking study shall be submitted to the Planning Department for assessment of an appropriate parking ratio. Should the parking analysis prove the requirement, then additional parking shall be permitted and built prior to non-residents being granted access.
3. The noise attenuation panels, and associated support fencing shall be maintained and remain in place at all times that the courts are in use.

RECOMMENDATION

The proposed Major Site Plan Amendment (Development Review) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends APPROVAL of the requested application with three (3) conditions.

ALTERNATIVE MOTIONS

1. Modified Approval.

or

2. Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

March 18th, 2024

Ocean Village Pickleball Amenity – Major Site Plan Amendment (Development Review) – 2400 S. Ocean Drive

OPPOSITION EMAIL #1

To Mayor Linda Hudson and Ft. Pierce City Commissioners,

We live in Ocean Village. The unit we chose was based on the beautiful views and sounds of ocean waves all day. In fact, we've been told it was the original model unit and we paid dearly for the amenities of peace and quiet and stunning scenery. We were told the green space out the front of all our windows was protected and never to be built on. There is no room in our home where we don't see it.

There is a small percentage of people who want to develop this space into a pickleball complex, destroying our experiences here, as well as many, many neighbors. Countless units will be impacted. Our property values will decrease. Already buyers have turned away from nearby available units saying " they don't want pickleball courts out their windows". No one wants to hear the sound of pinging and large crowds of people right out their windows. None can guarantee for sure the Ft. Pierce noise ordinance will NOT be exceeded, and a 14 ft high opaque fence surrounding the courts will be aesthetically ugly. Instead of a view of the ocean over a park like setting, owners will be looking at a green box. Additionally, Ocean Village covenants specifically say that the right to peace and quiet cannot be disturbed.

Pickleball does not belong in residential areas. Cities all over the country are finding themselves in litigation, with multiple courts shut down for sound violations. The worst thing that could happen for both Ocean Village and Ft. Pierce is that these courts will be paid for and built, then shut down for non-compliance and police complaints. Or litigation that very well may arise. And everyone knew ahead and had documented evidence that these risks were present.

In summary, I ask that you please reconsider allowing courts to be built in an area that is 50 ft from the shoreline with serious flooding issues and extremely close to the front of many homes with no guarantee that both flooding and pickleball noise will be successfully mitigated. The majority of residents who live here are NOT in favor of paving paradise for a game played by a small minority of owners. It is absurd to think the health and wellbeing of those who live nearby is less important, especially when the city has provided courts a short stroll down the road.

Respectfully,
Hallie Pals
Capstan 131

OPPOSITION EMAIL #2

My name is Richard Pals. I am a Florida resident and I live in Ocean Village.

I do not want you to have the impression that a majority of the people in OV want new pickleball courts . It is my belief that the majority of the people do not feel that way. Several of our Board Members are pickle ball players and they voted this for our entire community and people are not happy. The obvious reasons are the constant noise and aesthetics

The disturbance of having multiple pickle ball courts so close to homes within a neighborhood is devastating to the people who live nearby. They deserve to have peace and quiet like they always have.

I am not against pickle ball. But I do think it is important how they are built and where they are built.
Ocean Village is just a few blocks away from wonderful Jaycee park. There is plenty of room for multiple Pickle ball courts and and plenty of parking spaces. There is room for growth there and room for spectator bleachers.

I hope that you will keep these thoughts in mind when considering permitting pickle ball courts in Ocean Village, thank you.

Sincerely,
Richard Pals

OPPOSITION EMAIL #3

Dear Mr. Freeman:

I am writing to request your denial of the permit to build five pickleball courts on the Ocean Village property. This very controversial matter is NOT supported by a majority of residents due to several issues that negatively impact our properties - the high decibel noise, the destruction of the view of the ocean which is less than 50 feet away, the creation of a "wire cage box" and plastic sheeting eyesore and overall disruption of the peace. In addition those of us who have property nearby feel that our property's value will decrease and make it difficult to sell. I have experienced this with one of my properties that I have been trying to sell. I fear this construction/use will lead to calls to police due to noise and liability to the City if these courts are allowed to be built. I ask for your "Vote NO" on granting a permit for the pickleball courts in Ocean Village.

Thank you.
Sincerely,
Nancy Barsotti

OPPOSITION EMAIL #4

Hello,

We are writing to you to express our opposition to the permit Ocean Village is trying to obtain to build five pickleball courts within a residential area.

This attached layout shows the placement of the courts, along with seating for up to 70 people. Each court will have seating at the south side, and an additional ten tables for waiting players and spectators. We believe it is unlikely that there is another residential area within the city that allows upwards of 90 people to gather daily outside of a city park.

More disturbing is letter that was sent out by the OV Pickleball Committee, where they are requesting assistance from owners and renters to persuade the board to go forward. They state that as per a review of court reservations, ladder participation and round robin attendance, indicates that they have 200 or more players each day. The North Field has been undeveloped for 50 years and is peaceful and serene. To think that 200 people will now be 180 feet east from my lanai, from 8 am till dusk, seven days a week is frightening. The boisterous, yelling and hollering from the participants will certainly violate the COFP Nuisance Ordinance (Section 24-19, 24-20, 24-21). And though we do not dispute the health benefits, why should one's health benefits be detrimental to others? The continuous impulsive recreational noise will affect all residences that surround the courts and the POA board has shown no consideration for them. The Ocean Village POA feels that if they install sound absorbing panels, that it will mitigate the noise. Though that may work for first floor units, but all sound that travels upwards and outwards will affect units on the second floor, such as ours. Even Bob Unetich, owner of GigaHertz, LLC., who is providing the sound study, has stated this on his Meta page, Pickleball Sound Mitigation. I am sure this contradicts the sound study report he provided the Ocean Village POA.

It has been recently suggested that players use noise mitigating paddle and balls. It was stated that since this equipment is not "tournament approved" that it could not be used. Why should a residential area have to be concerned with those who are looking to participate in tournaments? Additionally, the POA would never be able to police quieter paddles.

Along with the other attachments, we have included the recent ordinance passed by the City of Centennial, Colorado, which bans any new pickleball courts from being built at less than 250 feet from residences. The city has acknowledged that though pickleball provides opportunities for people to exercise and socialize, they also recognize that "neighborhoods matter" and are looking to ensure that neighborhoods and residents enjoy a reasonable quality of life, health, and safety. The International Municipal Lawyers Association has added it to their April 2024 Mid-Year Seminar (attached, page 3) as it "presents a thoroughly evaluated and comprehensive approach".

As you work through the process of updating Chapter 26 – Offenses and Miscellaneous Provisions, Article II – Noise of the City's Code of Ordinance we request that pickleball noise be included. Though continuous impulsive sounds and the sheer quantity of independent popping noises and persistent exposure are not a part of a current COFP ordinance, we ask that it not be overlooked and be considered as part of the new code. With foreseen changes to be made to the current ordinance, wouldn't it be prudent to delay the approval of the permit until the new ordinance is thoroughly reviewed and passed?

We hope the attachments gives you a better understanding of why we are against these courts, and you take into consideration the effect the unique noise produced as part of pickleball play will have in a residential area.

Thank you,
Lara & Jim Sturniolo
2400 S. Ocean Drive, V323

OPPOSITION EMAIL #5

Hi All,

There is a City of Fort Pierce Planning Board meeting Monday Feb 12 at 2 pm at Riverwalk Center
on the application for approval of the Pickleball courts (details in this email and link to the City site).

Please attend!

There are several errors in the submissions that need to be pointed out at the meeting:

1. NO- the plan does not meet the fort pierce noise ordinance specifically section 26-43(see below)

2. These courts should not be approved until after the new noise ordinance is ratified

3. No- the courts were not moved based on input from the sound study. The sound study was finalised on December 8 2023. This statement is false and misleading. Only after the planning board confirmed in writing that the original permit could not be used, did the Pickleball players then move the courts to where they would prefer them, ie closer to the New Community Center. The number of courts was reduced because of budget, not to appease owners.

4. The application is misleading-

1. the sound study recommends 14 foot fences not 12. The plan is to install a 14 foot enclosure, adding two feet extenders to a 12 foot fence in order to provide adequate noise reduction and reduce cost. No engineering structural analysis has been provided that this is adequate, or for the foundation required to do so.

2. The PSM LLC noise study states a plan to adhere to 50DBA (average)- not a maximum of 50DB. Clarification is needed from the consultant who did the study as to whether the design is for 50DBA, or LMAX as claimed in the application.

5. The additional run off from the courts adds to the flooding in Ocean Village, no details or costs are provided for flood mitigation for the extra 9,990 of sealed asphalt proposed to be added

****

OPPOSITION EMAIL #5 (continued)

****

-
-
- Section 26-43 of the Fort Pierce noise Ordinance:
- No
- this is not met and specifically excluded by Bob Unetich in his report and in the board updates. Section 26-43 of the Fort Pierce noise ordinance states: Noises prohibited, unnecessary noise
-

(a) Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.

(b) With the exception of those exemptions provided by state law, noises prohibited by this section are unlawful notwithstanding the fact that no violation of this article is involved and notwithstanding the fact that the activity complained about is exempted in this article.

(c) A sound level meter or sound level reading shall not be necessary for the enforcementof this section.

Bob Unetich publicly states *"No one is claiming that the barriers can reduce the pitch which is the 1200 Hz frequency of a garbage truck backup. No one is claiming that the barriers can take away the impulsiveness that triggers the human flight or fight response. No one is claiming that the barriers can reduce the pop rate of 15 pops per minute for each court, applied for many hours a day, every day." (that is 40,500 pops a day)* The board guaranteed in several meetings that "no courts would be built unless an acoustic engineer was hired to provide a plan that would guarantee us meeting the Fort Pierce Sound Ordinance- not just a portion of it. - Mr Unetich should be asked if his plan is guaranteed to meet the ordinance in full including 26-43.

OPPOSITION EMAIL #6

Dear Kevin,

My name is Jay Lentz. I am writing this note for me and my wife, Julia. We are asking that you please do not approve the application for Pickleball courts at Ocean Village. I can assure you that this will disrupt our well-being, health and serenity at our home in Ocean Village. The existing noise ordinance is very clear to protect citizens from such disruption. In this case nearly 50,000 pops a day of continuous impulses at a very high frequency plus the noise from a very excited audience watching the games.

We have read the application and want to make sure that you and your staff are aware of major omissions and false hoods in this application.
The courts were not moved to accommodate us due to results of the noise study. How can that be when the study was published December 2023, and the location of these courts was proposed in the spring of 2023. The courts were moved to be closer to the community center at the convenience of the players.

No – the plan does not meet the Fort Pierce noise ordinance, specifically, section 26–43.
The application did not include the final sound study with full recommendations dated December 8, 2023, only the draft November 13
The application shows a 12 foot fence, the noise study recommends 14 foot fences, north and south, and 12 foot east and west.
Our board has not shared details of any flood mitigation that is planned to offset the 9900 additional sealed asphalt that is planned.
My wife and I live in the CAPSTAN 100 building, which is directly facing the north green space where the pickle ball courts would be located.
We beg you to deny this application and not review any potential reapplication until the new noise ordinance is approved that will hopefully not allow courts less than 250 or 500 feet from residences like hours.

Thank you,
Jay and Julia Lentz.

OPPOSITION EMAIL #7

Hello,

We are writing to you to express our opposition to the permit Ocean Village is trying to obtain to build five pickleball courts within a residential area.

This attached layout shows the placement of the courts, along with seating for up to 70 people. Each court will have seating at the south side, and an additional ten tables for waiting players and spectators. We believe it is unlikely that there is another residential area within the city that allows upwards of 90 people to gather daily outside of a city park.

More disturbing is letter that was sent out by the OV Pickleball Committee, where they are requesting assistance from owners and renters to persuade the board to go forward. They state that as per a review of court reservations, ladder participation and round robin attendance, indicates that they have 200 or more players each day. The North Field has been undeveloped for 50 years and is peaceful and serene. To think that 200 people will now be 180 feet east from my lanai, from 8 am till dusk, seven days a week is frightening. The boisterous, yelling and hollering from the participants will certainly violate the COFP Nuisance Ordinance (Section 24-19, 24-20, 24-21). And though we do not dispute the health benefits, why should one's health benefits be detrimental to others? The continuous impulsive recreational noise will affect all residences that surround the courts and the POA board has shown no consideration for them. The Ocean VillagThough that may work for first floor units, but all sound that travels upwards and outwards will affect units on the second floore POA feels that if they install sound absorbing panels, that it will mitigate the noise. , such as ours. Even Bob Unetich, owner of GigaHertz, LLC., who is providing the sound study, has stated this on his Meta page, Pickleball Sound Mitigation. I am sure this contradicts the sound study report he provided the Ocean Village POA.

It has been recently suggested that players use noise mitigating paddle and balls. It was stated that since this equipment is not "tournament approved" that it could not be used. Why should a residential area have to be concerned with those who are looking to participate in tournaments? Additionally, the POA would never be able to police quieter paddles.

Along with the other attachments, we have included the recent ordinance passed by the City of Centennial, Colorado, which bans any new pickleball courts from being built at less than 250 feet from residences. The city has acknowledged that though pickleball provides opportunities for people to exercise and socialize, they also recognize that "neighborhoods matter" and are looking to ensure that neighborhoods and residents enjoy a reasonable quality of life, health, and safety. The International Municipal Lawyers Association has added it to their April 2024 Mid-Year Seminar (attached, page 3) as it "presents a thoroughly evaluated and comprehensive approach".

As you work through the process of updating Chapter 26 – Offenses and Miscellaneous Provisions, Article II – Noise of the City's Code of Ordinance we request that pickleball noise be included. Though continuous impulsive sounds and the sheer quantity of independent popping noises and persistent exposure are not a part of a current COFP ordinance, we ask that it not be overlooked and be considered as part of the new code. With foreseen changes to be made to the current ordinance, wouldn't it be prudent to delay the approval of the permit until the new ordinance is thoroughly reviewed and passed?

We hope the attachments gives you a better understanding of why we are against these courts, and you take into consideration the effect the unique noise produced as part of pickleball play will have in a residential area.

Thank you,

Lara & Jim Sturniolo

2400 S. Ocean Drive, V323

OPPOSITION EMAIL #8

Dear Kevin,

We are owners in Ocean Village 2400 South Ocean Drive in Fort Pierce. Our unit looks directly out onto what today is a beautiful green space, golf course and the dunes. We wake up to the sound of the ocean, that is why we bought here and the joy of my life in Fort Pierce. We have included pictures of our view as well as the correct measurements of the proposed courts to the property line.

I have read the application and want to make sure that you and your staff are aware of major omissions and falsehoods in this application:

The acoustic study done in November 2023 by OV BOD is questionable:

1) The 250ft is wrong. The study measured point A from the Capstan building walls, to point B the center of the courts to artificially make it look as though it's farther than it is. I personally measured from the property line (the sidewalk in front of Capstan 100) to the closest edge of the proposed courts using palm trees as landmarks and came up with 164 foot (plus or minus 5 ft). The Fort Pierce ordinance specifically says it should be measured from the property line and I have reviewed other cities that measure from the court edge.

2) The board is promising owners a 50db limit and using this also to convince the city to accept their plan. In the event the proposed sound mitigation does not mitigate to 50db, especially with 75 plus people at the courts every morning, who is to police this level when the city's "impulse noise" level is 70db? This becomes a lie to the owners just to get support for the inadequate plan.

3) I do not see sound mitigation mats on the city plans. Where are they? In the event of a hurricane, what is the protocol for removal? If removed I assume the courts will be closed during that time as well? IF they are not designed to be removed, then why does the fence design not look like it is designed to withstand hurricane winds with 12-14 foot mats on them...essentially walls?

LAST, I have been told that the city has received several nuisance complaints from the pickleball courts at Jaycee Park and may have to consider shutting those down. Why would the city allow for more courts to be built within a HIMed density residential area?

I implore you to deny this application and to not review any potential reapplication until the new noise ordinance is approved- that will hopefully not allow such courts less than 250 from residences like ours.

Regards!
Latina Brown

Allen Reinwasser
2400 S Ocean Dr, C121
Fort Pierce, FL 34949

OPPOSITION EMAIL #9

Dear Kevin,

I don't understand why the city would issue a new construction Permit 4 pickleball courts in ocean village. When there is such a controversy about it here. I'm not sure that you are Seeing A request for a Project with an accurate sound mitigation Report. The report calls for A14 foot, high fence, and their request is for a 12 foot High Fence . The city has wonderful pickle ball Courts just a Few blocks away at j c park with ample parking And bathroom facilities and plenty of room for more Courts . I also think it is premature to grant to permit before the city has it's new Sound ordinance. Thank you for your consideration, I am a resident of Fort Pierce. resident of Fort Pierce and ocean village.

Richard pals

OPPOSITION EMAIL #10

I am a full time resident of Ocean Village for the last 7 years and am very dismayed at the possibility of paved courts being placed on our valuable green space. With the drainage issues we have living on a barrier island, this area holds thousands of gallons of rain water. To pave this are with no real solution as to where the rain water runoff will go, will be detrimental to all residents. Secondly it will be impossible to place a fence with a tarp like sound barrier within 200 ft of the ocean that can withstand frequent high winds or hurricane winds. There is no feasible way to insure the safety of our residents unless a solid wall that is hurricane proof is installed.
Lastly, below are just some of the discrepancies in the application.
I urge you to consider the safety and peaceful way of life that we have enjoyed all these years and never allow this to be approved at any time. Thank you for your consideration

1. The courts were not moved to accommodate us due to results of the noise study. How can that be when the study was published Dec 2023, and the location for these courts was proposed in the spring of 2023The courts were moved to be closer to The Community Center at the convenience of the players.
2. NO- the plan does not meet the fort pierce noise ordinance specifically section 26-43
3. The application did not include the final sound study with full recommendations dated December 8, 2023, only the draft dated November 13.
4. The application shows a 12 foot fence, the noise study recommends 14 foot fences north and south and 12 foot east and west

Our board has not shared details of any flood mitigation that is planned to offset the 9,900 additional sealed asphalt that is planned.

Sent from Chris Savino unit 7615 Ocean Village.

OPPOSITION EMAIL #11

Hello Mr. Freeman:

Thank you for taking a moment to read my letter.

I would like to ask that you NOT approve the application for Ocean Village pickleball courts due to some factual errors on the application and also due to the City revising the noise ordinance not currently in place.

There are several errors in the submissions of the permit that I would like to point out:

1. the plan does not meet the fort pierce noise ordinance specifically section 26-43(see below)
2. We ask that these courts not be approved until after the new noise ordinance is ratified
3. The courts were NOT moved based on input from the sound study. The sound study was finalized on December 8 2023. This statement is false and misleading. Only after the planning board confirmed in writing that the original permit could not be used, did the pickleball players then move the courts to where they would prefer them, i.e. closer to the New Community Center. *The number of courts were reduced because of budget, not to appease owners.*
4. The application is misleading-
    1. the sound study recommends 14 foot fences not 12. The plan is to install a 14 foot enclosure, adding two feet extenders to a 12 foot fence in order to provide adequate noise reduction and reduce cost. No engineering structural analysis has been provided that this is adequate, or for the foundation required to do so.
    2. The PSM LLC noise study states a plan to adhere to 50DBA (average)- not a maximum of 50DB. Clarification is needed from the consultant who did the study as to whether the design is for 50DBA, or LMAX as claimed in the application.
5. The additional run off from the courts adds to the flooding in Ocean Village, no details or costs are provided for flood mitigation for the extra 9,990 of sealed asphalt proposed to be added

OPPOSITION EMAIL #11 (continued)

- Section 26-43 of the Fort Pierce noise Ordinance: * This is not met and specifically excluded by Bob Unetich in his report and in the board updates. Section 26-43 of the Fort Pierce noise ordinance states: Noises prohibited, unnecessary noise
  (a) Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.
  (b) With the exception of those exemptions provided by state law, noises prohibited by this section are unlawful notwithstanding the fact that no violation of this article is involved and notwithstanding the fact that the activity complained about is exempted in this article.
  (c) A sound level meter or sound level reading shall not be necessary for the enforcement of this section.

Bob Unetich (sound engineer) publicly states *"No one is claiming that the barriers can reduce the pitch which is the 1200 Hz frequency of a garbage truck backup. No one is claiming that the barriers can take away the impulsiveness that triggers the human flight or fight response. No one is claiming that the barriers can reduce the pop rate of 15 pops per minute for each court, applied for many hours a day, every day." (that is 40,500 pops a day)* The board guaranteed in several meetings that "no courts would be built unless an acoustic engineer was hired to provide a plan that would guarantee us meeting the Fort Pierce Sound Ordinance- not just a portion of it. - Mr Unetich should be asked if his plan is guaranteed to meet the ordinance in full including 26-43.

****

I would like to also add that we hope that the City of Fort Pierce is proactive and are following other communities lead when requiring pickleball to be located at least 350 feet from residences.

As an example:

Green Mountain Recreation Center in Lakewood CO, closed all pickleball courts permanently on July 1, 2021. " the courts were installed prior to the release of industry standards and best practices that require courts to be a minimum of 350 feet from neighboring residential areas"

Thank you for looking out for the citizens of Fort PierceJ

Carol Smetanka

OPPOSITION EMAIL

OPPOSITION EMAIL

OPPOSITION EMAIL

OPPOSITION EMAIL

CITY OF FORT PIERCE
PLANNING DEPARTMENT

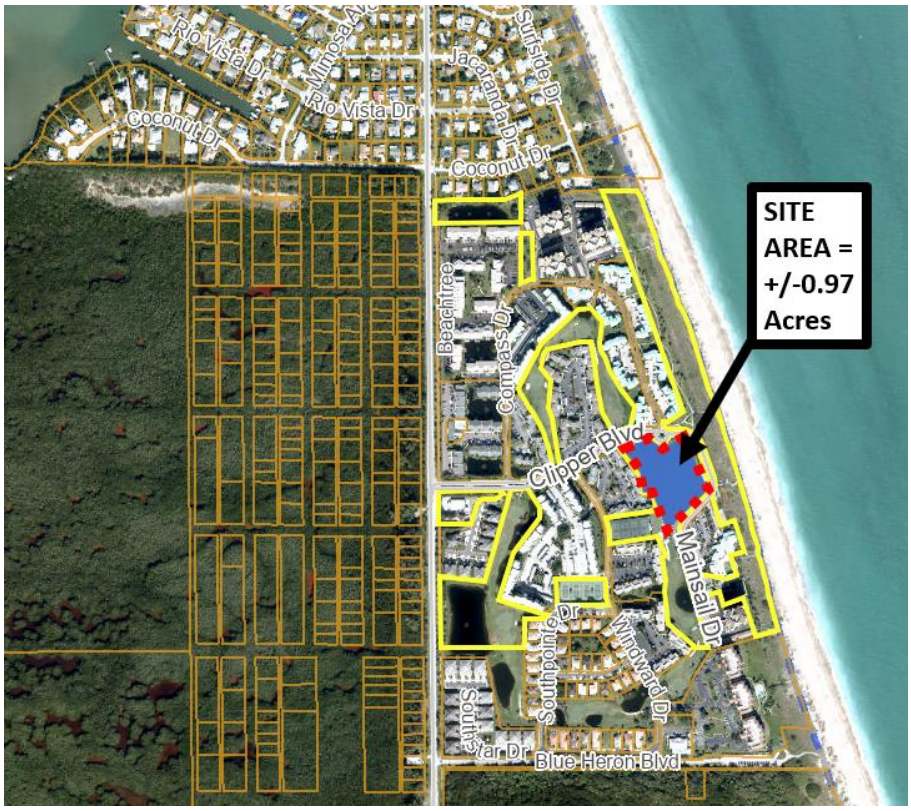
PROJECT: OCEAN VILLAGE PICKLEBALL AMENITY – MAJOR SITE PLAN AMENDMENT (DEVELOPMENT REVIEW)

REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: MARCH 18, 2024

STAFF REPORT

Owner:	Ocean Village POA
Applicant/Representative:	Leslie Olson, AICP, Principal, District Planning Group
Requested Action:	Major Site Plan (Development Review)
Location:	2400 South Ocean Drive
Parcel IDs:	2507-321-0001-000-5
Current Zoning:	R-4A, Hutchinson Island Medium Density Residential Zone
Future Land Use:	HIR, Hutchinson Island Residential





Surrounding Zoning:

North	East	South	West
R-1	Atlantic Ocean	OS-2	Conservation Land

Site Area:
+/- 0.97 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request
Request for review of an application for a Major Site Plan Amendment (Development Review) to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements.

Project Summary
The proposed development will include a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements. The courts will consist of asphalt surfacing with 12-foot, 10-foot, and 6-foot-tall fencing, and surrounding buffer landscaping. The applicant submits that as the courts are to be utilized by residents only that additional parking is not required. However, if the courts are to be utilized by non-residents, then the consideration of an appropriate parking ratio should be applied.

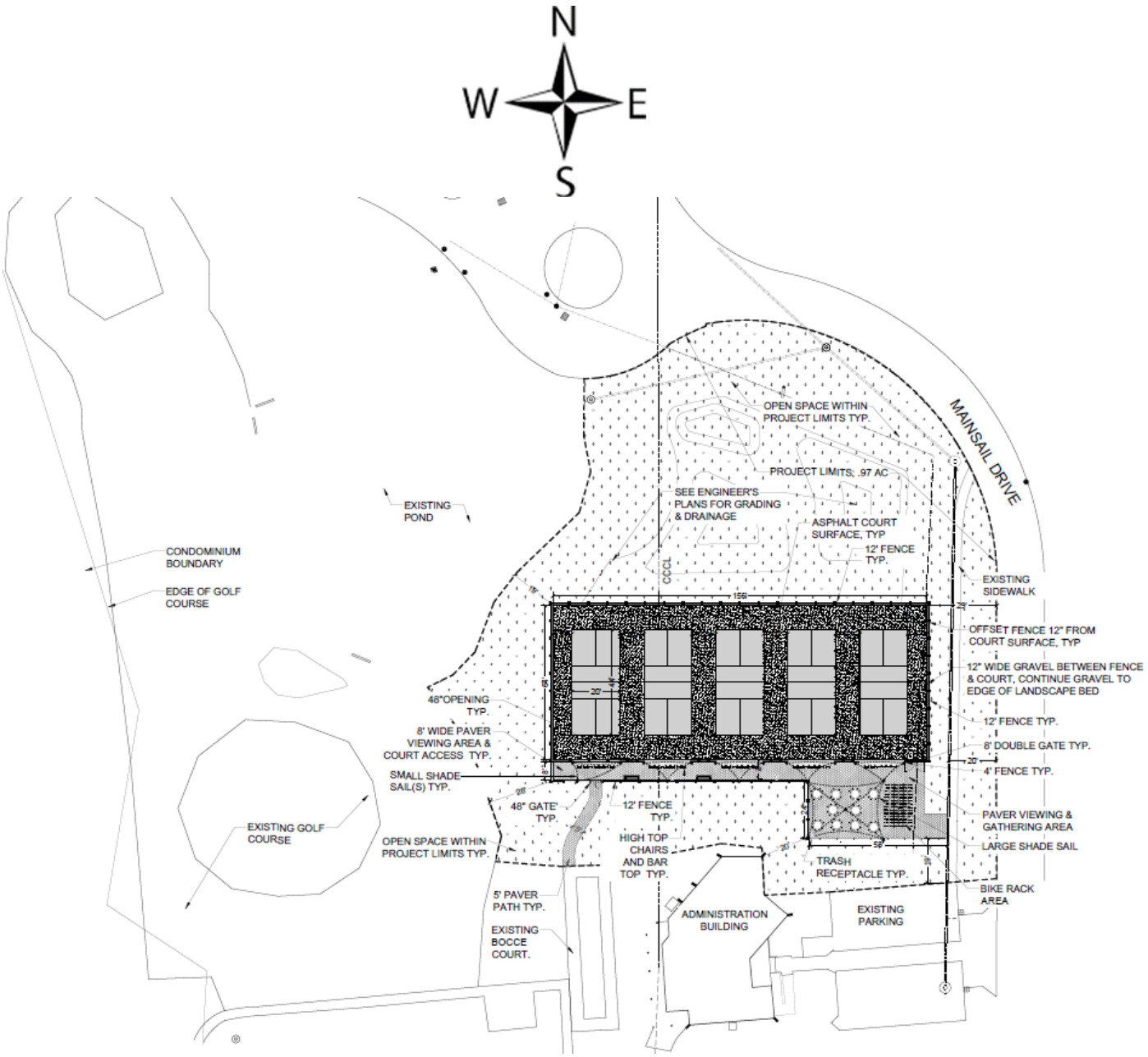
On September 7, 2021, the City Commission of the City of Fort Pierce approved a Site Plan (Development Review and Design Review) to construct a 6,426 square foot clubhouse with racquet courts. Following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) Pickleball Courts in a different area in order to make every effort to minimize potential noise impacts to the closest residents. This Major Site Plan application is the result of that reconsidered design and siting based on a sound study by an acoustic specialist, PSM LLC Pickleball Sound Mitigation, which is included in this Major Site Plan submittal as background and support for the Major Site Plan at the request of Staff. This Pickleball amenity has been designed to meet and exceed the City of Fort Pierce Code of Ordinances Sound Level Limitations (Section 26-40) for Residential Uses. While Section 26-40 sets a residential threshold of 60dB between the hours of 7:00 am and 11:00 pm, it was the POA's direction to the acoustic specialist to design the courts to not exceed 50dB at the units nearest the proposed courts. The proposed site plan, landscaping and court buffering materials meet that higher standard, as discussed in the sound study by PSM LLC.

Ocean Village is a 40.02-acre gated planned community with approximately 3,500 feet of beach frontage consisting of condominiums and single-family homes. Ocean Village offers 24-hour security, a Par-3 9-hole executive golf course, tennis courts, heated swimming pools, a jacuzzi, sauna, fitness center, card room, and a library with WI-FI. The proposed clubhouse replaced the existing approximately 3,455-square foot clubhouse and proposed to provide a new court covering. The proposed site improvements included the removal of the existing building and asphalt, as well as the construction of the new 6,426 square foot clubhouse with modifications to parking, lighting, and water and sewer to serve the new building.

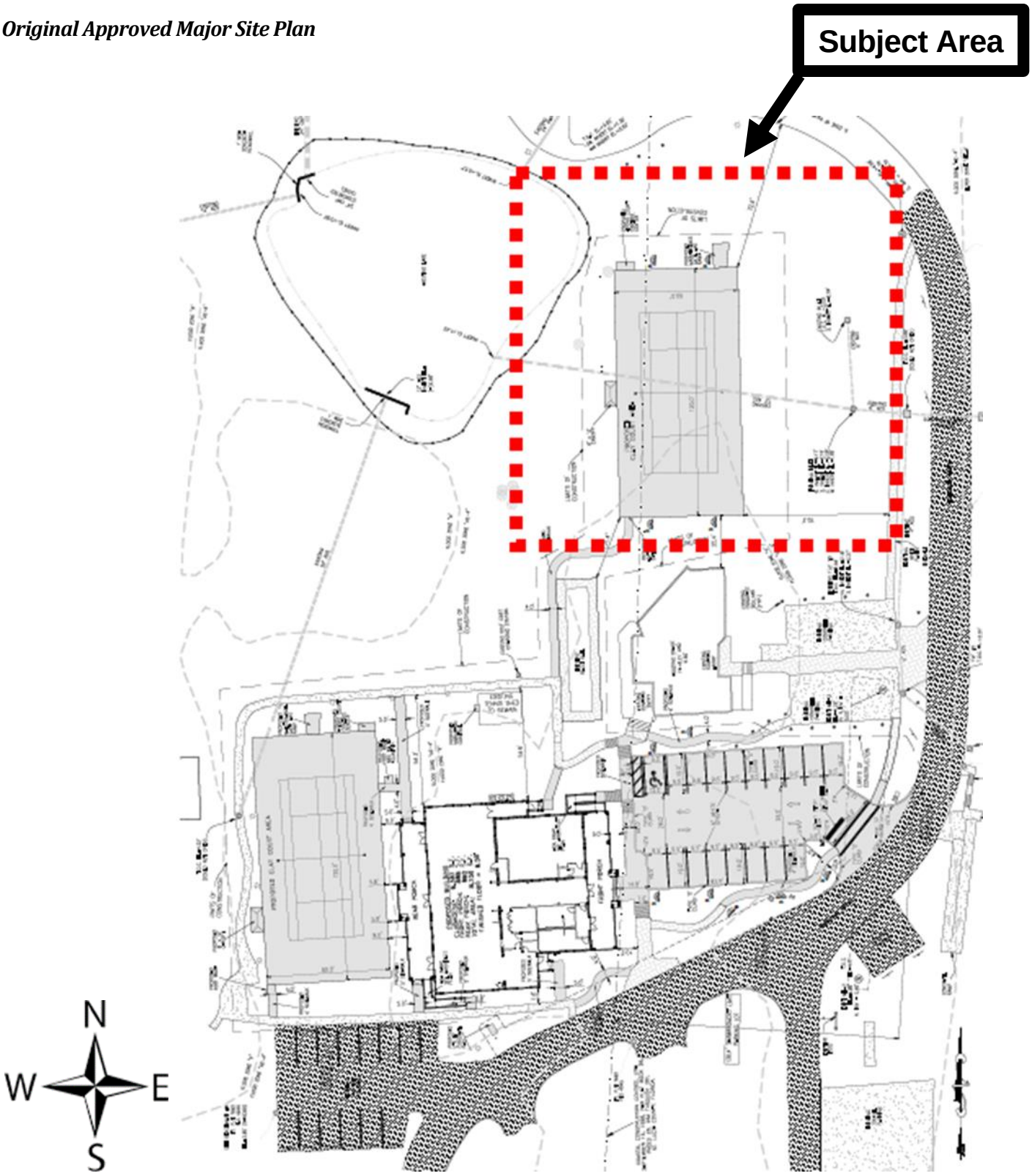
The proposed pickleball courts total approximately 9,990 square feet. Per City Code Section 125-313. – Major and Minor Site Plan Application (b); a nonresidential or mixed-use development over 4,000 square feet in area is considered a Major Site Plan. Therefore, this site plan amendment application qualifies as a Major Site Plan Amendment.

Staff have received several objections from residents which express concern over the type of noise and disturbance generated by activities generated by Pickleball. The City has initiated a comprehensive review of the existing noise ordinance through a consultant, who has been advised of the complaints and issues raised.

Proposed Major Site Plan Amendment



Original Approved Major Site Plan



Existing Conditions

The site is currently vacant land. The subject parcel has a total of approximately 0.97 acres. The site is surrounded by vacant land to the north, west, and east and an administration building to the south.

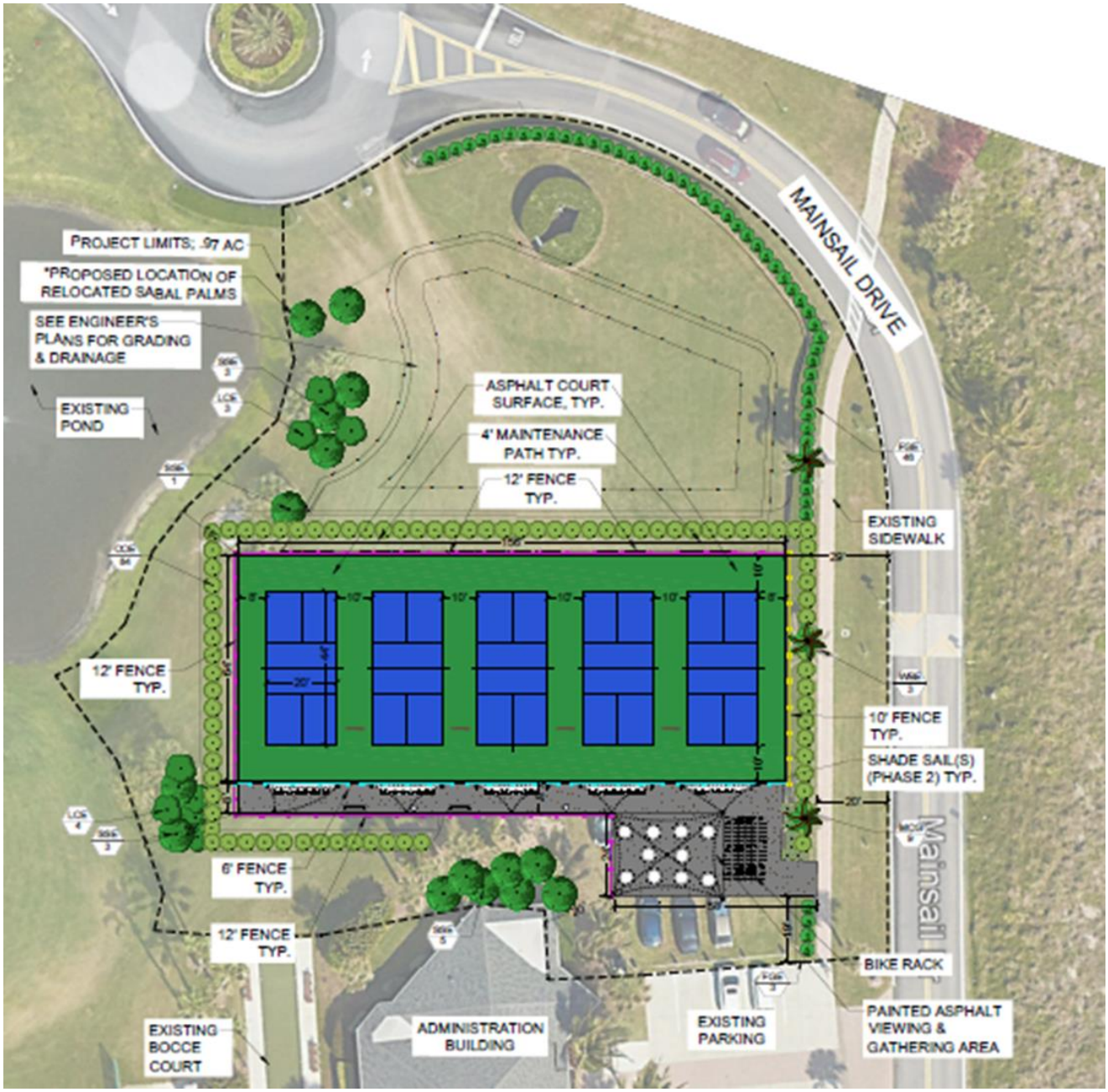
Stormwater Retention & Landscaping
Stormwater Retention

Please see stormwater drainage plan on the conceptual civil plans provided with this submittal.

Landscaping

All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation. All new landscaping shall be provided with 100% irrigation coverage.

The overall landscape plan is provided on Sheet LA-1; detailed landscape plans are provided on Sheet LA-1, and the Project plant list is provided on Sheet1 LA-1.



Plant List
Trees to remain:
7 - Chinese Fan Palm
12- Cabbage Palmetto
3 - Foxtail Palm

Shrubs to remain:
50 Green Island Ficus

New Shrubs:
84 Green Buttonwood
9 Pink Muhly

Ground Covers:
St. Augustine

Comprehensive Plan
The subject property is designated with an HIR, Hutchinson Island Residential future land use. The designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The previous "Medium Density Residential Hutchinson Island (Rmhi)" has been renamed.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code.

Fort Pierce Engineering Department
See attached document.
Fort Pierce Building Department
See attached document.
St. Lucie County Planning Department
No comments received.
St. Lucie County PW/Engineering
No comments received.
Fort Pierce Police Department
No comments received.
City Clerk Office
No comments received.
Code Enforcement
No comments received.
Fort Pierce Utilities Authority
See attached document.
St. Lucie County Fire District
No comments received.
Florida Department of Transportation
No comments received.
St. Lucie County School Board
No comments received.
St. Lucie Transportation Planning Organization
No comments received.

Full findings and comments from review by the corresponding departments, and the responses and plan amendments by the applicant are provided for consideration by the Planning Board.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Major Site Plan Amendment with the three (3) Staff recommended conditions, at their February 12th, 2024 meeting.

Staff Recommendation:
The proposed Major Site Plan Amendment (Development) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. All activities at the pickleball courts shall comply with the City's Noise regulations at all times.
2. Should the use of the courts hereby approved be extended to non-residents then prior to such use an appropriate parking study shall be submitted to the Planning Department for assessment of an appropriate parking ratio. Should the parking analysis prove the requirement, then additional parking shall be permitted and built prior to non-residents being granted access.
3. The noise attenuation panels, and associated support fencing shall be maintained and remain in place at all times that the courts are in use.

D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, FEBRUARY 12, 2024, IN FORT PIERCE RIVERWALK CENTER, 600 NORTH INDIAN RIVER DRIVE, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Ms. Carter entered the meeting at 2:15 PM.

Present: Nichelle Clemons; Justine Carter; Uline Daniel; Alexander Edwards; Anton Kreisl; John Heaning; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Assistant Planning Director
Ryan Alitzer, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the January 8, 2024 meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the January 8, 2024, meeting.

AYE: Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. Conditional Use - Mixed-Use Family Indoor Entertainment Center - 111 Orange Avenue

Mr. Freeman provided an overview of the application and answered questions from the Board on parking and preventing an arcade from coming in. He stated the staff initiated application is for a property located within the C-4 Zoning district which does not permit Arcade Amusement Centers and Amusement Arcades by right. Mr. Freeman noted the City Commission did not want downtown proliferated with arcades, which are essentially gambling locations. Mr. Freeman said staff recognized the differentiation between amusement arcades, which give prizes and cash, and family-based entertainment, which is aimed at younger children and families, which includes video games, skeeball, bowling games, simulated sports and ancillary eating facilities. Mr. Freeman explained the Florida State Statute supports 'Family Amusement Centers' and restricts the types of games and machines therein. Mr. Freeman stated the City Commission directed staff to move forward with the Conditional Use to allow family amusement centers in order to increase foot traffic downtown. Mr. Freeman said the Future Land Use is Central Business District (CBD), which supports a mix of uses and is typical in a downtown area, and the C-4 Zoning permits mixed use and indoor entertainment. Mr. Freeman also noted that Family Entertainment Centers restricts gambling machines.

Mr. Kreisl asked how the Conditional Use is being defined. Mr. Freeman explained a code change would be introduced that allows the use without a Conditional Use. He said this was spoken about at state level along with a lot of other changes. Because the use is not listed in the code, the Conditional Use is needed specifically for this one location. Both the Planning Board and City Commission will need to narrow down the locations for Family Amusement Centers in the future. Mr. Freeman stated the Conditional Use is tied to the property and the city will keep an eye out to make sure it does not turn into an arcade. Mr. Freeman explained the Conditional Use will be mute once the existing definition in the code is amended, and a new definition is created and added to the use table.

Steve Tarr, property owner, stated the City Commission discussed this at the February 5, 2024, meeting, and it is basically a housekeeping issue to allow Family Entertainment Centers in the city. Mr. Tarr answered questions from the Board on parking. He stated there is ample parking downtown and some parking spots in the lot next to his building will be set aside for the amusement center. He recommends using the parking garage when spending at least three (3) hours at the entertainment center.

Mr. Heaning asked about security in the building. Mr. Tarr stated there is video surveillance around the building and having security in the building has not been discussed. Mr. Tarr noted the Stuart Family Amusement Center location, owned by the prospective tenant, has never had to call the police.

Carlos Soto, a member of the public, asked for the occupancy of the building. Mr. Freeman stated the occupancy is set by the fire department and an inspection is needed for the building license.

Dave Strothmann, a member of the public, stated there was a Family Funplex where he lived in Colorado that was a great establishment with a bowling alley and laser tag. He highlighted there was never any trouble and it was well lit. Mr. Strothmann said he would like to see something like this in Fort Pierce.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission with the following two conditions:

1. Only skill-based amusement games or machines are permitted as described by Florida State Statute 546.10 and shall not include; a. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps. b. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player. c. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state. d. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.
2. Window tinting, mirrored windows, or other obscuring elements are prohibited to be installed on/at any display windows connected to the approved use

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Chairman Frank Creyaufmiller

Passed

b. **Site Plan (Development and Design Review) - Viva East - 5315 Edwards Road and 5496 Altman Road**

This item was moved to 6c.

Mr. Altizer gave an overview of the application. The application is for a 206 unit rental community consisting of one, two, and three-bedroom duplexes. Viva West is the sister project to Viva East. Both communities will share access to amenities. The site plan leaves the 8.20-acre wetlands preserved, providing an additional 2.5 acres of upland ecosystems adjacent to the wetlands as a buffer, which will be preserved through a conservation easement. The proposed development is located on a parcel with a Future Land Use of Medium Density Residential (RM) and a Zoning of Medium Density Residential(R-4). The proposed 206 units is far below the allotted 10 units per acre (397 units) allowed in the zoning district. The site area is approximately 39.70 acres. Mr. Altizer answered questions from the Board on bus routes, conservation easements, and a school bus turn around.

Charman Creyaufmiller stated he was concerned about the traffic flow at the round about. He said the walk from Viva West to use the amenities at Viva East is an unimproved area and the developer should provide a path for pedestrian and bicycle traffic. Chairman Creyaufmiller was also concerned with the number of parking spaces needed for the amenity area, since most residents from Viva West will be driving to use the amenities. He noted there is no connection to the property. Chairman Creyaufmiller suggested making the architectural elements look better instead of being bland and plain.

Mr. Altizer explained that sidewalks will be put in on Jenkins Road and Edwards Road and there will be an additional 20 parking spaces in front of the community center.

Francarlos Rivera from TEG Developers, stated at the last Planning Board meeting that the Planning Board imposed a sidewalk at both Viva West and Viva East for cross connection. He said the sidewalk is becoming complicated because of the infrastructure.required and substantial stormwater improvements. He noted the sidewalk will be ripped up by St. Lucie County, and they do not have the entire right-of-way for Jenkins Road. Mr. Rivera said it will have to be a meandering path that will ultimately be changed.

He is looking for something that is not cost prohibitive as the cost of the sidewalks are substantial. Mr. Rivera explained that after the city approval process a separate review application with St. Lucie County is required to look into the Jenkins Road improvements.

Mr. Kreisl said the developer should not waste money building sidewalks that are going to impede the larger needs of the county and ultimately be ripped out. Mr. Kreisl said the crossing intersection is unsafe because there is no stop sign going north to south and there is no crosswalk. At a minimum, there should be a 3-way stop with a crosswalk. Mr. Kreisl said paying for an amenity that is a quarter mile away is an inherent problem due to the layout. He stated, even with the road improvements, it is too far for residents to walk from Viva West to Viva East. He said it is crucial to have ample parking spaces in the immediate plan because half the residents will drive to the amenities.

Mr. Rivera said he is open to adding parking, but it is substantial at Viva East. He highlighted 409 spaces are required, and they have 459 spaces and there are additional parking spaces near the amenities. Mr. Rivera answered questions from the Board on the construction timeline between the two sites, charging stations, dumpster location, number of units in Viva West, maximum occupancy of amenity center, and other communities that share amenities.

Mr. Freeman stated that Viva West was approved by the City Commission, and they were given the option of a payment in lieu of adding another sidewalk after the right-of-way is established.

Board discussion ensued on installing sidewalks, payment in lieu of building sidewalks, adding sidewalks to property the developer does not own, and how to connect the two communities safely.

Motion was made by John Heaning, and seconded by Uline Daniel to forward a recommendation of approval to the City Commission with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. 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.
5. Payment-in-lieu to St. Lucie County in respect of the portion of sidewalk that would be required between the two developments and that portion would be related only to the cost of the sidewalk itself, not to any stormwater or infrastructure improvements that would be required.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

c. **Site Plan (Development Review and Design Review) - Regatta Luxury Apartments - SE Corner of Graham Road and S. Jenkins Road and approximately 669 feet south of Graham Road**
(2418-333-0004-000-0, 2418-333-0003-000-3, 2418-333-0002-000-6, 2418-333-0001-000-9)

This item was moved to 6d.

Mr. Gilmore gave an overview of the application and answered questions from the Board. The application is to construct a 312 unit multifamily luxury apartment development with a clubhouse, indoor gym, tot lot, barbeque and pool area, and associated site improvements. Mr. Gilmore explained the applicant is requesting approval for approximately 18 acres for a density of 17.33 dwelling units per acre. He said the developer is proposing to construct a sidewalk on their site, connecting to Samuel S. Gaines school to the south, then complete the off-site sidewalk connection gaps on the east side of Jenkins Road between the subject site and Okeechobee Road in exchange for an additional 2.33 units of density. Mr. Gilmore noted the proposed development qualifies for an Innovative Residential Development, which would provide for up to an additional 3 units of density.

Leslie Olson, Applicant Representative from District Planning Group, stated that the Comprehensive Plan Policy 1.19 allows the developer to request density for building infrastructure that is not required. Ms. Olson said sidewalks will be added and are an investment for the community. The sidewalks will provide pedestrian and bicycle connectivity to retail hubs and jobs at Okeechobee and Jenkins Road. She noted the sidewalk connectivity will go all the way to Walgreens and Starbucks on Okeechobee Road. Ms. Olson answered questions from the Board on elevators, EV charging stations, townhouse type construction, and dedicated parking spaces.

Blaine Bergstresser of KMA Engineering, stated the code requires 1.9 dedicated parking spaces per unit, and they have 22 ADA parking spaces and parking on the west side of the clubhouse. Mr. Bergstresser answered questions from the Board about whether the property would have a HOA community or rentals, dumpster location, bus stop location, and valet trash service. Mr. Bergstresser noted the bus stop would be near the entrance and there would be a round about for the bus to turn around before the gates and there would be a dedicated right turn lane.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission with the following conditions:

1. A completion certification by a landscape architect, cost estimate and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. 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.
4. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
5. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building and residential

unit shall be submitted to the Planning Department.
6. All required Right-of-Way Permits must be approved and installation of the proposed southern sidewalk extension to Okeechobee Road must be completed prior to Final Certificate of Occupancy is approved for the site.
7. Add EV infrastructure and a bus stop within the complex.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Uline Daniel, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

d. **Major Site Plan Amendment - Ocean Village Pickleball Amenity - 2400 S. Ocean Drive**

This item was moved up to 6b.

A pickleball sound analysis final report for Ocean Village was handed out to each Planning Board member, as well as an ordinance from the city of Centennial, Colorado concerning pickleball and pickleball courts.

Ms. Carter recused herself from voting.

Mr. Gilmore gave an overview of the application and answered questions from the Board. The application is to construct a 9,900 square foot 5-court pickleball amenity for the Ocean Village residential development and associated site improvements. The courts will consist of asphalt surfacing with 12-foot-tall fencing, and surrounding buffer landscaping. The applicant submits that the courts are to be utilized by residents only, and additional paring is not required. If the courts are to be utilized by non-residents, then the consideration of an appropriate parking ratio should be applied. Mr. Gilmore provided background on the site plan approval on September 7, 2021, for the clubhouse and racquet courts. Following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) pickleball courts in a different area in order to make every effort to minimize potential noise impacts on the closest residents. Mr. Gilmore stated that staff received several objections from residents which express concern over the type of noise and disturbance generated by activities generated by pickleball, along with obstruction of ocean views, flooding and location of courts. The City has initiated a comprehensive review of the existing noise ordinance through a consultant, who has been advised of the complaints and issues raised.

Chairman Creyaufmiller noted at the July 14, 2021, Planning Board meeting, there was considerable discussion regarding the parking for the clubhouse reconstruction and the possibility of pickleball courts. He stated the Planning Director at that time said the city did not have any authority on parking in a private community. Chairman Creyaufmiller asked staff if there are parking regulations that have to be complied with. He also asked if the clubhouse was for the use of the residents only. He stated parking is an issue with the restaurant being open to the public. Chairman Creyaufmiller asked if the community could support the financial burden.

Mr. Freeman stated that since pickleball courts are not a building but an activity, no parking ratio is allocated. He said there is a condition of approval regarding the need for parking if the pickleball courts are extended to non-residents. Mr. Freeman said the argument is for internal users only. The events encourage external users to use the location. The internal users cannot regulate the external users. He said more information is needed from the applicant for a viable study.

Ms. Carter stated she lives in Ocean Village and parking for the community is not an issue

because residents walk to places within the community. Ms. Carter wanted to know how staff will maintain noise reduction and if the pickleball courts are the right amount of space from the current resident buildings. Ms. Carter stated the pickleball courts were approved by the homeowners' association.

Mr. Kreisl stated the Sound Analysis report is good on paper but is virtually unenforceable. He said if you want to guarantee what is in the report, a study has to be done in a real world analysis. If the courts are not built the way they are supposed to operate, the courts will need to be shut down until the problems are fixed.

Ms. Clemons said she is concerned about putting the city in a bad place because there are no teeth in the sound study. If the courts are built and the sound decibel is not met, the residents need to decide how to handle it, not the city.

Mr. Edwards asked how the sound magnifies with 10 games of pickleball on five (5) courts.

Leslei Olson, applicant representative from District Planning Group, stated the homeowners' association (HOA) approved the pickleball courts.

Steve DeBack, President, Ocean Village Property Owners Association, gave an overview of the Ocean Village community. He said the gated community has 1,228 units with various amenities, including a golf course, swimming pools, bocce ball, shuffleboard courts, basketball, clubhouse, tiki bar, restaurant, beach bar, 3,500 feet of beachfront and six (6) pickleball courts. Mr. DeBack said the site plan adds five (5) pickleball courts in two (2) separate locations. He said a homeowner complained the noise from the pickleball courts would likely violate the City of Fort Pierce noise ordinance. Mr. DeBack stated there have been three (3) studies with acoustical firms to ensure pickleball courts will be as quiet as possible and meet the City of Fort Pierce sound code. He said there will be sound mitigation panels around the courts to bring the sound down to 50 decibels. He noted the pickleball courts do not flood, and they are currently working with South Florida Water Management District to improve the outflow and reduce storm water flooding. He also mentioned the site plan includes an additional retention pond. Mr. DeBack highlighted that restoring the facility, fitness, and social opportunity are criteria for real estate buyers and competitive with other lifestyle communities. Mr. DeBack said parking is not a problem with the extra pickleball courts, and they currently have 24 bicycle racks and will add more if need be. He stated public use is not allowed for any of the amenities except the restaurant or a private party that is initiated by an owner.

Dave Strothmann, member of the Board of Directors and on the pickleball committee, stated he had done extensive research on sound mitigation and sound studies for the pickleball construction committee by speaking to Bob Unitech, an engineer who specializes in sound mitigation for pickleball courts. He noted the city had approved eight (8) pickleball courts that were 26 feet from residential units and there was never a sound complaint. Mr. Strothmann passed around samples of the sound mitigation panels to the Board members. Mr. Strothmann said a 2nd sound study was done while pickleball was being played. He said they will be putting up a 12-foot fence with sound mitigation panels that directs sound to the ocean and not to the condos to the north.

Ms. Olson asked the people in the audience who were not in opposition to the pickleball courts to stand. She said the majority of residents support the pickleball courts and that is why the HOA voted to approve the courts. Ms. Olson noted eight (8) pickleball courts were approved, and they are down to five (5).

Ms. Clemons asked if the minority of residents against the pickleball courts are located closer to the courts.

Steve DeBack said he understands the sound concerns, and they are doing everything they can to make it work by using mitigation and landscaping. Mr. DeBack said the old pickleball courts will go back to being tennis courts.

Ms. Carter asked the minimum distance the pickleball courts can be built to the residences. Ms. Olson stated there is no code requirement for the distance.

Dave Strothmann explained the history of the Ocean Village tennis courts. The alterations to the tennis courts and clubhouse were not popular, and the residences did not want to spend the money, and now they are the most popular. He said the pickleball courts would do the same thing.

Steve DeBack said it is the fiduciary responsibility of the Board members not to waste the owners' money. He highlighted the pickleball courts will increase the value of the units in the community and the pickleball courts are in demand.

Carlos Soto, Ocean Village resident, encouraged the Planning Board to approve the plan because, since the pickleball courts were taken away, the residences have to go to other cities to play.

Arlene Bauer, Ocean Village resident, stated she lived right next to the pickleball courts and the players were respectful and did not start playing before 8 AM, and they did not play at night. She said she enjoyed watching the game and it is a great social activity. She noted the building that is complaining is far away from the courts and parking is not needed. She said the lawn blowers are much louder than the pickleball courts.

Kim Kitchen, Ocean Village resident, stated she made an investment in Ocean Village and she expects the Ocean Village Board members to keep the same quality of living and keep the values as strong as they can be.

Lara Carrie, Ocean Village resident, stated it is detrimental to the community not to have pickleball. She said she lives closest to the pickleball courts, and she cannot hear the pickleball sounds from inside her unit.

Marshall Aykroyd, Ocean Village resident, stated he plays pickleball once a week. He said it brings people from different spectrums together to socialize.

Susan Thew, Ocean Village resident, said a survey was sent to the residents of Ocean Village. The residents have been assessed and eight (8) courts were approved. She said a lot of residences want it and have been informed.

Ken Scarola, Ocean Village resident, stated he loves pickleball, and he wants the project to move forward, but he does not want to waste the investment because of litigation. He said he has been a professional engineer for 49 years, and he has concerns with the ordinance, concerning the height of the fences, sound study, and noise level with repetitive sounds. He said the issue is not about how many people want it or whether they don't want the pickleball courts. The problem is the half million dollar investment in pickleball courts that don't meet the ordinance, and he does not want Ocean Village to be put in legal jeopardy.

Dick Pals, Ocean Village resident, stated people play pickleball every day at JC Park where there are public restrooms and parking, and he feels it is ridiculous to approve it in a contentious area that may not meet the city ordinance. He highlighted that there is no guarantee of what will happen with the simulations compared to hearing the playing and cheering.

Steve Kitchen, an Ocean Village resident, stated the amenities at Ocean Village make it unique to other places. He said the amenities make the property more valuable and the residents have to invest and take chances to improve and grow the community.

Steve DeBack noted the pickleball sound is not louder whether there are 20 balls or one ball being played on five courts. He said it was an impulse noise with a slightly elevated sound. He said the values of the sound study is not the average but the expected loudest hits on the courts. He noted the sounds were measured on the property lines and most hits were at ambient level or below.

Mr. Kreisl said compliance testing is not a real world guarantee. He said it only takes one person to measure 70 decibels at a certain time of day. There still may be issues where the Fort Pierce Police and Code Enforcement have to be called out.

Chairman Creyaufmiller asked if the funds were already assessed and why they are building a 12-foot fence instead of the sound study recommended 14-foot fence. Mr. DeBack said they did not want to build a 14-foot fence with the wind coming off the ocean and the 12-foot fence would withstand the wind and sound mitigation.

Ms. Carter asked if the paddles and balls meet the sound ordinance.

Dave Strothmann said they could in the future mitigate the sound with certain paddles and balls. He said they have already cut down to five (5) courts from eight (8) courts to have sound mitigated.

Ms. Clemons ended with saying the residences and the Ocean Village Board are putting the responsibility on the city and Ocean Village needs to maintain the pickleball courts based on the sound ordinance.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval with the following conditions:

1. All activities at the pickleball courts shall comply with the City's noise regulations at all times.
2. Should the use of the courts hereby approved be extended to non-residents, then prior to such use an appropriate parking study shall be submitted to the Planning Department for assessment of an appropriate parking ratio. Should the parking analysis prove the requirement, then additional parking shall be permitted and built prior to non-residents being granted access.
3. The noise attenuation panels and associated support fencing shall be maintained and remain in place at all times that the courts are in use.

AYE: Nichelle Clemons, Uline Daniel, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Other: Justine Carter (ABSTAIN)

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

There was no director's report.

9. BOARD COMMENTS

Mr. Kreisl said he is generally disappointed with the volume of applications that are exclusively dedicated to the rental market, which is transient and not long term. He wants the city to try and figure out ways to fix the problem. He said not enough homes will drive younger people out of the city or burden them with perpetual renting. He suggested steering developers to ownership options such as apartments that can be owned and helping residents build equity.

Mr. Freeman explained the city is under the constraints of what the market needs and the market is moving to apartment complexes. Mr. Freeman noted changes to the code are in the works to support homeownership and rentals that will correct the tipping point to allow people to purchase their own home. He highlighted that under state statute in certain areas, smaller lot sizes are being allowed to support urban single family use.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Leslie Olson, AICP
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project#: 23-07000026

Subject: Ocean Village Pickleball Courts – Major Site Plan – Parcel ID: 2507-321-0001-000-5 -- Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey with calculations and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City Code Section 26-40; Limit hours of operation for the Pickleball Courts to Monday through Saturday 7am-11pm, and Sunday 7am-1pm.
4. Adhere to the recommendations of the Pickleball Sound Analysis Report completed by PSM LLC for Pickleball Sound Mitigation prior to issuance of Final Certificate of Occupancy.
5. Adhere to the following Sound Mitigation recommendations:

- Install 14 ft high mass-loaded vinyl barriers along the west side of the proposed courts, 15 ft along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. ***These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences on all floors of the buildings.***
- Diagonal corners for the fencing in three locations, ***which will enhance fence strength and reduce sound reflections.***
- The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. ***The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound, and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.***
- The use of paddles and tournament approved paddles that meet the requirements of PSM LLC Pickleball Sound Mitigation firm's latest Blue List of Recommended Paddles listed below:

THE PICKLEBALL PADDLE BLUE LIST

PICKLEBALL SOUND MITIGATION LLC

www.pickleballsound.com

Updated: November 4, 2023

Paddle Vendor	Paddle Model Name	Notes
CRBN	1 and 1x	
CRBN	2	
Diadem	Vice	1
Diadem	Warrior	
E6	16s	
Electrum	E Pro II	
Focus	Silencer	
Franklin	Pro Series 16 mm	
Gamma	Obsidian 16	
Gearbox	CX11	
Gearbox	CX14	
Gearbox	GX5 and GX6	
Joola	Ben Johns 16 mm	
Joola	Simone Jardim 16 mm	
Joola	Radius	
Master Athletics	Q1	1
One More	Vibe	
One More	Pro Custom	
Pickleball Rocks	The Dude	
Pickleball Rocks	Pink Widow	
Pro Drive	DRIVE	
Pro Kennex	Pro Speed	
Pro Kcnncx	Ovation	
Pro Pickleball	Infinity Widebody 16 MM	
Selkirk	Amped Epic	
Selkirk	Vanguard Invikta	
TMPR	Tantrum and TC-16	
Versix	Pro XL	
Wild Monkeys	Grizzly	
Wowlly	Surge XL	
Wolfe	Bite	

Note 1: Two of the above paddles are not USA Pickleball tournament approved

- ½ inch thick polyethylene, Nomex or aluminum core and fiberglass, graphite or composite face paddles are not permitted on these courts, since those models tend to be loud and to

have a pitch above 1,000 Hz. This includes paddle models such as the Onix Z5, the Engage Encore, the Pro-lite Champion and the Paddletek Element and other models.

LANDSCAPING CHECKLIST - Ocean Village Pickle Ball Courts (Major Site Plan)

		COMPLY	COMMENT
123-36	SINGLE AND TWO FAMILY	NO	
Single-family and two-family dwelling that have less than 4,000 square feet of interior floor area			
(1)	Slab on Grade go to 123-36(2)	-	
	36" High Shrub or Hedge Landscape skirt around building or Stone Wall.	-	
(2)	Minimum 4 trees location and maintenance.	-	
(3)	Grass and or landscaping for groundcover (comply with 124-37)	-	
(4)	Adjacent ROW sodded and trees planted	-	
123-36	GENERAL	GUIDE	<<<<LINK
Does not apply to 123-36			
(1)	PLANT MATERIALS - Florida No. 1 - Grades and Standards for Nursery Plants Part 1 and Part 2, Department of Agriculture		
a	TREES	-	
a.1	Trees 12ft high DBH 2.5" at 4.5 ft. Palms 10ft clear trunk		
a.2	15ft spread and 15ft high at maturity	-	
a.3	50% non-Palm	YES	
a.4	Root system barrier if close to ROW etc.	YES	
a.5	Trees not permitted: Melaleuca, leucadendron (punk tree), Schinus terebinthifolius (Brazilian pepper) and Casuarina sbp. (Australian pine)	-	
	Invasive - Category 1 not permitted	INVASIVE	<<<<LINK
b	SHRUBS AND HEDGES	YES	
	Minimum 24 inches high and form a 36" hich continous screen		
	Fence /Planting screen minimum 6ft high if Abuting Residential	YES	
c	GROUND COVERS	YES	
	in lieu of grass - finished appearance within 3 months		
d	GRASS	YES	
	Permanent Lawn standard		
e	EXISTING PLANT MATERIAL	YES	
	Credit if incorporated		
(2)	LANDSCAPED AREAS	-	
	Each area should have at least one tree, shrub, grownd cover.		
(3)	LANDSCAPE STRIPS	-	
a.	6 ft wide if lot is <10,000 sq.ft. 10 ft wide if >10,000 sq.ft.		
b.	One tree for each 300 sq.ft of required landscape area - remainder covered with grass, groundcover or other as approved.	-	
(5)	OTHER PROPERTY	-	
	Between ROW and Buildings covered with grass or other gound cover as approved		
(6)	VEHICULAR USE, BUILDING, RETENTION/DETENTION adjacent to other property	-	
a.	Vehicular Use abuting property but not ROW - 10 ft wide.		
b.	If (6)a required then one tree per 200 sq.ft of required, grass ground cover or other approved.	-	
(7)	INTERIOR VEHICLE USE AREAS (urban design options	-	
a.	Lot area > 4,000 sq.ft. 1 sq.ft. Landscaping to every 15 sq.ft. of vehicular use area (1:15). (Exception I-1 & I-2 @ 1:30) Minimum 100 ft x 10 ft		
b.	One tree for each 100 sq.ft of required landscape area - remainder covered with grass, groundcover or other as approved.	-	
c.	Existing Tree Preservation credit - Also refer to Code	-	
	DBH @ 4.5 ft above ground >12"=500 sq.ft. 6"-12"=400 sq.ft. 3"- 6"= 100sq.ft		
(8)	Adjacent to Street ROW	-	
	Department determines planting of shade trees in ROW.		
	Palms may be required for driveway entrances - clear vision	-	
(9)	OTHER AREAS - When C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2	YES	
	Site obscuring fence/planted material - noise/visual buffer solid or planted standards.		
(10)	SCREENING OF REFUSE COLLECTION AREAS	-	
	Screening & Gates		
(11)	INSTALLATION STATEMENT	YES	
(12)	MAINTENANCE STATEMENT	YES	

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Assistant Planning Director

From : Tracy Telle, Assistant City Engineer TST

Re : Ocean Village Pickleball Courts Site Plan – 2400 S. Ocean Drive
TRC No. 23-07000026

Date : December 12, 2023

This is to advise you that we have completed the review of the following documents as received by this office on December 7, 2023:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for advisory comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually, and a thorough review of the plan will be conducted at time of Site Work Permit application.
2. Required permitting for the project may include South Florida Water Management District and Florida Department of Environmental Protection (NPDES Permit and CCCL General Permit).

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

MEP

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/19/23

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 23-07000026

Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

Comments

FPUA W/WW Engineering: Approved.

FPUA Electric Engineering: Electric and Gas Engineering has reviewed the application. **Approved.**

Please contact Sal Scimeca for project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
<sscimeca@fpua.com>
772.466.1600 ext. 6957

FPUA Gas: N/A

FPUAnet Fiber: N/A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location 2400 South Ocean Drive

Parcel ID #(s) 2507-321-0001-000-5

Project description Development of 5-Court Pickleball amenity for Ocean Village

Application Type

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

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 9,990 Site Acreage: .97

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Ocean Village POA	Leslie Olson, AICP, District Planning Group
Property Owner(s)	**Applicant/Representative, Title, Company**
2400 South Ocean Drive	130 South Indian River Drive Suite 202
Street Address	Street Address
Fort Pierce FL 34949	Fort Pierce FL 34950
City State Zip	City State Zip
772.439.0300	(772) 882-5811
Phone Number	Phone Number
maney.gale@frsresidential.com	leslie@districtplanninggroup.com
Email Address	Email Address

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

Eric C DeBack, President OV POA

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

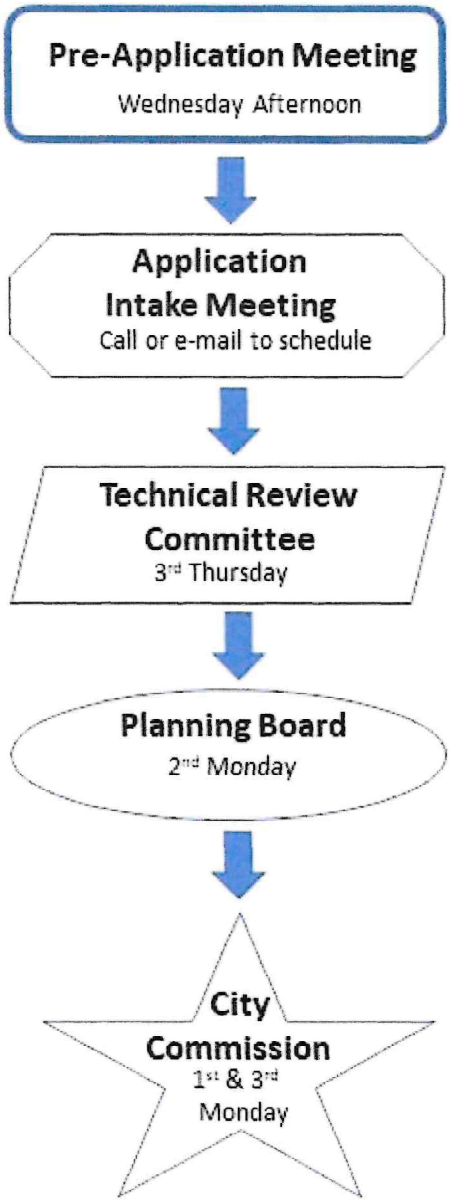
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

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

General Information

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



Site Plan submittal requirements:

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

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

DISTRICT PLANNING GROUP

Ocean Village 5-Court Pickleball Amenity
Major Site Plan
Detailed Project Narrative

Ocean Village's most recent community upgrade, the Mayor's Gold Hammer award-winning Clubhouse and amenity center site plan, included a pickleball amenity in a slightly different location. But following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) Pickleball Courts in a different area in order to make every effort to minimize potential noise impacts to the closest residents.

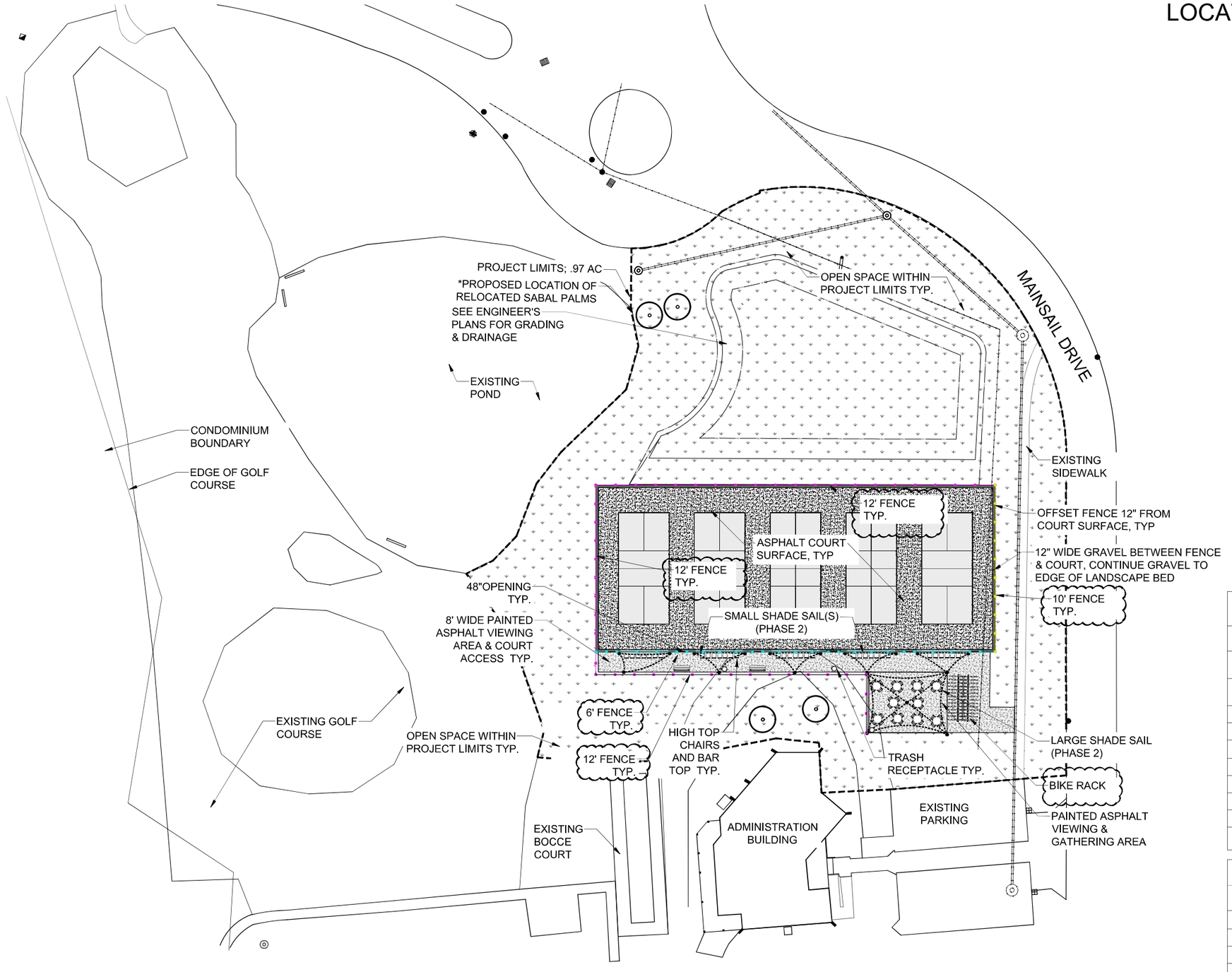
This Major Site Plan application is the result of that reconsidered design and siting based on a sound study by an acoustic specialist, PSM LLC Pickleball Sound Mitigation, which is included in this Major Site Plan submittal as background and support for the Major Site Plan at the request of Staff.

This Pickleball amenity has been designed to meet and exceed the City of Fort Pierce Code of Ordinances Sound Level Limitations (Section 26-40) for Residential Uses. While Section 26-40 sets a residential threshold of 60dB between the hours of 7:00 am and 11:00 pm, it was the POA's direction to the acoustic specialist to design the courts to not exceed 50dB at the units nearest the proposed courts. The proposed site plan, landscaping and court buffering materials meet that higher standard, as discussed in the sound study by PSM LLC.

The Pickleball amenity includes:

- Five (5) Pickleball Courts
- Seating for 75 residents to watch or wait for open courts
- Shade sails to mitigate heat in the seating areas
- Bike Parking
- Landscaping to screen the fenced courts from view of residential units
- No lighting, as evening play will not be permitted
- Stormwater upgrades to address the new, impervious court area and paver seating area

Florida Department of Environmental Protection staff, Jason M. Spanier, Office of Resilience and Coastal Protection, visited the site on September 25, 2023 and determined a CCCL Permit will not be necessary for this alteration within the CCCL.



PROJECT LOCATION



SITE MAP

NTS

LEGAL DESCRIPTION

PORTION OF 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO UTIT UR 11" AS IN UM 422-142 AND LESS THAT PART ASSD IN CATAMARAN II AND WAY. LUI +- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN ODRAL I AND LESS THAT PART GOVT LOT 4 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE I AND LESS OCEAN HOUSE AS IN OR 592-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1698-205 AND LESS THAT PART GOVT LOT 4 MPOAFITRON S# COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO S R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.56 FT TO CURVE CONC SLR OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NUR OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC NUR OF 22 FT,TH NWLY ALG ARC 31.90 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC NJR OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 38 20 W 353.53 FT TO POB (40.02 AC) (OR 1955-808, 815)

PROJECT DESCRIPTION: OCEAN VILLAGE POA PLANS TO ADD A PICKLEBALL FACILITY TO AN EXISTING AMENITY TRACT, THE WORK WILL CONSIST OF FIVE (5) PICKLEBALL COURTS, FENCING, ACOUSTICAL BLOCKING MATERIAL, LANDSCAPING, SEATING AREAS, BIKE RACKS, AND SHADE SAILS. ACOUSTICAL STUDIES HAVE BEEN PERFORMED IN MULTIPLE LOCATIONS WITHIN THE DEVELOPMENT IN AN EFFORT TO MINIMIZE NOISE IMPACTS TO NON-PLAYING RESIDENTS. THIS SITE HAS BEEN FOUND TO BE THE LEAST IMPACTFUL, AND WILL BE DESIGNED TO BE IN COMPLIANCE WITH ALL CITY OF FORT PIERCE NOISE ORDINANCE REQUIREMENTS. PROPOSED CONSTRUCTION WILL BE TAKING PLACE IN PART, EASTWARD OF THE COASTAL CONSTRUCTION CONTROL LINE.

WATER/SEWER: N/A

DRAINAGE: SEE DETAIL GRADING & DRAINAGE PLANS BY CIVIL ENGINEER

TRAFFIC : N/A

SOLID WASTE: THREE (3) TRASH RECEPTACLES WILL BE PROVIDED IN THE VIEWING AREA

SITE DATA	
OWNER:	Ocean Village POA
OWNER ADDRESS:	2400 Ocean Drive City of Fort Pierce, Florida 34949
SITE ADDRESS	2400 Ocean Drive City of Fort Pierce, Florida 34949
PARCEL ID:	PARCEL 1 2507-321-0001-000-5
JURISDICTION:	CITY OF FORT PIERCE
SEC/TOWN/RANGE:	7/35S/41E
PANEL NO.:	0813
FLOOD ZONE:	AE
ZONING:	R4-A
FUTURE LANDUSE:	HIR
LOT SIZE:	42,290 SF; .97 AC.

SITE AREA			
AREAS	S.F.	ACERS	PERCENTAGE
TOTAL SITE AREA	42,076 S.F.	.97 AC	100%
IMPERVIOUS AREAS			
PROPOSED ASPHALT COURT AREA	9,990 S.F.	0.23 A.C.	24.00%
PROPOSED PAVER VIEWING AREA	2,485 S.F.	0.06 A.C.	6.00%
PROPOSE PAVER WALKS	192 S.F.	0.004 A.C.	0.50%
EXISTING CONCRETE WALK	676 S.F.	0.015 A.C.	2.00%
TOTAL IMPERVIOUS AREA	13,343 S.F.	0.31 A.C.	32.00%
PERVIOUS AREAS			
LANDSCAPE AREA	28,733 S.F.	0.65 A.C.	68.00%
TOTAL PERVIOUS AREA	28,733 S.F.	0.65 A.C.	68.00%

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Site Plan

Revisions

Date	Init.	Description
11.14.23	PG	Site Plan
01.23.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

SP-1

DRAWING INDEX:

LA-1: LANDSCAPE PLAN & PLANT SCHEDULE

LA-2: EXISTING TREE INVENTORY & DISPOSITION PLAN

LA-3: LANDSCAPE DETAILS & SPECIFICATIONS

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of (2.5) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Floratam sod, or approved Paspalum equal.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with an automated irrigation system with rain sensor to provide 100% coverage through the establishment period, not less than 1-year.

Know what's below. Call before you dig.

Plant Schedule:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
*EXISTING TREES TO REMAIN									
	LCE	7	Livistona chinensis	Chinese Fan Palm	Existing to Remain	8`OA			Non-native
	SSE	12	Sabal palmetto	Cabbage Palmetto	Existing to Remain	15`-22` OA, MIX HTS			Native
	WBE	3	Wodyetia bifurcata	Foxtail Palm	Existing to Remain	16`OA			Non-native
SHRUBS									
	COE	84	Conocarpus erectus	Green Buttonwood	25G	6`HT	4`W	F	Native
	MCG	9	Muhlenbergia capillaris	Pink Muhly	3G	24" HT	12"W	F	
EXISTING SHRUBS TO REMAIN									
	FGE	50	Ficus microcarpa 'Green Island'	Green Island Ficus	Existing to Remain	4` OA			Non-native

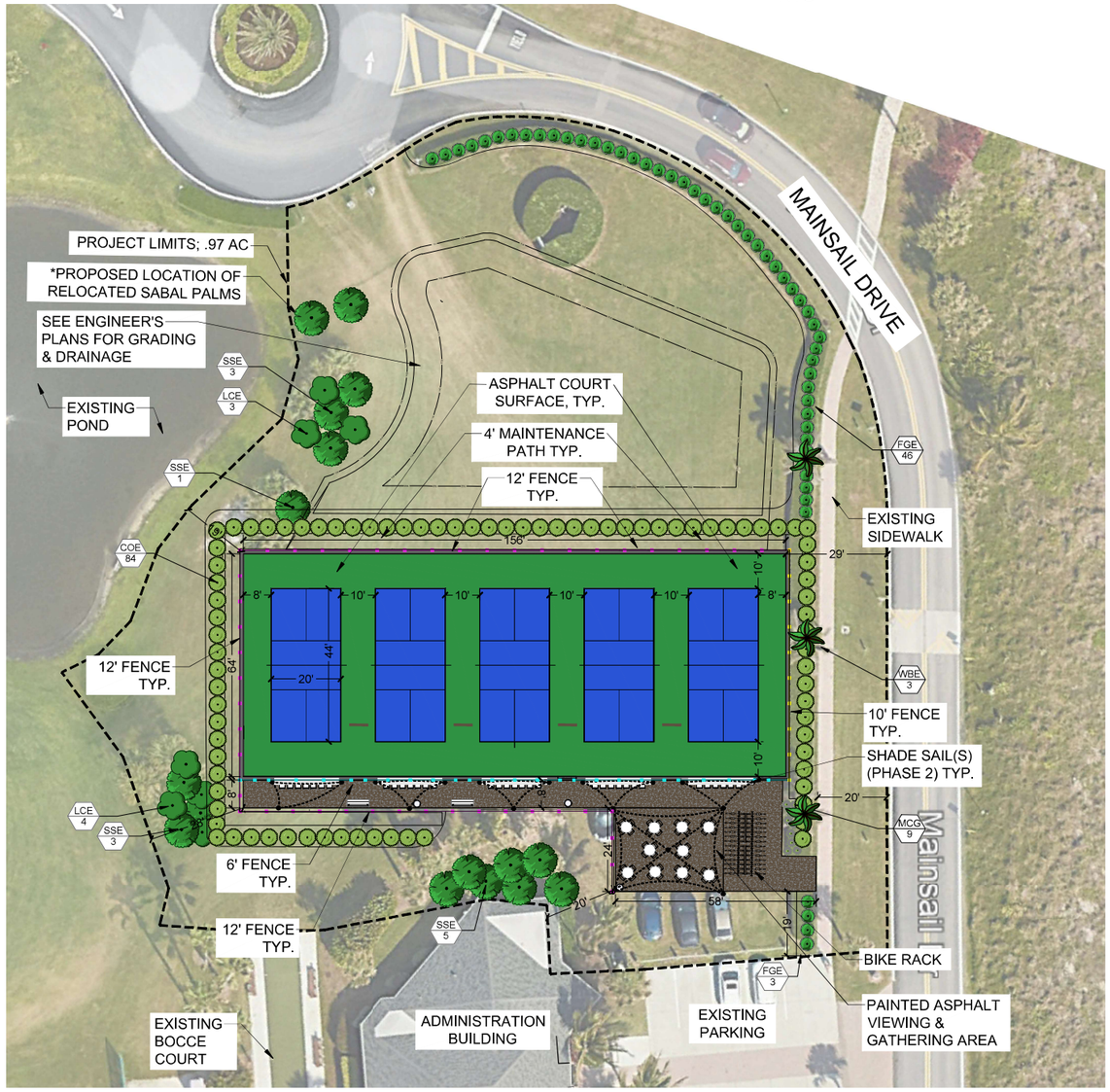
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
**SOD										
	SOD	TBD	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Sod	SOD			Free of Weeds and Pests		

*SEE TREE PROTECTION DETAIL ON SHEET LA-2 FOR ALL TREES TO REMAIN; NO TREES ARE TO BE REMOVED FROM THE PROJECT SCOPE LIMITS.

**MAY BE SUBSTITUTED WITH PASPALUM SPECIES.



SITE MAP
NTS



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Landscape Plan

Revisions		
Date	Init.	Description
11.14.23	PG	Landscape Plan
1.06.24	PG	Revised Per Comments (Addition of Tree Disposition Plan)
01.23.24	PG	Per Client Comments
02.02.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.22.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

LA-1

DRAWING INDEX:

LA-1: LANDSCAPE PLAN & PLANT SCHEDULE

LA-2: EXISTING TREE INVENTORY & DISPOSITION PLAN

LA-3: LANDSCAPE DETAILS & SPECIFICATIONS

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of (2.5) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Floratam sod, or approved Paspalum equal.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with an automated irrigation system with rain sensor to provide 100% coverage through the establishment period, not less than 1-year.

811 Know what's below. Call before you dig.

Plant Schedule:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
* EXISTING TREES TO REMAIN									
	LCE	7	Livistona chinensis	Chinese Fan Palm	Existing to Remain	8`OA			Non-native
	SSE	12	Sabal palmetto	Cabbage Palmetto	Existing to Remain	15`-22` OA, MIX HTS			Native
	WBE	3	Wodyetia bifurcata	Foxtail Palm	Existing to Remain	16`OA			Non-native
SHRUBS									
	COE	84	Conocarpus erectus	Green Buttonwood	25G	6`HT	4`W	F	Native
	MCG	9	Muhlenbergia capillaris	Pink Muhly	3G	24" HT	12"W	F	Native
EXISTING SHRUBS TO REMAIN									
	FGE	49	Ficus microcarpa 'Green Island'	Green Island Ficus	Existing to Remain	4` OA			Non-native
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
SOD									
**	SOD	TBD	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Sod	SOD			Free of Weeds and Pests	

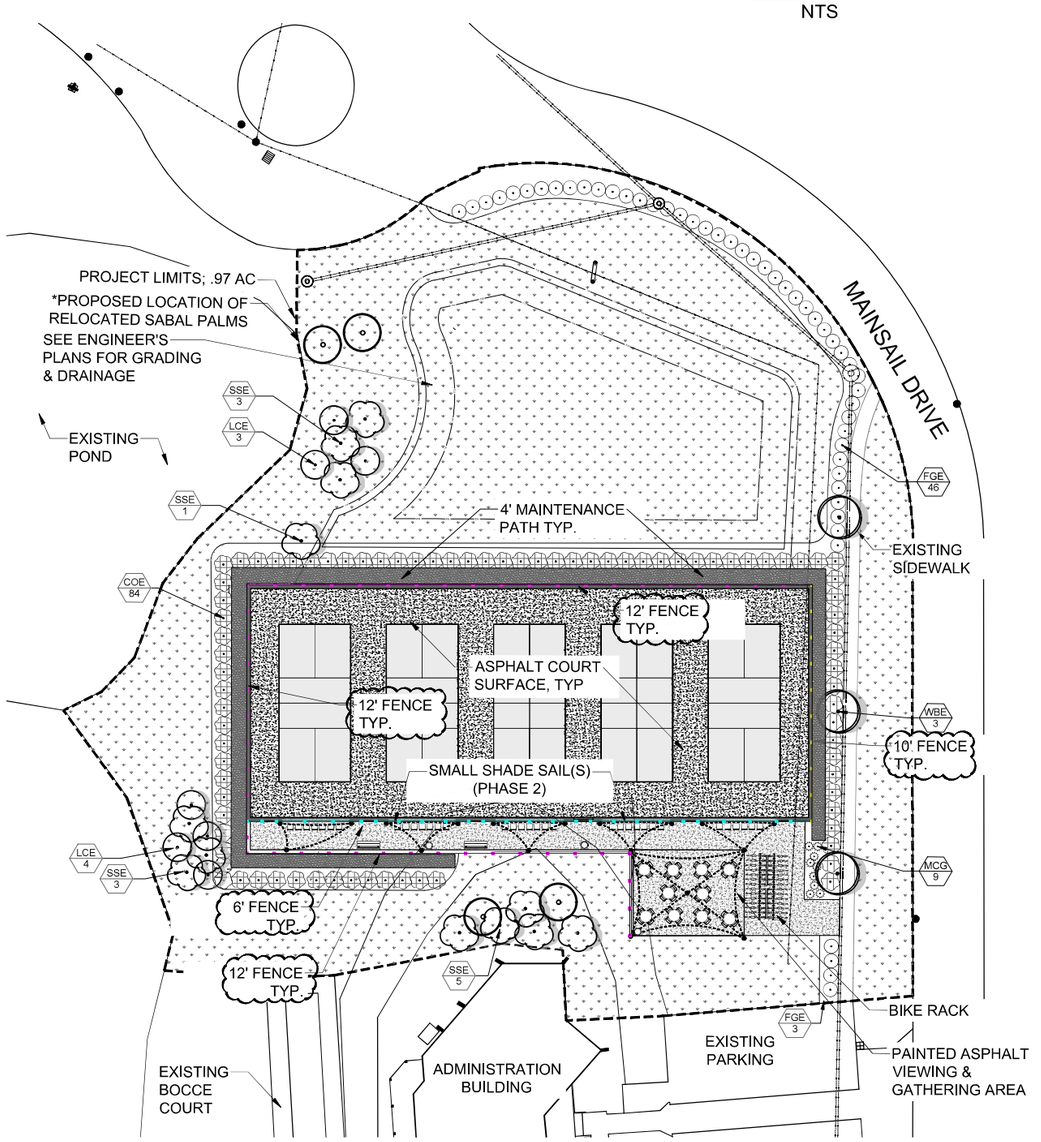
*SEE TREE PROTECTION DETAIL ON SHEET LA-2 FOR ALL TREES TO REMAIN; NO TREES ARE TO BE REMOVED FROM THE PROJECT SCOPE LIMITS.

**MAY BE SUBSTITUTED WITH PASPALUM SPECIES.

PROJECT LOCATION



SITE MAP
NTS



*SEE SHEET LA-2 FOR ALL EXISTING TREE INFORMATION

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS
Fort Pierce, FL
Landscape Plan

Revisions		
Date	Init.	Description
11.14.23	PG	Landscape Plan
1.06.24	PG	Revised Per Comments (Addition of Tree Disposition Plan)
01.23.24	PG	Per Client Comments
02.02.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.21.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 20'

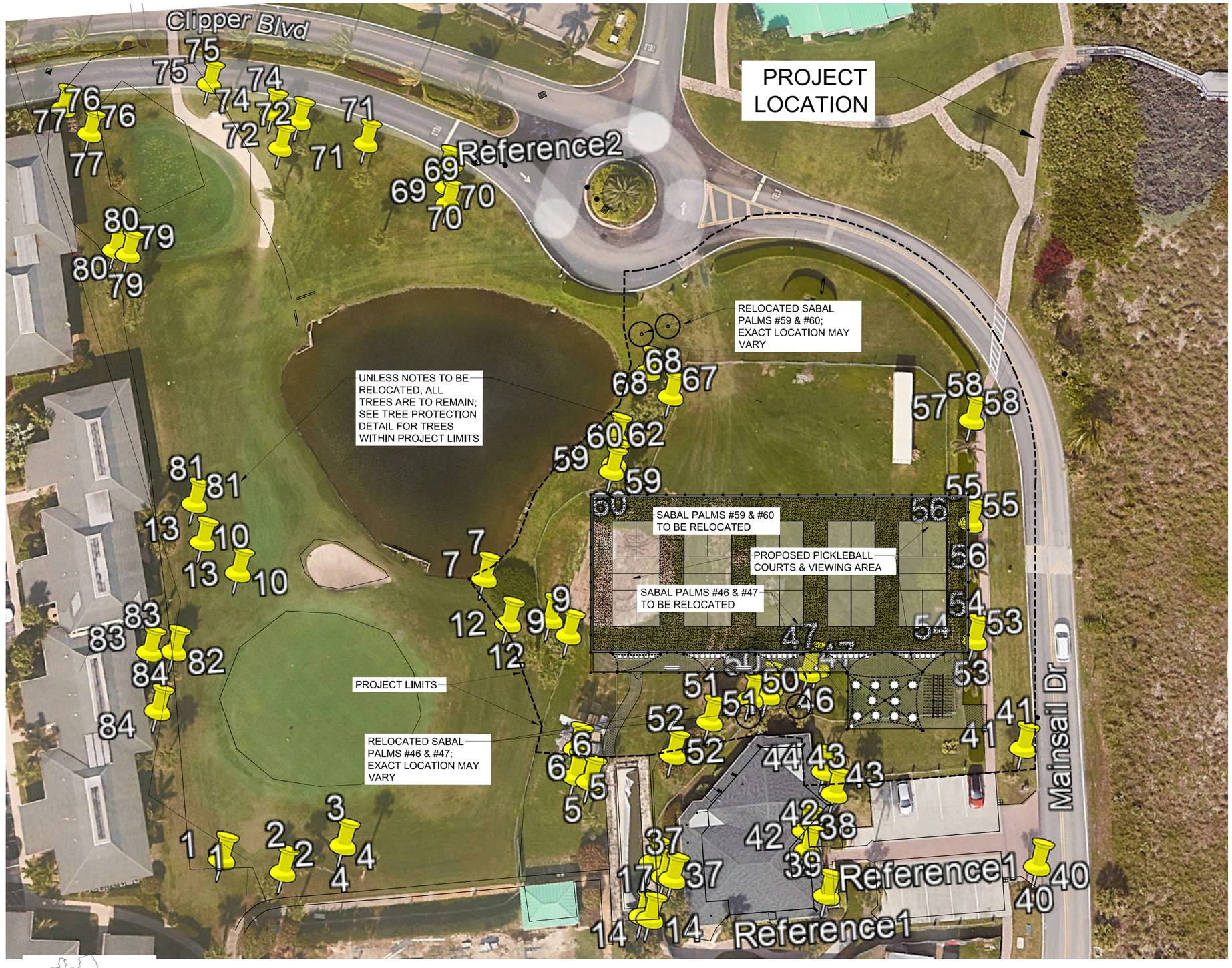
0 10' 20' 40'

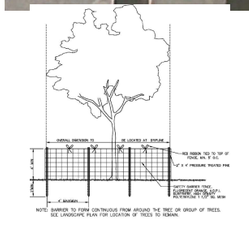
LA-1

EXISTING TREE INVENTORY

Point	Size (feet)	Health	Species
1	20	3 insect/bird damage	cabbage palm
2	21	3 rot	cabbage palm
3	15	3 rot lean	cabbage palm
4	22	3 rot	cabbage palm
5	30	5	cabbage palm
6	28	5	cabbage palm
7	28	5	cabbage palm
8	26	5	cabbage palm
9	11	5	cabbage palm
10	14	5	cabbage palm
11	11	5	cabbage palm
12	12	5	cabbage palm
13	14	5	cabbage palm
14	17	3 trunk damage	cabbage palm
15	16	4	cabbage palm
16	9	5	puriotis palm
17	10	5	puriotis palm
18	9	5	puriotis palm
19	9	5	puriotis palm
20	10	5	puriotis palm
21	9	5	puriotis palm
22	10	5	puriotis palm
23	12	5	puriotis palm
24	10	5	puriotis palm
25	10	5	puriotis palm
26	10	5	puriotis palm
27	11	5	puriotis palm
28	6	5	puriotis palm
29	9	5	puriotis palm
30	9	5	puriotis palm
31	9	5	puriotis palm
32	5	5	puriotis palm
33	8	5	puriotis palm
34	9	5	puriotis palm
35	12	5	cabbage palm
36	13	5	cabbage palm
37	16	5	cabbage palm
38	17	3 rot	cabbage palm
39	26	4	coconut palm
40	15	5	cabbage palm
41	12	5	cabbage palm
42	15	4	coconut palm
43	15	3 rot	cabbage palm
44	15	3 rot insect/bird damage	coconut palm
45	17	2 rot insect/bird damage	coconut palm
*46	15	4	cabbage palm
*47	17	5	cabbage palm
48	15	5	cabbage palm
49	15	5	cabbage palm
50	17	5	cabbage palm
51	17	2 rot	cabbage palm
52	8	4	cabbage palm
53	12	5	foxtail palm
54	10	5	foxtail palm
55	10	5	foxtail palm
56	13	5	foxtail palm
57	12	5	foxtail palm
58	8	5	foxtail palm
*59	5	5	cabbage palm
*60	5	5	cabbage palm
61	15	3 rot	cabbage palm
62	5	5	cabbage palm
63	5	5	cabbage palm
64	7	5	cabbage palm
65	7	5	cabbage palm
66	7	5	cabbage palm
67	17	5	cabbage palm
68	5	5	cabbage palm
69	15	3 rot	cabbage palm
70	15	5	cabbage palm
71	17	3 rot	cabbage palm
72	15	5	queen palm
73	16	3 trunk damage	cabbage palm
74	17	3 rot	cabbage palm
75	17	5	queen palm
76	7	5	Robolini Pygmy date
77	21	4	Cabbage palm
78	30	4	Cabbage palm
79	20	4	Cabbage palm
80	21	3 rot	Cabbage palm
81	27	3 rot	Cabbage palm
82	25	3 rot	Cabbage palm
83	22	3 rot	Cabbage palm
84	26	5	Cabbage Palm
Reference1	East corner of Ocean Administration Building		
Reference2	Fire hydrant on north side near roundabout		
Reference3	North corner of western apartment strip		

*PALM TO BE RELOCATED; ALL OTHER SPECIES TO REMAIN





TREE PROTECTION DETAIL
NOT TO SCALE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Tree Disposition Plan

Revisions

Date	Init.	Description
1.06.24	PG	Landscape Plan

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

LA-2

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, ie, damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000,00 per person and $300,000,00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jurisdiction.

PART 3: EXECUTION

3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc, and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

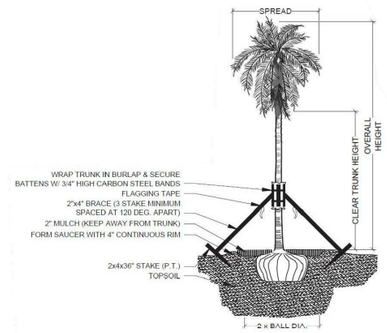
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

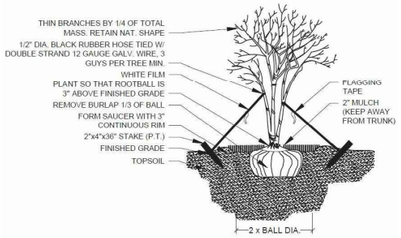
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

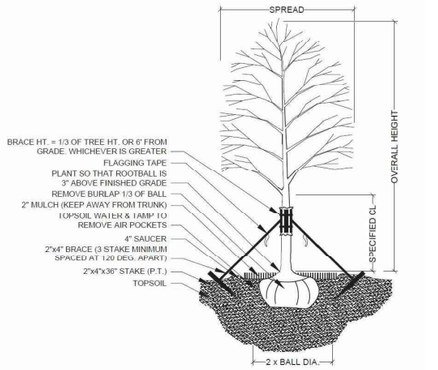
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



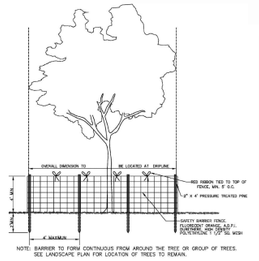
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



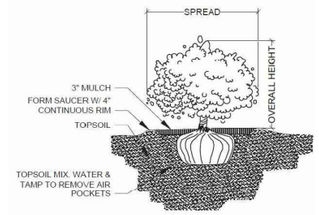
MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE



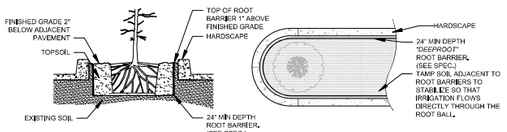
TREE PLANTING & STAKING
NOT TO SCALE



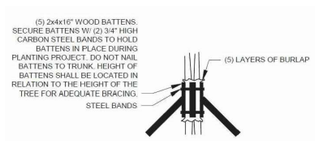
TREE PROTECTION DETAIL
NOT TO SCALE



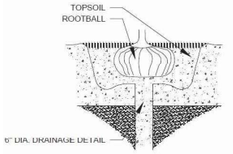
SHRUB PLANTING
NOT TO SCALE



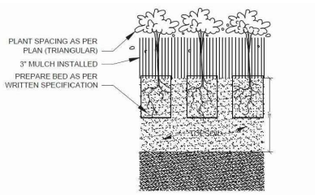
SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOTES:
1- ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
NOT TO SCALE



BRACING DETAIL
NOT TO SCALE



DRAINAGE TESTING DETAIL
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team
Landscape Architect:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com
Applicant:
Ocean Village
POA

OCEAN VILLAGE PICKLEBALL COURTS
Fort Pierce, FL
Landscape Details & Specifications

Revisions		
Date	Init.	Description
11.14.23	PG	Landscape Plan
1.06.24	PG	Revised Per Comments (Addition of (Tree Disposition Plan)

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

LA-3

CONSTRUCTION PLANS FOR

OCEAN VILLAGE PICKLEBALL COURT

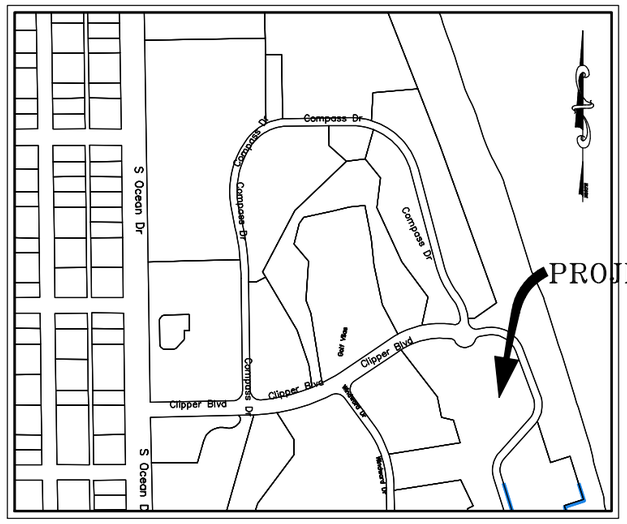
IN

SECTION 07, TOWNSHIP 35 SOUTH, RANGE 41 EAST

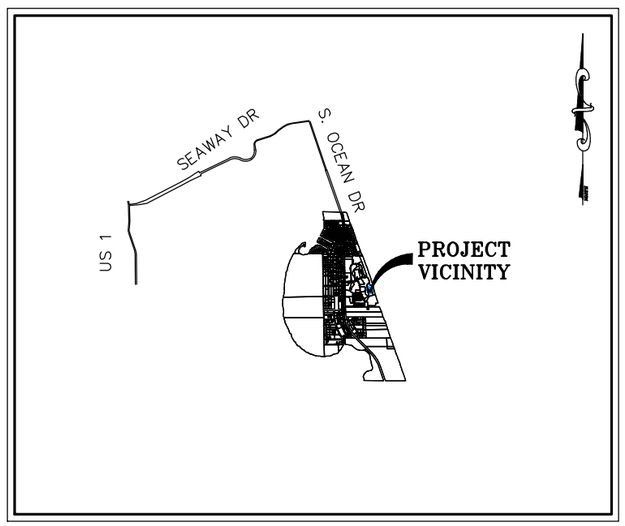
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR

Ocean Village

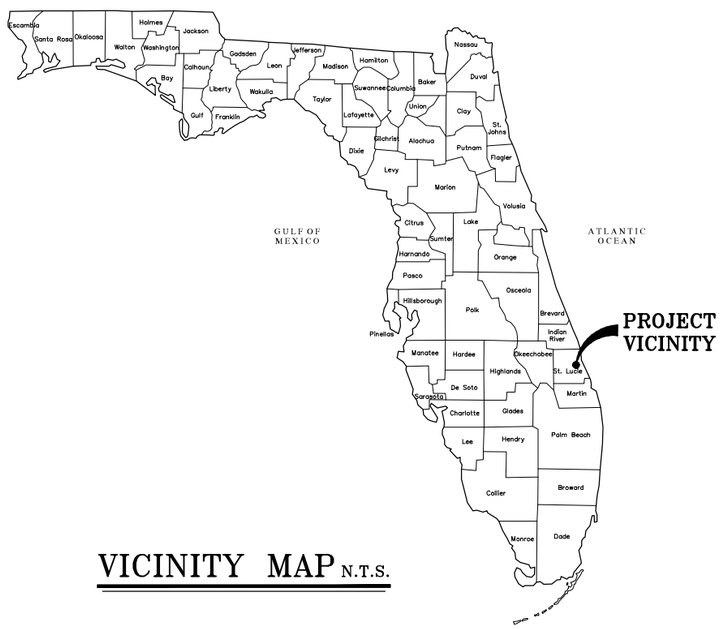


AREA MAP N.T.S.



LOCATION MAP N.T.S.

SECTION 07 TOWNSHIP, 35 SOUTH, RANGE 41 EAST



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	GRADING DRAINGAGE PLAN
3	SPECIFICATIONS

LEGAL DESCRIPTION

PORTION OF 7 35 41 GOVT LOT 3–LESS THAT PART ASSD IN SURFSIDE–UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237–127 AND LESS THAT PART ASSD IN CATAMARAN I– AND GOVT LOT 4– LESS A1A R/W– AND GOVT LOT 5 – LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692–2012 AND LESS AS IN OR 692–2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668–205 AND LESS THAT PART GOVT LOT 4 MPDAF: FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955–808, 815)

GENERAL NOTES

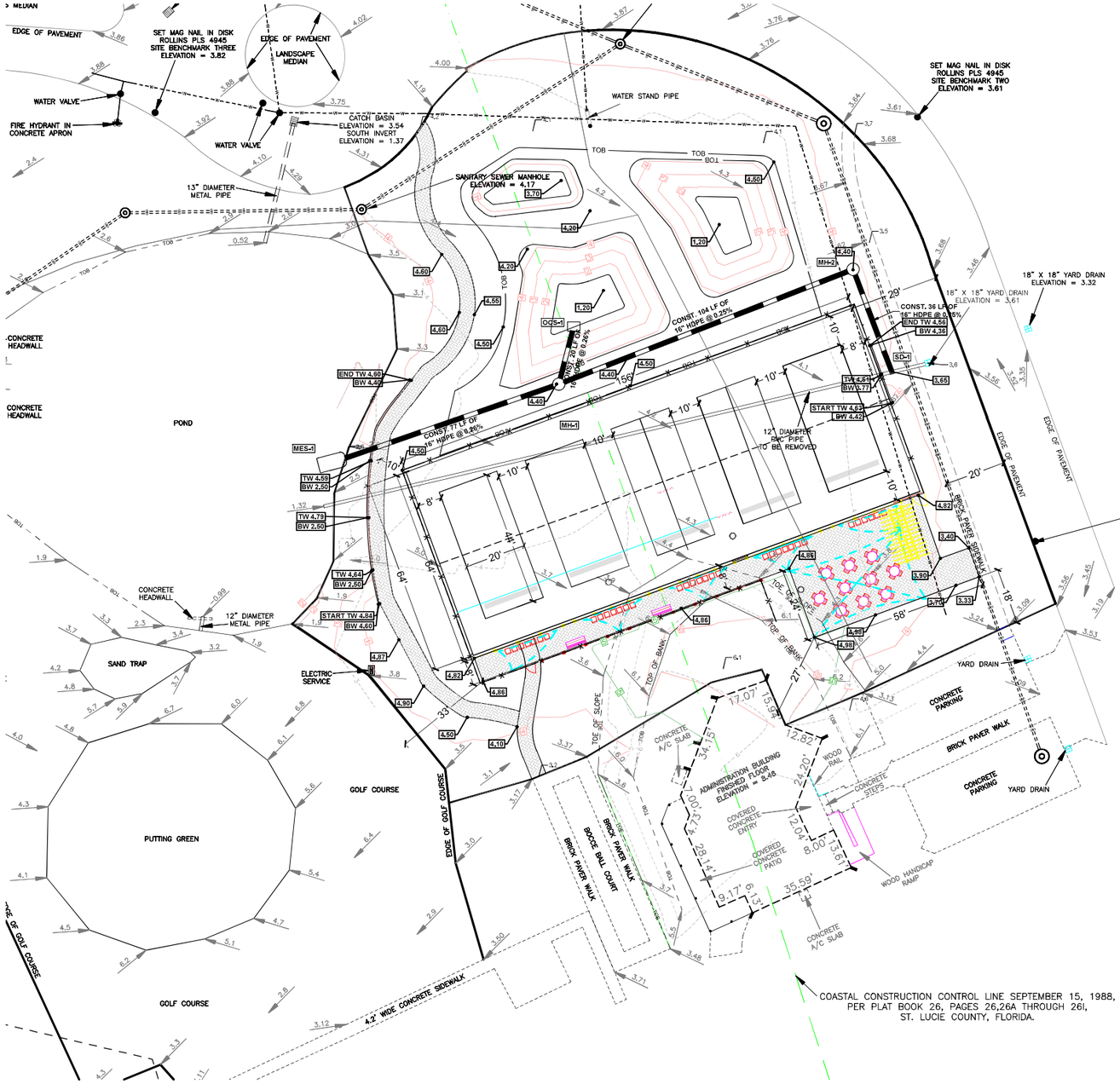
####

REVISIONS	
SHEET NO.	DATE

SUBMITTAL DATE: 11–13–2023

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

THOMAS J. DEGRACE P.E. FL. REG. NO. 42354



GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

LEGEND

- ??? PROPOSED ELEVATION
- ??? EXISTING ELEVATION

NOTE

1. THE EXISTING SPOT ELEVATIONS WERE PROVIDED BY THE OWNER AND WERE USED AS THE BASIS FOR GENERATING THE EXISTING CONTOURS AS WELL AS THE PROPOSED.
2. CONTRACTOR SHALL PREFORM AN UNDERGROUND UTILITY SURVEY TO VERIFY EXISTING UTILITIES.
3. ALL PROPOSED SPOT ELEVATIONS ARE AT FINISHED GRADE.
4. PROPOSED SITE PLANS AND SPECIFICATIONS ARE WITHIN COMPLIANCE OF THE CRITERIA ESTABLISHED BY THE CITY OF FORT PIERCE COASTAL CODE; ARTICLE VII, COASTAL CONSTRUCTION CODE.
5. THERE MAY BE UNDERGROUND UTILITIES THAT WHERE NOT MARKED IN THE FIELD AND COULD NOT BE SHOWN ON THIS SURVEY.
6. SD-1 MUST BE FIELD VERIFIED ON ITS TIE IN ELEVATION FOR THE PIPE PRIOR TO INSTALLATION.

DRAINAGE STRUCTURE TABLE	
STRUCTURE NAME	STRUCTURE DETAILS
MES-1 SIDE DRAIN MES WITH 1:4 SLOPE - 15 IN. SINGLE ROUND HDPE PIPE	RIM = 2.71 E INV = 1.05
MH-1 MANHOLE	RIM = 4.40 N INV = 1.20 W INV = 1.25 E INV = 1.51
MH-2 MANHOLE	RIM = 4.39 S INV = 1.51 W INV = 1.25
OCS-1 CONTROL STRUCTURE	RIM = 4.50 S INV = 1.25
SD-1 YARD DRAIN	RIM = 3.65 N INV = 1.60

THOMAS J. DEGRACE P.E. FL. REG. NO 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
. .	.	.
. .	.	.
. .	.	.
. .	.	.
. .	.	.
. .	.	.

	BY	DATE
DESIGNED	.	.
CALCS.	.	.
DRAWN	.	.
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

OCEAN VILLAGE PICKLEBALL COURT

PAVING GRADNING AND DRAINAGE PLAN

DATE: 11/12/23
HORIZ. SCALE: SCALE
VERT. SCALE: SCALE
JOB No. 23-111
SHEET 2 of 3

P:\Proj\2023\23-111 Ocean Village Pickleball Court\Engr\23-111 Ocean Village Pickleball.dwg Date: 11/12/2023 5:21 PM By: EDGAR CHAPMAN

1. GENERAL

A. Mobilization: Mobilization shall meet the requirements of FDOT Section 101. This work shall include, but is not limited to, operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by State and local laws and regulations. the costs of bonds and any required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this section. This section also includes any and all work related to the final cleanup.

B. Construction Surveying: The Owner shall provide horizontal control consisting of four control points. The Owner shall also provide vertical benchmarks as shown on the plans. This control shall be provided one time only. The Contractor is responsible for all other construction surveying. The Contractor is responsible to protect these reference points and the construction staking throughout the job. The Contractor shall bear the cost of any necessary restaking.

C. Soil Testing: Soil Testing shall be performed by a certified testing laboratory. The contractor shall be responsible for payment of any failed tests and inspections.

2. EARTHWORK AND GRADING

Materials and construction methods for earthwork, excavation, embankment and grading shall meet the requirements of FDOT Section 120 and shall be performed to achieve final grades, elevations and typical sections as shown on the plans for the proposed work.

A. Clearing and Grubbing: Clearing and grubbing shall meet the requirements of FDOT Section 110 and shall be performed within the limits of the project work. This work shall include, but is not limited to, the removal of existing trees, brush stumps, roots and other objectionable material to a depth of 18 inches below the natural ground or design grade, whichever is lower. The areas to be cleared and grubbed generally consist of rights-of-way, utility easements, water management tracts, and portions of the lots as detailed on the plans. The Contractor shall confirm with the Owner the removal of any trees for possible preservation. All material shall be removed from the site of the project and shall be disposed of in accordance with local, regional, State and Federal laws, regulations and ordinances.

B. Rough Grade: The Contractor shall grade the rights-of-way and lots to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades, and typical sections as shown on the plans.

C. Fine Grade: The Contractor shall fine grade the roadway to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades and typical sections as shown on the plans.

D. Sod: Sod shall meet the requirements of FDOT Section 570, 575, and 981 and shall be placed adjacent to the curbing for a minimum width of 24 inches.

E. Seed and Mulch: Seed and mulch shall meet the requirements of FDOT Sections 570, 575, and 981 and shall be placed in all disturbed areas not otherwise addressed in plans provided by the owner.

3. DRAINAGE IMPROVEMENTS

Materials, trench excavation, pipe laying and backfilling operations for drainage improvements shall meet the requirements of FDOT Sections 125 and 430. Pipe shall be laid in true alignment in a pipe trench with an adequate supporting value and "bedded" to the detail shown in the plans and FDOT Section 430. All backfill shall be compacted to a minimum density of 95 percent of the maximum density as determined by AASHTO T-180, unless otherwise shown on the plans.

The Contractor shall provide all materials and labor to complete the work for drainage improvements at the locations, sizes, and types shown on the plans for the following items:

A. Reinforced Concrete Pipe: Reinforced concrete pipe shall meet the requirements of Class III of ASTM C-76, Wall Thickness "B", Latest Revision, as modified by FDOT Section 941. Gaskets for pipe joints shall be round rubber gaskets and shall meet the requirements of FDOT Section 942.

B. Corrugated Aluminum Pipe: Corrugated aluminum pipe shall meet the requirements of FDOT section 945, and shall be constructed as shown on the plans.

C. Polyviny Chloride (PVC) Pipe: PVC pipe shall meet the requirements of FDOT Section 948 and A.S.T.M. F-794, latest revision, and shall be constructed as shown on the plans.

D. Concrete Collar: Concrete collars shall meet the requirements of F.D.O.T. Standard Index No. 280 and shall be constructed to the detail shown on the plans.

E. Type "E" Inlet with Valley Gutter Top and Grate: Precast concrete catch basins shall meet the requirements of ASTM C-478 and 64T FDOT Section 425. Catch basins shall be Class I concrete and shall be constructed to the detail as shown on the plans. Valley gutter grates shall meet the requirements of ASTM A-123.

F. Storm Manhole: Storm manholes shall meet the requirements of ASTM C-478 and 64T FDOT Section 425. Storm manholes shall be Class I concrete and shall be constructed to the detail as shown on the plans.

4. PAVING IMPROVEMENTS

All paved areas shall meet the requirements of AASHTO Specifications and FDOT, and shall be constructed to the typical sections as shown on the plans.

The Contractor shall coordinate the services of an independent testing laboratory to conduct all required testing and retesting to comply with these Specifications. The Owner shall bear the cost of initial testing and the Contractor shall correct any deficient work at his own expense.

A. Asphaltic Concrete: Asphaltic concrete materials and construction methods shall meet the requirements of FDOT Sections 300, 320, 330 and 331 and shall be as shown in the typical sections. Prime Coats shall meet the requirements of FDOT Sections 300-1 through 300-7 and shall have an application rate of 0.10 gallons per square yard, unless a variation rate is approved by the Engineer.

B. Base: The base course shall be as shown on the typical sections on the plans. The base shall be compacted to 98 percent of the maximum density as determined by AASHTO T-180.

C. Subgrade: The subgrade shall be as shown in the typical sections of the plans, and shall extend six inches beyond the edge of the base course within the limits shown on the plans. Subgrade shall be compacted to 98 percent of the maximum density as determined by AASHTO T-180. If normal compaction methods do not meet the required densities, the subgrade shall be stabilized as directed by the Engineer.

D. 2' Valley Gutter Curb: Concrete 2' valley gutter curb shall meet the requirements of FDOT Section 520 and shall be constructed to the typical section as shown on the plans.

E. Concrete Curb: Concrete curb shall meet the requirements of FDOT Section 520 and shall be constructed to the typical section as shown on the plans.

F. Concrete Sidewalk: Concrete sidewalk shall meet the requirements of FDOT Section 522 and shall be constructed to the typical section shown on the plans.

G. Striping: Striping shall meet the requirements of FDOT Section 711, and shall be as shown in the plans. (Crosswalks , Stop Bars and Parking)

H. Stop Sign and Bar: Stop signs and bars shall meet the requirements of FDOT Section 700 and the Manual of Uniform Traffic Control Devices and shall be constructed in the locations as shown on the plans.

THE WORK

Existing Utilities and Structures:

Existing utilities, structures and facilities shown on the Drawings were located as accurately as possible from the records examined. No guarantee is made that all existing facilities are shown or that those shown are entirely accurate. The Contractor shall assure himself of the actual location of the utilities, structures, or facilities prior to performance of any work in the vicinity. The utility companies or utility agencies will co-operate with the Contractor's operations. Prior to start of the work, the Contractor shall request each utility agency to advise him of the location of their facilities in the vicinity. The Owner will assume no liability for damages sustained or cost incurred because of the Contractor's operation in the vicinity of existing utilities or structures, or to the temporary bracing and shoring of same. In the event that it is necessary to shore, brave, or swing a utility, the utility company or department affected should be contacted and their permission secured as to the method used for any such work.

Restoration of Damaged Structures or Utilities:

It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under this Contract, which may be disturbed or damaged due to this construction operation, at no cost to the Owner.

Final Cleanup:

Upon completion of the work, but before final payment will be made, the Contractor shall clear and remove from the Project area, all falsework, equipment, surplus and discarded materials, rubbish and temporary structures which result from the work under this Agreement, and shall restore in an acceptable manner, all property which has been damaged during the prosecution of the work.

Record Information:

Upon completion of the work, but prior to submittal of the request for final payment, the Contractor shall obtain and submit record information to the Owner. This information shall include the following:

1. Water and Wastewater Systems:

   As-built plans for water/sewer mains shall be provided by the Contractor/Engineer of Record and shall be comprised of a reproducible mylar copy and three (3) blueline copies of a certified survey. The blueline copies shall bear the original signature and embossed seal of the surveyor who performed the as-built survey. The as-builts shall be submitted after the completion of construction or as otherwise indicated herein, prior to submittal to Port St. Lucie Utilities Systems Department. The as-built survey shall be prepared in plan and profile format by a professional land surveyor registered in the State of Florida, and shall comply with applicable provisions of the Florida Administrative Code and Chapter 472 of the Florida Statutes. The as-built drawing shall be at the same scale and reference the same baseline as the drawings prepared by the Engineer of Record. The horizontal and vertical location of the mains and appurtenances shall be accurately depicted to scale and shall be identified relative to the baseline and relative to readily identifiable permanent reference points existing after the completion of the construction. Locations shall be given for all fittings, valves, hydrants, manholes, sample points, air releases, etc., both horizontal and vertical, and the location of the main at each baseline station as shown on the plans (100 feet maximum) both horizontal and vertical. Underground facilities (i.e. drainage, gas, electric, telephone, etc.) crossing the mains shall be accurately shown both horizontally and vertically and shall identify size, type, facility, material, and clearance. All information shall be based upon measurements and observations made in the field by the surveyor certifying the survey, or by personnel under his employment, direction and supervision. The cost for preparing and maintaining the as-built plans shall be incidental to the construction cost.

2. Drainage System:

   a. High points and low points of swales;

   b. Locations and grate and invert elevations of all structures;

   c. Location, size, type, length and invert of all culverts.

3. Paving and Grading:

Location and elevation of high and low points in roadway and any other changes in grade.

The record information shall be certified by a Florida Professional Land Surveyor. Locations shall be made by reference to centerline stationing and offset or by other means acceptable to the Owner. Elevations shall be according to the North American Vertical Datum (NAVD).

Guarantee: All materials and the installation thereof which are furnished and installed by the Contractor, under the terms of the Agreement, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure under normal operation for a period of one (1) year from the date of final payment, said date to constitute the commencement of the one (1) year warranty period. All materials and installations proving to be defective within the specified period of the guaranty shall be replaced, without cost to the Owner, by the manufacturer or the Contractor. The period of guarantee of each such replacement shall be from and after the date of installation thereof.

UTILITY CONTACTS

Company	Contact	Telephone Numbers
PSLUSD	Laney Southerly, PE	(772) 807-4452
Florida Power & Light	Diana Villegas	(772) 337-7011
Comcast Cable	Rick Johnson	(561) 402-4513
AT&T	Ivan Arlil	(772) 460-4441

GENERAL NOTES

1. Grassing shall be furnished and installed in conformance with the approved landscape plan. All disturbed areas not shown to be planted, mulched, etc. shall be sodded.
2. Sod shall be placed such that the top of the grass is at the same elevation as the top of adjacent finish grade.
3. The location of existing utilities shown is approximate only and must be field verified by the Contractor prior to beginning Work.
4. These plans shall not be used for construction unless they are marked "Approved for Construction" in the title block.
5. Contractor to obtain and review all permits prior to starting construction
6. Drawing scale may change due to reproduction
7. Maintenance of traffic must be in conformance with FDOT Specifications.
8. All nuisance exotic vegetation on-site must be removed in conjunction with site development.

THOMAS J. DEGRACE P.E. FL. REG. NO. 42354

811 Know what's below. Call before you dig.

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

	BY	DATE
DESIGNED	–	–
CALCS.	–	–
DRAWN	.	.
DETAILED	–	–
CHECKED	.	–
APPROVED	.	–

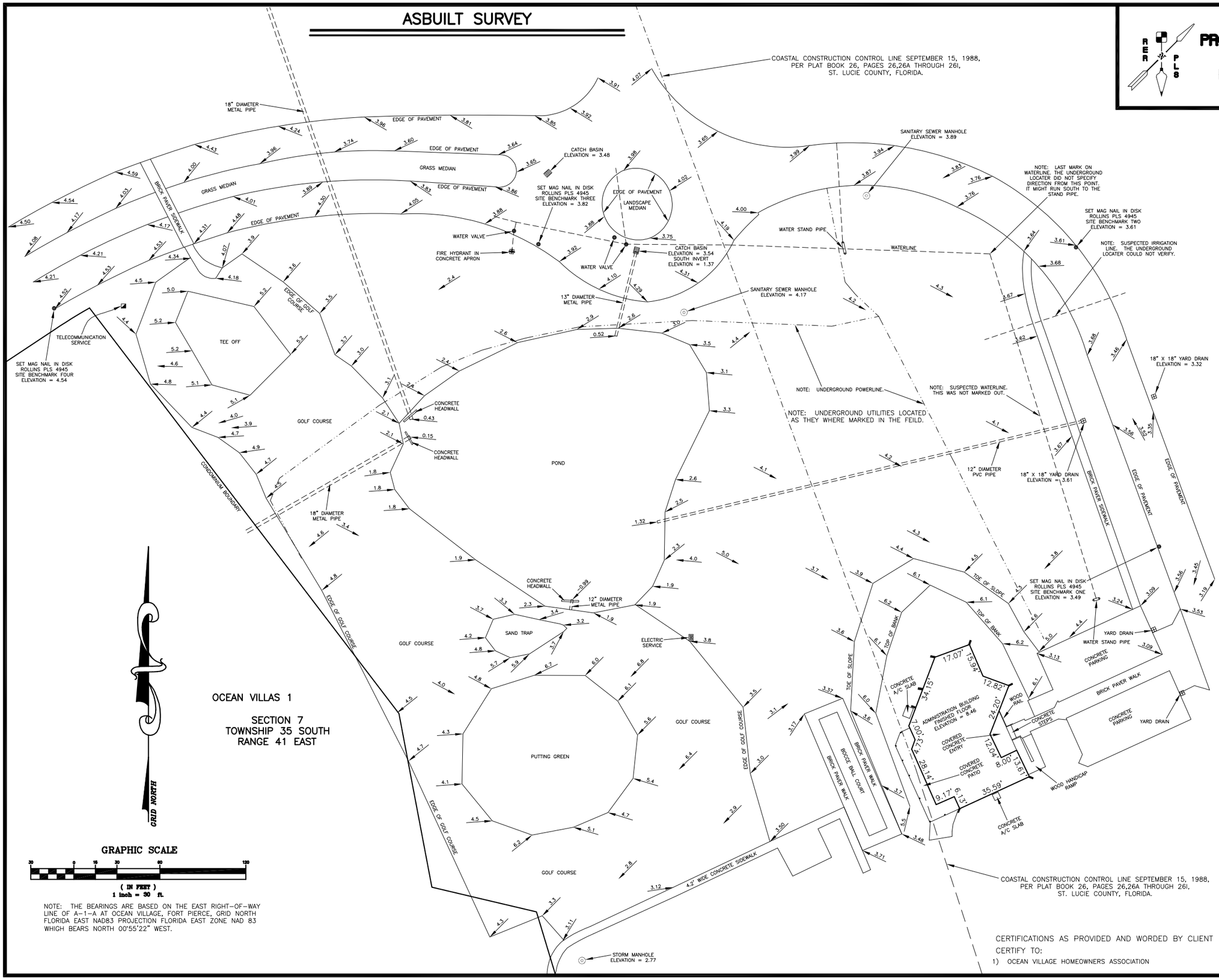
OCEAN VILLAGE PICKLEBALL COURT

SPECIFICATIONS

DATE: 11/13/23
HORIZ. SCALE: –
VERT. SCALE: –
JOB No. 23-111
SHEET 3 of 3

P:\Proj-2023\23-111 Ocean Village Pickleball Courts\Eng\23-111 Ocean Village-Pickleball-specifications.dwg Plotted: 11/12/2023 5:21 PM By: EDGAR COAPMAN

ASBUILT SURVEY



OCEAN VILLAS 1

SECTION 7
TOWNSHIP 35 SOUTH
RANGE 41 EAST

GRID NORTH

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

NOTE: THE BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF A-1-A AT OCEAN VILLAGE, FORT PIERCE, GRID NORTH FLORIDA EAST NAD83 PROJECTION FLORIDA EAST ZONE NAD 83 WHICH BEARS NORTH 00°55'22" WEST.

CERTIFICATIONS AS PROVIDED AND WORDED BY CLIENT CERTIFY TO:

1) OCEAN VILLAGE HOMEOWNERS ASSOCIATION

ROLAND E. ROLLINS
PROFESSIONAL LAND SURVEYOR
3221 SW CRUMPACKER STREET
PORT ST. LUCIE, FLORIDA 34953
772-873-4700

BENCHMARK REFERENCE:

FOUND BRASS DISK IN CONCRETE MONUMENT STAMPED RILEY ST. LUCIE COUNTY 2005 VERTICAL CONTROL DISK. FOUND 177 FEET PLUS OR MINUS SOUTH OF THE CENTERLINE OF COCONUT DRIVE ON THE EAST SIDE OF STATE ROAD A-1-A 3' PLUS OR MINUS EAST OF THE EAST EDGE OF A 5 FOOT CONCRETE SIDEWALK RUNNING NORTH AND SOUTH, 39 FEET PLUS OR MINUS NORTHWEST OF THE WEST END OF A OCEAN VILLAGE SIGN, 16 FEET PLUS OR MINUS WEST OF A WOOD UTILITY POLE. ELEVATION = 3.839 N.A.V.D. OF 1988

ELEVATIONS BASED ON N.A.V.D. OF 1988 AND SHOWN THUS 1.0

FLOOD ELEVATION INFORMATION

MAP NUMBER 12111C0183J — DATE OF FIRM FEB. 16TH, 2012
COMMUNITY NUMBER 120286 — PANEL 0183
BASE FLOOD ELEVATION 6.0 — SUFFIX J
FIRM ZONE AE

ADDENDUM	FIELD BOOK	PAGE	DATE	BY	CHECKED
ASBUILT SURVEY	E.F.B.		08/14/2023	R.E.R.	R.E.R.
ASBUILT SURVEY	E.F.B.		10/18/2023	R.E.R.	R.E.R.

LEGEND:

- ⊙ = SET 5/8" IRON REBAR WITH CAP P.L.S. NUMBER 4945
- • = SET NAIL IN DISK P.L.S. NUMBER 4945 UNLESS OTHERWISE NOTED.
- ⊙ = MANHOLE (M.H.)
- = CATCH BASIN (C.B.)
- = FIRE HYDRANT (F.H.)
- = WATER METER (W.M.)
- = WOOD POWER POLE (WD. P.P.)
- = CONCRETE POWER POLE (CONC. P.P.)
- = ANCHOR AND GUY WIRE
- = OVERHEAD WIRES
- = NOT TO SCALE
- = FENCELINE

NOTES:

1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHT-OF-WAYS OF RECORD.
2) NO UNDERGROUND OR INTERIOR IMPROVEMENTS WERE LOCATED EXCEPT AS NOTED.
3) LEGAL DESCRIPTION AS SUPPLIED BY CLIENT.
4) BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
5) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.

PLOT DATE AND TIME: 10/24/2023 9:15 AM EST

LOT SQUARE FOOTAGE: N/A

SCALE: 1" = 20'

DATE OF LAST FIELD WORK: 10/18/2023

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SURVEY WAS ELECTRONICALLY CERTIFIED BY ROLAND E. ROLLINS PROFESSIONAL LAND SURVEYOR NUMBER 4945 AS TIME STAMPED AND DIGITALLY SIGNED ABOVE. IF THIS SURVEY IS PRINTED IN PAPER FORM THEN IT BECOMES INVALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: RR230801UD

PSM LLC
Pickleball Sound Mitigation

Pickleball Sound Analysis Final Report

For

Ocean Village POA, Fort Pierce, FL

December 8, 2023

Robery M Unetich

Executive Summary:

PSM LLC has studied the proposed pickleball court site plans for Ocean Village. We have considered a number of sound barrier designs and other pickleball sound mitigation methods to minimize the likely impact of pickleball sound at homes close to this site. Our recommendation is that these courts should have a minimum of **fourteen ft. high mass-loaded-vinyl (mlv) barriers along the north and the west court fences and 12 ft high sound absorbing barriers along the south fence** (to minimize reflected sound traveling to the north) and a 12 ft. wide barrier on the north-east side corner. It is not necessary to have chain link mesh reach above the 10 ft height and 10 or 12 ft chain link is generally available as are long heavy duty pipes for barrier support.

In addition, we recommend the use of paddles and tournament approved paddles that meet the requirements of our firm's latest Blue List of Recommended Paddles and the newly released requirements of USA Pick;leball **Noise Reduced** tournament approved paddles.

We also recommend that ½ inch thick polyethylene, Nomex or aluminum core and fiberglass, graphite or composite face paddles not be permitted on these courts, since those models tend to be loud and to have a pitch above 1,000 Hz. This includes paddle models such as the Onix Z5, the Engage Encore, the Pro-lite Champion and the Paddletek Element and other models.

If these recommendations are adopted, we believe that sound levels at all nearby homes, including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

To be effective, the barrier materials must be of sufficient weight and properly sized and installed. We recommend that the mlv weigh at least ½ pound per square ft. We will provide additional guidance about sizing and mounting these recommended barriers. We are confident that if all of these steps are taken, pickleball sound at this site will be within the requirements stated above.

We also have a set of suggestions about the fence design, such as installing diagonal corners to strengthen the fence.

Report Summary: This report is a follow-on report to the report delivered to Ocean Village on March 25 of 2022 and of a draft report delivered to Ocean Village on November 13 of this year.. Therefore, it does not provide the usual description of pickleball sound and how we measure it. The report does, however, predict pickleball sound levels with and without specific combinations of sound barrier designs.

It also adds updated information about quieter pickleball equipment, a topic that is evolving rapidly because of the increase in attention pickleball sound is receiving nationwide. A benefit of this evolution is that the sound levels of many of the new paddles entering the market are lower and this trend can be expected to continue.

In addition, this report includes on site noise data taken by a PSM LLC engineer on the morning of November 10, 2023 and the afternoon of November 21, 2023, where background noise was measured and recorded at six locations in order to qualify the typical average background noise level in the vicinity of the planned courts. The original report measured an average noise level of 48 dBA but the new noise appendix is a more comprehensive analysis of noise levels at this location and it deduces from the data that the average noise level for the two visits this year was 47.4 dBA. The complete site visit report is included as Appendix A

The design of the barriers recommended includes a consideration of noise ordinances, ANSI recommendations and the field experience of PSM LLC. The predictions of sound levels are experience based. The software used for analysis of barrier designs, ***Noise Tools,*** does a calculation of diffraction losses, reflected sound path echos and the insertion loss of barrier materials.

The initial drawing below is a site plan superimposed on a Google Earth satellite view. Local photos taken by PSM staff enable us to consider the heights and elevations of the building surrounding the proposed pickleball site. The software is using satellite photos obtained from Google Earth and elevation information of roof heights to predict sound levels resulting from a sound source placed to simulate players on the courts.

The Sections that follow include:

1. A Site Description
2. A review of local noise ordinances and the ANSI Recommendations
3. A plot of predicted sound levels with no barriers and with ordinary pickleball paddles
4. A plot of predicted sound levels with no barriers and with quieter paddles meeting the requirements of the PSM LLC Blue List and USAor better, which is attached as an Appendix
5. Several plots of predicted sound levels with different height barriers on four sides of the courts
6. Our Conclusions and Recommendations
7. The Blue List of Recommended Paddles
8. Appendix A: A Report on Background Noise Levels

Site Description

The Latest Court Layout Drawing



Satellite View with distances to close homes from the center of the court area:



The distances to homes from players in the center of the court location are about 250 ft. It is about 70 ft less for players on the west side of the courts, making it about 180 ft. The north fence is about 220 feet from the fence to homes.

The ground surface between the courts and the homes is primarily grass, which has a lower reflection coefficient than asphalt or concrete and ground reflection is included in the computer analysis.

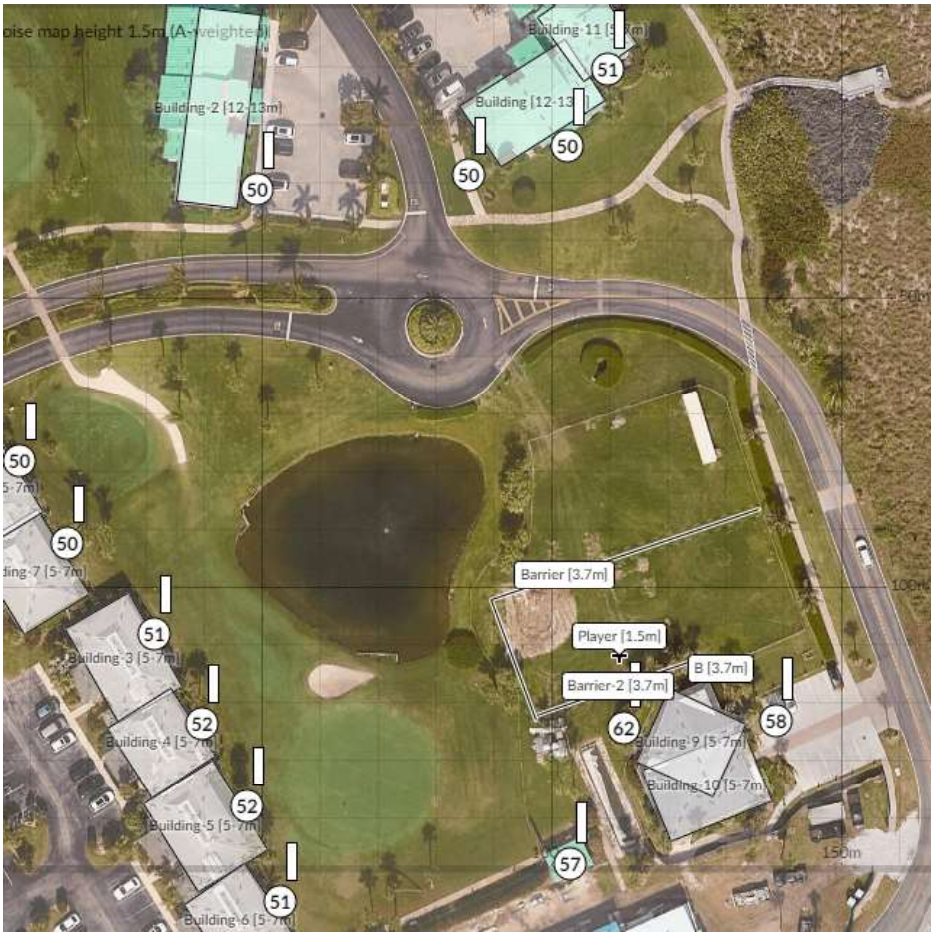
Adding Barriers and Quieter Paddles

While pickleball sound levels can reach 70 dBA at 100 feet from players over a hard surface, a barrier will reduce the ground reflection component by 3 dB and because of the inverse square law of energy distribution, levels will decrease by 6 dB when the distance doubles

Tests show that the enforced use of **tournament approved quieter paddles**, will reduce sound levels by 4 decibels. Using these factors we can calculate the predicted levels at the nearby homes with no barriers in place in the following plot



If we add barriers to three sides we will both attenuate the main path levels and attenuate the reflected path sounds. This next design plot adds three 12 ft high (3.7 meter) barrier sections along the north and west fences and a 12 ft high sound absorbing barrier along the south fence:



As seen above, sound levels are now close to but not under our established goal of under 50 dBA LAFmax at all residences.

It would be possible to reduce the levels by 2.5 decibels by requiring and enforcing the use of a quieter pickleball, such as the Onix Fuse, and this in fact one option. If that selection was made this would be the resulting sound level plot:



These levels are at the identified goal of 50 dBA or lower but it requires the enforced use of a ball such as the Onix Fuse.

Many pickleball players strongly prefer using the more popular tournament approved balls, the Franklin-X or Dura Fast 40. Rather than add a difficult to enforcement requirement on all players, we modeled the idea of increasing barrier heights and using the Franklin-X ball in the next soundscape plot.

We also added a 12 ft high by 12 ft. length of barrier covered fence in the north-east corner to reduce sound diffraction around that corner. It is called barrier # 5 in the plot.

This alternative design retains the use of the Franklin-X ball and it raises the barrier heights to 14 ft in two directions, west and north. We then obtained this plot:

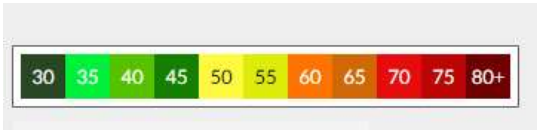


The 14 ft high barrier does not need to be fully covered by chain link mesh. Heavy duty support posts, which are readily available, can support a 14 ft high pipe frame. We recommend that a structural engineer be involved in the fence design.

The next plots also incorporate two diagonal fence sections in the north-west corners and north-east corners to strengthen the fencing.

Using the color graphics of Noise Tools Software, we see this soundscape in the following plot. This plot uses this color legend below for sound levels in dBA LAFmax metric.





The player in the above has been positioned (on Court 3, assuming a left to right court numbering method) to create the highest distant sound level.

To test that setting, the player is now moved to each court and the new soundscapes are plotted below:

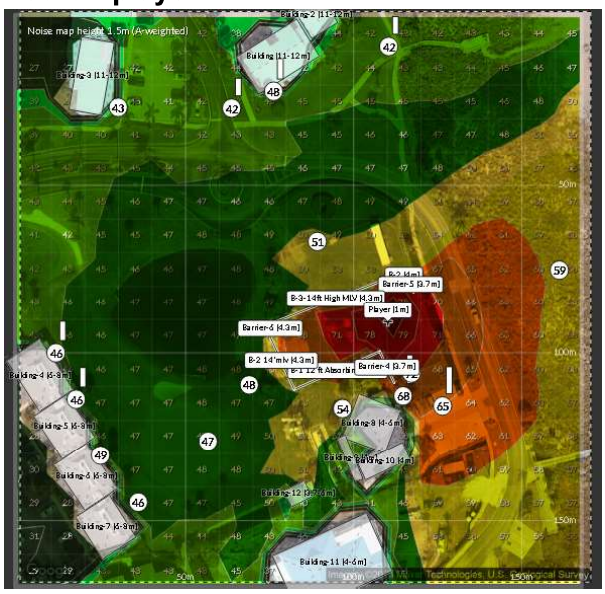
Court 1 player:



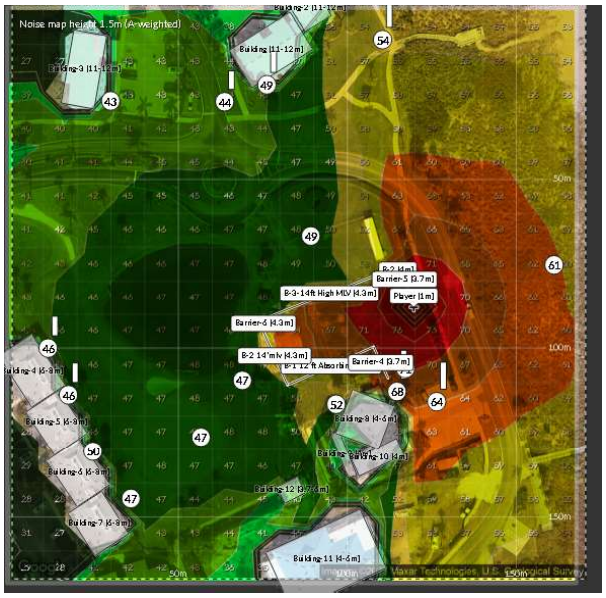
Court 2 player:



Court 4 player:



Court 5 player:



The above plots include the placements of hitters on all five courts and the predicted sound level does not exceed 50 dBA at homes. This combination of barriers includes 14 ft high mlv types on the north and west and a 12 ft high absorbing type along a portion of the south fencing plus a short section of mlv along the north east corner plus the use of quieter but tournament approved paddles and the most common tournament balls.

Sound levels are now below the target level of 50 dBA at all homes including on all floors. A 15 ft high barrier could be considered as an option.

The next plot assumes that the north barrier height is increased to 15 ft above the court surface. While this remains an option, the plot illustrates that the added reduction is modest.



If Ocean Village selects a fencing company that can install a fence of these varying heights, with the diagonal corners recommended and with sufficient wind loading capability, PSM LLC recommends the 14 ft high fence design be implemented.

Fort Pierce Noise Ordinances:

Noise is limited in ARTICLE II of the Fort Pierce Code of Ordinances. The followings sections, shown in italics, define the noise limits:

Sec. 26-37. - Purpose.

a) *Excessive, unnecessary or unusually loud noise is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.*

(b)

b) *It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.*

Sec. 26-38. - Terminology, standards, and definitions.

a)Definitions

*b) **Classification of use occupancy**. For purposes of defining the use occupancy, all premises containing habitually occupied sleeping quarters shall be considered residential use. All premises containing transient commercial sleeping quarters shall be considered commercial use. All premises containing businesses where sales, professional or other commercial uses are legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered industrial use. In cases of multiple use, the more restrictive use category shall prevail. Hospitals, nursing homes, schools, libraries, churches and all institutional uses shall be considered residential uses. Any area not otherwise classified shall conform to commercial standards.*

(c)

c) *Maximum permissible sound levels by use occupancy. It shall be unlawful to project a sound or noise, from one property into another property within the boundary of the use occupancy, which exceeds either the limiting noise spectra set forth in Table I below or exceeds the ambient noise level by more than three decibels when measured as specified under the noise enforcement practices as adopted by the city commission by ordinance.*

(1)

Sound or noise projecting from one use occupancy into another use occupancy with a different noise level limit shall not exceed the limits of the use occupancy into which the noise is projected.

(2)

The limits hereinabove referred to shall be in accordance with Table 1 in section 26-40.

Sec. 26-40. - Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

Table 1. Sound Level Limits by Receiving Property

Receiving Property Category	*Time*	*Sound Level Limit (dBA)*	*Sound Level Limit (dBC)*	*Sound Level Limit (dBZ)*
Residential	Monday through Saturday, 7:00 a.m.—11:00 p.m.	60	60	60
Residential	Sunday, 7:00 a.m.—1:00 p.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Residential	Sunday through Saturday, 11:00 p.m.—7:00 a.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Commercial	At all times	65	65	65
Industrial	At all times	70	70	70

(1) It shall be unlawful for any person to make, continue or cause to be made or continued within that portion of the city which has been designated as a residential or mixed use area of the city, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. any unreasonably loud, excessive, unnecessary, or unusual noise in such manner that noise produced, or the vibration made, by the same would be obvious, or cause discomfort and annoyance to an ordinary, reasonable prudent person at a distance greater than 50 feet from the real property line of the nearest receiving property. A sound level meter or sound level reading shall not be necessary for the enforcement of this subsection.

2) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ.

Analysis of the Ordinances:

We defer to others the meaning of b) ***Classification of use occupancy****. Maximum permissible sound levels "****by use occupancy****",* which limits sound levels to within 3 decibels of background noise levels. While "**Use Occupancy**" may be a legal term, it is, in our view, not well defined in Article II of this code. In addition, this definition of background noise:

We have calculated an **Average Background Noise level** based upon our measurements.

The Sound Level Limits in Table 1 adjustment when impulse noise is being measured:

Table 1 of the ordinance establishes 60 dBA as the normal sound level limit except for impulse noise, which, according to Section 26-40 2), has a limit of 70 dBA as measured in the fast mode with a sound level meter. This is the ANSI defined mode our sound level predictions and measurements employ.

The above teaches us that the actual impulse noise level limit inFort Pierce is 70 dBA.

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

PSM LLC is available to recommend vendors and mounting methods for these barriers. Ocean Village will need to develop a hurricane plan to protect the sound barriers and buildings as much as practical during hurricane conditions.

Suggestions:

Diagonal fence corners with triangular piping to change elevations are suggested to strengthen the fence . Tall hedges may be added to improve the appearance of the sound barriers.

We suggest waterproof baseboards along the bottom of the fences for attachment to the sound barriers and to keep the sound barriers from absorbing water or preventing water drainage from the court.

We suggest break away tie wraps or bungy cords along the top of the sound barriers to increase the ability to survive high wind conditions and to facilitate quick removal and reinstallation.

PSM LLC is available to assist in obtaining multiple quotes on sound barrier material.

The following pages are the most recent list of quieter paddles published by PSM LLC. A revised list with additional paddles will be released in January of next year.

The Pickleball Paddle Blue List

Quieter Pickleball Paddles

List updated: November 23, 2023

Introduction: The following paddles have been selected and qualified for 'Blue List' status through a testing procedure that uses a combination of metrics in addition to loudness (sound pressure). This includes measuring the 'pitch' and duration of the sound produced when a pickleball is struck by a paddle.

These metrics were selected after reviewing with players and non-players the characteristics of a typical pickleball hit including input from some who consider impulse sounds of this type to be annoying.

The resulting criteria were established by PSM LLC in 2022 as a means of recommending paddles to communities and pickleball clubs that are attempting to mitigate the sound of pickleball.

Test Procedure: PSM LLC is a pickleball acoustics consulting firm. We have built a tall (16 feet) echo free (or anechoic) ball drop chamber for testing pickleballs and paddles. A calibrated microphone is mounted in this chamber and a computer outside the chamber analyzes the microphone output using REW and Audacity software.

Criteria: The paddles listed have a sound pressure level (SPL) below that generated by a selected standard ½ inch thick fiberglass faced paddle, currently the Gamma 412 model. In addition, these paddles have their spectral energy density below 900 Hz and a decay time of the primary vibration mode to less than 10% of its initial peak value under 5 milliseconds.

Using This List: PSM LLC updates the list as it tests and identifies additional paddles that meet the criteria.

Updating This List: To arrange additional paddle or pickleball testing, contact PSM LLC via email at bob@pickleballsound.com.

For an updated version of **The Blue List**, see the PSM LLC website (pickleballsound.com) as well as the Pickleball Sound Mitigation Facebook group page. **The Pickleball Paddle Blue List** is copyright free.

Paddle Guidance: Tests have shown paddles at least 16 mm thick with carbon fiber surfaces and deemed to be "Control" models by paddle suppliers are generally quieter and have a lower main pitch sound. There are numerous models now on the market that meet this criteria that PSM LLC has not tested so they are not on The Blue List.

THE PICKLEBALL PADDLE BLUE LIST

PICKLEBALL SOUND MITIGATION LLC

www.pickleballsound.com

(paddles listed alphabetically by vendor name)

Paddle Vendor	Paddle Model Name	Notes
CRBN	1 and 1x	
CRBN	2	
Diadem	Vice	1
Diadem	Warrior	
E6	16s	
Electrum	E Pro II	
Focus	Silencer	
Franklin	Pro Series 16 mm	
Gamma	Obsidian 16	
Gearbox	CX11	
Gearbox	CX14	
Gearbox	GX5 and GX6	
Joola	Ben Johns 16 mm	
Joola	Simone Jardim 16 mm	
Joola	Radius	
Master Athletics	Q1	1
One More	Vibe	
One More	Pro Custom	
Owl Sport	Owl	2
Pickleball Rocks	The Dude	
Pickleball Rocks	Pink Widow	
Pro Drive	DRIVE	
Pro Kennex	Pro Speed	
Pro Kennex	Ovation	
Pro Pickleball	Infinity Widebody 16 MM	
Selkirk	Amped Epic	
Selkirk	Vanguard Invikta	
TMPR	Tantrum and TC-16	
Versix	Pro XL	
Wild Monkeys	Grizzly	
Wowlly	Surge XL	
Wolfe	Bite	

Note 1: Not USA Pickleball Approved
Note 2: USA Pickleball Approved in the Quiet Category

Appendix A

Background Noise Site Visit Sound Analysis Report

For

Ocean Village, Fort Pierce, FL

November 30, 2023

Robert M Unetich

Executive Summary:

The PSM LLC November 13 Pickleball Sound Assessment Report relied upon background noise level data from a trip to Ocean Village on March 17, 2022, to establish a baseline background noise level. In that first trip, low wind conditions existed and an average noise level of 48 dBA was recorded along Mainsail Drive.

The early data did not include data from higher elevations or when there was no wind at all or when a strong breeze was present, so PSM LLC requested that we be permitted to collect additional data at the site. An additional purpose of the new site visits was to acquire more accurate building and ground surface elevation information.

Recognizing that sound levels can vary considerably, a trip was made by a PSM LLC engineer on the mornings of November 10th and an afternoon trip was made on November 21 to collect additional sets of field data at a variety of locations including locations previously not studied.

Noise level data from those trips is included in this report. In general, the ambient noise level, measured using a variety of acoustics metrics, confirms that 48 dBA is about the average noise level at residences but it was determined that the ambient noise levels at the six locations tested varied from 46.6 dBA to 50 dBA.

The November 13 Report provided recommendations to install a set of different height mass-loaded-vinyl sound barriers and for Ocean Village to require the use of quieter paddles in order to reduce pickleball sound levels close to or below the average background noise level

If these recommendations are adopted, we believe that sound levels at all nearby homes including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

Field Data:

This plot illustrates the six locations where noise data was collected, numbered 1 through 6:



	Venue:	Ocean Village, Ft. Pierce, FL				
	Date:	Wednesday, November 01, 2023				
	Microphone:	Dayton Audio UMM-6				
	Microphone	Readings				
Time	Location	LAFmax	LAFmin	LZpeak	LAeq	Comments
8:26 AM	1					In front of admin building
8:21 AM	2					In front of building to the west
8:08 AM	3A					In front of building to the west and a little further north - ground level
8:14 AM	3B					In front of same building as 3A above - 2nd floor balcony
8:01 AM	4					On road north of the courts; quite windy
7:47 AM	5					In front of 3-story condos to the north of the courts
7:41 AM	6					At base of the dune to the northeast of the courts

The November 10 site visit collected photos of buildings and it recorded the noise measurements taken with a calibrated sound level meter. The following page includes the data taken on that trip.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/10/2023 Start Time: 7:30 AM End Time: 8:30 AM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: Computer: _____

Microphone: Mic Height: Above Surface: 5.0 ft

OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: _____ Number of courts in use: _____

Number of players hitting; _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____

Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____

Receiving Location Addresses: A:_____ B: _____

C: _____ D: _____ Wind Speed: 0.0 mph

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location	1	2	3	4	5	6
Conditions	Little wind	Little wind	Little wind	Little wind	Little wind	Little wind
Distance						
LAFmax						
1	42.2	44.5	45.0	44.7	42.0	39.2
2	40.5	44.0	48.0	43.1	42.2	38.3
3	43.0	44.3	45.6	43.5	42.3	39.0
4	42.7	43.6	44.0	41.6	42.4	39.9
5	41.6	45.2	43.7	41.5	41.3	39.3
6	42.0	43.5	44.7	41.8	43.2	40.1
7	42.3	44.4	44.3	41.8	44.4	39.5
8	41.7	47.7	42.7	42.2	43.0	38.5
9	42.4	47.5	41.9	42.6	41.8	39.4
10	40.0	44.3	42.1	42.1	42.0	39.6
11	41.5	45.1	41.9	42.5	44.3	39.7
Data Points						
Median:	**42.0**	**44.4**	**44.0**	**42.2**	**42.3**	**39.4**
Max:	**43.0**	**47.7**	**48.0**	**44.7**	**44.4**	**40.1**
LAFmin:						
LAeq:						

The median sound levels ranged from 39.4 to 44.4 dBA. The air was very calm at 0.0 mph. An additional trip was arranged for an afternoon later in the month and the following page is the data collected on that trip. On this trip, two sets of data were collected with two measurement tools, a Sper Type 2 calibrated sound level meter and a Dayton Audio calibrated microphone connected to a laptop software program that could calculate additional sound metrics. The entire set of data is shown below.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/21/2023 Start Time: 6:10 PM End Time: 7:15 PM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: 5.20.13 Computer: Windows 11

Microphone: UMM-6 Mic Height: Above Surface: 5.0 ft

OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: _____ Number of courts in use:

Number of players hitting; _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____

Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____

Receiving Location Addresses: A: 100 Mainsail Dr., Fort Pierce, FL B: _____

C: _____ D: _____ Wind Speed: 6.0 mph (avg.)

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location #	1	2	3	4	5	6	Dune
Conditions	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy
Distance							
LASmax	58.0	56.6	65.4	61.9	55.9	55.2	61.7
1	58.5	48.3	52.7	51.9	53.6	49.2	57.1
2	50.8	48.1	53.0	48.4	50.4	50.2	59.2
3	52.3	48.0	52.9	52.5	51.4	47.0	55.3
4	53.7	47.5	52.7	50.1	49.6	49.6	55.5
5	52.3	46.7	54.3	50.0	51.0	47.4	56.3
6	52.5	48.3	53.5	51.8	51.4	48.9	57.9
7	49.8	49.3	55.7	53.5	51.3	48.3	56.7
8	51.1	47.7	53.5	51.6	52.4	48.6	56.8
9	49.0	50.3	54.2	52.1	50.2	47.1	61.8
10	50.7	50.6	55.1	53.6	52.0	48.2	54.3
11	50.2	48.3	51.2	54.2	49.5	48.1	59.4
Data Points							
Median:	51.1	48.3	53.5	51.9	51.3	48.3	56.8
Max:	58.5	50.6	55.7	54.2	53.6	50.2	61.8
LASmin:	51.2	49.4	55.5	51.8	51.5	49.7	53.4
LAeq:	55.7	53.0	57.9	56.7	54.2	52.8	58.6

The median values of sound levels measured varied from 48.3 dBA to 55.5 dBA on this afternoon with a light breeze. The next page will average the median numbers and it will do a more complex conversion of dBA levels to actual air pressure levels, which are then averaged before again being converted to dBA readings, to take into account that averaging sound pressure is actually the average of all sound pressures, not the average of logarithm derived representations.

	Location 1 Median	2	3	4	5	6	Top of Dune
Nov 10	**42.0**	**44.4**	**44.0**	**44.2**	**42.3**	**39.4**	
Nov 21	**51.1**	**48.3**	**53.5**	**51.9**	**51.3**	**48.3**	**56.8**
Simple average	**46.6**	**46.4**	**48.8**	**48.1**	**46.8**	**43.9**	
True Pressure Average in dBA	**47.7**	**46.6**	**50.0**	**48.9**	**47.9**	**44.9**	

If we now take the true average of all 6 pressure and then convert to decibels we get:

47.4 dBA

This figure, **47.4 dBA** is the actual average sound level of six locations over two sets of wind conditions. This figure is close to the average noise level of **48 dBA** measured on March 17, 2022.

Considering noise level data collected by PSM LLC at other sites across Florida, this represents a rather typical overall average noise level, indicating that this portion of Ocean Village is not especially noisy at ground level, considering that it is near the shore. The data taken on the dune of 56.8 dBA, which was as much as 8 decibels higher (louder) than the lowest sound level recorded, suggesting that the dunes assist in blocking sound from the east at lower elevations.

The data on the dune also suggests that the background noise level may be higher at higher elevations.

Analysis

We can now relate the background noise levels to the pickleball sound levels predicted in the November 13 report.

Conclusion:

The predicted noise levels at locations 1 through 6 are near or below the background noise levels measured if the recommended sound mitigation is installed.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2393882 OR BOOK 1955 PAGE 815
Recorded:04/30/04 12:08

* Doc Assump: $ 0.00
* Doc Tax : $ 21,700.00
* Int Tax : $ 0.00

PREPARED BY:
David N. Sowerby, Esquire
MELVILLE & SOWERBY, P.L.
2490 South 25th Street
Fort Pierce, Florida 34981

RETURN TO:
Carol Capri Kalliche, Esquire
BECKER & POLAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312-6525

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this 23 day of April, 2004, by and between **RCR DEVELOPMENT COMPANY, INC., a Florida corporation**, (hereinafter "Grantor"), and, **OCEAN VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation,** whose post office address is 2400 South Ocean Drive, Fort Pierce, FL 34949 (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO restrictions, reservations and easements of record, if any, which are not reimposed hereby, and real estate taxes subsequent to December 31, 2003;

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND the Grantor warrants, at the time of the delivery of the Deed, the premises were free from all encumbrances made by Grantor, and that Grantor will defend against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

David N. Sowerby

Maureen Lounsbery

RCR DEVELOPMENT COMPANY, INC.
a Florida corporation

By: _____
Roy Chapin, III, Vice President
2560 RCA Boulevard, Ste. 112,
Palm Beach Gardens, FL 33410

(corporate seal)

[Space Above This Line For Recording Data]

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me, this 23rd day of April, 2004, by ROY CHAPIN, III, as Vice President of RCR DEVELOPMENT COMPANY, INC., a Florida corporation, on behalf of the corporation, [✓] who is personally known to me, or [___] who produced his driver's license as identification.

Notary Stamp:

DAVID N. SOWERBY
MY COMMISSION # DD302396
EXPIRES: March 22, 2008
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Public, State of Florida at Large
Commission #_____
My Commission Expires:

EXHIBIT "A" - Page 1

Commencing at the Southwest corner of Section 7, Township 35 South, Range 41 East, St. Lucie County, Florida, run South 89°17'30" East along the South line of said Section 7 a distance of 70.0 feet to a point on the easterly right-of-way line of State Road A-1-A, said point being the Point of Beginning.

From the Point of Beginning, run North along the easterly right-of-way line of State Road A-1-A a distance of 872.30 feet; thence run East a distance of 386.47 feet to a point of curvature; thence run along the arc of a curve concave to the North having a radius of 724.04 feet and a central angle 8°30'52" a distance of 107.60 feet to a point at the northwesterly corner of Catamaran, II, A Condominium as recorded in Office Record Book 334, Page 2451 of the Public Records of St. Lucie County, Florida; thence run along the boundary of Catamaran II as follows: run South 32°30'00" East a distance of 119.73 feet thence run South a distance of 59.0 feet; thence run South 38°00'00" West a distance of 239.70 feet; thence run South 19°07'00" West a distance of 270.0 feet; thence run South 70°53'00" East a distance of 255.07 feet; thence North 55°45'07" East a distance of 102.22 feet; thence departing from the boundary of Catamaran II run South a distance of 10.00 feet; thence run East a distance of 283.18 feet to a point on a curve on the westerly right-of-way line of Windward Drive, a 30 foot wide private right-of-way; thence with a radial bearing North 76°20'35" East run southerly along the arc of a curve having a radius of 465.00 feet and a central angle 16°20'35" a distance of 132.64 feet to a point of tangency; thence run South 30°00'00 East along said right-of-way a distance of 342.01 feet; thence run North 60°00'00" East a distance of 30.00 feet to a point on the easterly right-of-way line of Windward Drive and the Southwesterly corner of Ocean Villas III, A Condominium, as recorded in Official Record Book 277, Page 2686, of the Public Records of St. Lucie County, Florida; thence run along the boundary of Ocean Villas III as follows; run North 60°00'00" East a distance of 222.10 feet; thence run North 41°01'14" East a distance of 62.22 feet; thence departing from the boundary of Ocean Villas III, run South 85°35'08" East a distance of 88.57 feet to the Southwesterly corner of Seascape II, A Condominium, as recorded in Official Record Book 362, Page 2576, of the Public Records of St. Lucie County, Florida; thence run North 73°25'28" East along the south line of Seascape II a distance of 141.22 feet to a point on the coastal construction setback line; as recorded on September 15, 1988 in Plat Book 26, Pages 26, and 26A-26I of the Public Records of St. Lucie County, Florida; thence South 16°57'20" East along said coastal construction setback line a distance of 108.35 feet; thence continue along said coastal construction setback line South 17°00'01" East a distance of 546.04 feet to a point on the northerly right-of-way line of Blue Heron Boulevard, a county road; thence run along the northerly right-of-way line of said Blue Heron Boulevard as follows: thence run North 89°17'30" West a distance of 366.26 feet; thence run South 00°42'30" West a distance of 20.00 feet; thence run North 89°17'30" West a distance of 1458.50 feet to a point of intersection with the easterly right-of-way line of State Road A-1-A; thence run North along said easterly right-of-way line of State Road A-1-A a distance of 595.40 feet to the Point of Beginning.

EXHIBIT "A" - Page 2

LESS AND EXCEPT (OCEANHOUSES):

A PART OF SECTION 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 595.43 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLUE HERON BOULEVARD, A DISTANCE OF 1398.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 00°42'30" EAST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE NORTH 89°17'30" WEST, A DISTANCE OF 163.79 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 165.00 FEET AND SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF WINDWARD DRIVE ACCORDING TO THE PLAT OF SOUTHPOINTE AS RECORDED IN PLAT BOOK 39, PAGES 7 AND 7A OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID WINDWARD DRIVE, THROUGH A CENTRAL ANGLE OF 13°13'15", HAVING A CHORD BEARING OF NORTH 05°09'10" EAST AND A CHORD LENGTH OF 37.99 FEET, A DISTANCE OF 38.07 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 220.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID WINDWARD DRIVE, THROUGH A CENTRAL ANGLE OF 06°50'26", HAVING A CHORD BEARING OF NORTH 04°53'31" WEST AND A CHORD LENGTH OF 26.25 FEET, A DISTANCE OF 26.27 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 105.17 FEET TO A POINT; THENCE NORTH 23°30'23" EAST, A DISTANCE OF 165.87 FEET TO A POINT; THENCE NORTH 32°52'26" EAST, A DISTANCE OF 161.88 FEET TO A POINT; THENCE NORTH 73°25'28" EAST, A DISTANCE OF 141.22 FEET TO A POINT ON THE COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN PLAT BOOK 26, PAGES 26, 26A THROUGH 26I OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 72°59'59" EAST, A DISTANCE OF 372.95 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN AS LOCATED ON OCTOBER 12, 2000 BY ROLAND E. ROLLINS, PROFESSIONAL LAND SURVEYOR, AT ELEVATION 1.95 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929; THENCE SOUTH 16°51'59" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 128.71 FEET TO A POINT; THENCE SOUTH 12°22'53" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 171.22 FEET TO A POINT; THENCE SOUTH 15°36'37" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 251.58 FEET TO A POINT; THENCE SOUTH 07°15'17" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 41.59 FEET TO A POINT; THENCE NORTH 89°17'30" WEST, A DISTANCE OF 243.45 FEET TO A POINT; THENCE SOUTH 16°24'50" EAST, A DISTANCE OF 119.30 FEET TO A POINT; THENCE SOUTH 73°35'10" WEST, A DISTANCE OF 51.60 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°59'29", HAVING A CHORD BEARING OF SOUTH 44°29'21" WEST AND A CHORD LENGTH OF 49.24 FEET, A DISTANCE OF 51.48 FEET TO A POINT ON A NON-TANGENT LINE AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 18.74 FEET TO A POINT ON THE SAID COASTAL CONSTRUCTION CONTROL LINE; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 366.26 FEET TO A POINT; THENCE SOUTH 00°42'30" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 59.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.574 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" - Page 3

FURTHER LESS AND EXCEPT (GOLF LODGES - PHASE I):

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 58.45 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 255.09 FEET TO A POINT; THENCE SOUTH 11°26'30" EAST, A DISTANCE OF 383.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 206.24 FEET, TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTHPOINTE DRIVE ACCORDING TO THE PLAT OF SOUTHPOINTE AS RECORDED IN PLAT BOOK 39, PAGES 7 AND 7A OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHPOINTE DRIVE, THROUGH A CENTRAL ANGLE OF 07°13'02", HAVING A CHORD BEARING OF SOUTH 04°19'01" WEST AND A CHORD LENGTH OF 12.59 FEET, A DISTANCE OF 12.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°42'30" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHPOINTE DRIVE, A DISTANCE OF 92.44 FEET TO A POINT; THENCE SOUTH 45°39'48" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHPOINTE DRIVE, A DISTANCE OF 28.26 FEET TO A POINT; THENCE SOUTH 00°42'30" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHPOINTE DRIVE, A DISTANCE OF 37.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 233.25 FEET TO A POINT; THENCE NORTH 00°44'44" EAST, A DISTANCE OF 139.01 FEET TO A POINT; THENCE NORTH 64°56'27" EAST, A DISTANCE OF 52.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.908 ACRE OF LAND MORE OR LESS.

FURTHER LESS AND EXCEPT (GOLF LODGES - PHASE II)

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 58.45 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 255.09 FEET TO A POINT; THENCE SOUTH 11°26'30" EAST, A DISTANCE OF 140.76 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 11°26'30" EAST, A DISTANCE OF 242.74 FEET TO A POINT; THENCE SOUTH 64°56'27" WEST, A DISTANCE OF 52.94 FEET TO A POINT; THENCE SOUTH 00°44'44" WEST, A DISTANCE OF 139.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 131.99 FEET TO A POINT; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 399.35 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 133.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.367 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" - Page 4

FURTHER LESS AND EXCEPT (GOLF LODGES - PHASE III):

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 45.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 89°17'30" EAST, A DISTANCE OF 252.46 FEET TO A POINT; THENCE SOUTH 11°26'30" EAST, A DISTANCE OF 154.06 FEET TO A POINT; THENCE NORTH 89°17'30" WEST, A DISTANCE OF 283.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE NORTH 00°00'00" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.926 ACRE OF LAND MORE OR LESS.

FURTHER LESS AND EXCEPT (GOLF LODGES - PHASE IV)

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 196.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 89°17'30" EAST A DISTANCE OF 149.41 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 212.52 FEET TO A POINT; THENCE SOUTH 89°53'23" WEST A DISTANCE OF 149.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE NORTH 00°00'00" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 214.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.733 ACRE OF LAND MORE OR LESS.

EXHIBIT "A" - Page 5

FURTHER LESS AND EXCEPT (GOLF LODGES - PHASE V):

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 410.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 89°53'23" EAST, A DISTANCE OF 149.40 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 186.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 149.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD AND THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE NORTH 00°00'00" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 184.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.637 ACRE OF LAND MORE OR LESS.

FURTHER LESS AND EXCEPT (TRACT F):

A PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 595.43 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLUE HERON BOULEVARD; A DISTANCE OF 1294.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 00°41'47" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WINDWARD DRIVE, A DISTANCE OF 191.04 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 135.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID WINDWARD DRIVE THROUGH A CENTRAL ANGLE OF 17°04'55", HAVING A CHORD BEARING OF NORTH 09°14'58" EAST AND CHORD LENGTH OF 40.10 FEET, A DISTANCE OF 40.25 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 165.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF SAID WINDWARD DRIVE THROUGH A CENTRAL ANGLE OF 06°01'38", HAVING A CHORD BEARING OF NORTH 14°46'36" EAST AND A CHORD LENGTH OF 17.35 FEET, A DISTANCE OF 17.36 FEET TO A POINT; THENCE SOUTH 89°17'30" EAST A DISTANCE OF 163.79 FEET TO A POINT; THENCE SOUTH 00°42'30" WEST A DISTANCE OF 247.53 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD; THENCE NORTH 89°17'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BLUE HERON BOULEVARD, A DISTANCE OF 173.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.983 ACRE OF LAND MORE OR LESS.

EXHIBIT "A" - Page 6

FURTHER LESS AND EXCEPT (GOLF LODGES - NORTH):

A PART OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 89°17'30" EAST, ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 70.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE NORTH 00°00'00" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 390.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 00°00'00" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, A DISTANCE OF 294.65 FEET TO A POINT; THENCE NORTH 89°47'03" EAST, A DISTANCE OF 175.03 FEET TO A POINT; THENCE NORTH 15°51'52" EAST, A DISTANCE OF 89.55 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 73.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°19'03", HAVING A CHORD BEARING OF NORTH 59°31'24" EAST AND A CHORD LENGTH OF 100.79 FEET, A DISTANCE OF 111.25 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 51.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°58'23", HAVING A CHORD BEARING OF NORTH 68°41'43" EAST AND A CHORD LENGTH OF 57.75 FEET, A DISTANCE OF 61.39 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 22.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°02'01", HAVING A CHORD BEARING OF NORTH 06°48'29" WEST AND A CHORD LENGTH OF 28.88 FEET, A DISTANCE OF 31.50 FEET TO A POINT ON A NON-TANGENT LINE AND BEING ON THE THE SOUTH RIGHT-OF-WAY LINE OF CLIPPER BOULEVARD; THENCE NORTH 90°00'00" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CLIPPER BOULEVARD, A DISTANCE OF 49.71 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 724.04 FEET; THENCE EASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CLIPPER BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'28", HAVING A CHORD BEARING OF NORTH 89°35'16" EAST AND A CHORD LENGTH OF 10.42 FEET, A DISTANCE OF 10.42 FEET TO A POINT; THENCE SOUTH 15°52'03" WEST, A DISTANCE OF 529.09 FEET TO A POINT; THENCE NORTH 83°58'20" WEST, A DISTANCE OF 253.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.705 ACRES OF LAND MORE OR LESS.

FURTHER LESS AND EXCEPT (SOUTHPOINTE SUBDIVISION):

All of Southpointe Subdivision, except Tract B thereof, as recorded in Plat Book 39, Page 7, of the Public Records of St. Lucie County,Florida.

Saint Lucie County Property Appraiser

Michelle Franklin CFA

Report generated: Tuesday, November 14, 2023

Parcel Report





Parcel

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

PARCELNO: 2507-321-0001-000-5
Property ID: 33901
Owner1: Ocean Village POA Inc
SiteAddress: Southpointe DR

Owner

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Owner1: Ocean Village POA Inc
Owner2:
Owner3:
MailingAddress: 2400 S Ocean Dr Fort Pierce, FL 34949-8018

Overview

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS
DistrictGroup: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: $597,400
FinishedArea: 6,062
Acres: 40.02
TotalArea: 1,743,271

PrimaryLandUse: 7700 - CLUBS

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $597,400

FinishedArea: 6,062

Acres: 40.02

TotalArea: 1,743,271

Legal Description

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4

ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC

W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5 ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

LegalDescription: 7 35 41 GOVT LOT 3-LESS THAT PART ASSD IN SURFSIDE-UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FP AS IN OR 237-127 AND LESS THAT PART ASSD IN CATAMARAN I- AND GOVT LOT 4- LESS A1A R/W- AND GOVT LOT 5 - LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN CORAL I AND LESS THAT PART GOVT LOT 5

ASSD AS BEACH CLUBHOUSE SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS II AND LESS THAT PART GOVT LOTS 4 AND 5 ASSD IN OCEAN VILLAS III AND LESS THAT PART GOVT LOT 3 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692-2012 AND LESS AS IN OR 692-2011 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANHOUSES AT SOUTHPOINTE AS IN OR 1668-205 AND LESS THAT PART GOVT LOT 4 MPDAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.01 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.08 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.65 FT,TH N 89 47 03 E 175.03 FT,TH N 15 51 52 E 89.55 FT TO CURVE CONC SE,R OF 73 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NW,R OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC W,R OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC N,R OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1955-808, 815)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2023	$597,400	$335,900	$185,900	$75,600	$563,963	$563,963	$0	$33,437	$0
2022	$891,900	$629,500	$185,900	$76,500	$512,694	$512,694	$0	$379,206	$0
2021	$643,600	$414,200	$185,900	$43,500	$466,086	$466,086	$0	$177,514	$0
2020	$637,400	$407,600	$185,900	$43,900	$423,715	$423,715	$0	$213,685	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

SLC Tax Collector's Office taxes for this parcel
Download TRIM notice for this parcel

Exemptions

Description	Tax Year	Grant Year	Amount
HOA/POA No Card	2023	2004	$563,963

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: LROF - LOW RISE OFFICE-1 STORY

Story Height: 1 Story

No of Living Units:

Total Finished Area: 2,447

Gross Sketched Area: 2,827

Year Built: 1973

Effective Year: 1976

Primary Roof Cover: Dim Shingle

Primary Roof Structure: Hip

Primary Wall: CB Stucco

A/C %: 100

Building Sequence: 2

Bedrooms: 0

Bathrooms: 0

Building Type: INDW - INDUSTRIAL-WAREHOUSE (STORAGE)

Story Height: 1 Story

No of Living Units:

Total Finished Area: 3,615

Gross Sketched Area: 4,015

Year Built: 2001

Effective Year: 2001

Primary Roof Cover: Enam Metal

Primary Roof Structure: Steel Truss

Primary Wall: Corr Metal

A/C %: 24

Building Sequence: 3

Bedrooms: 0

Bathrooms: 0

Building Type: CLHS - Clubhouse

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

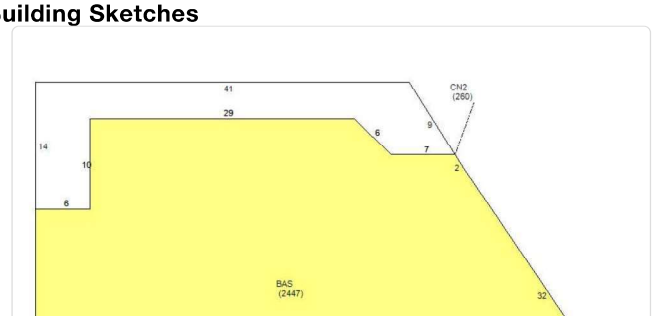
Primary Roof Cover:

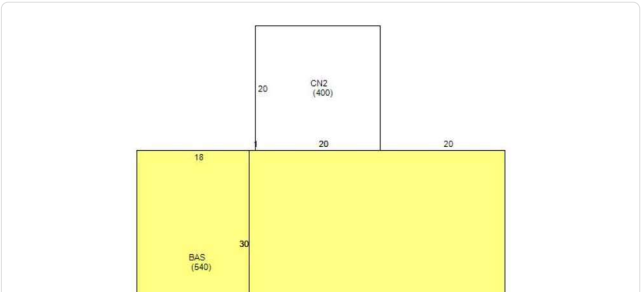
Primary Roof Structure:

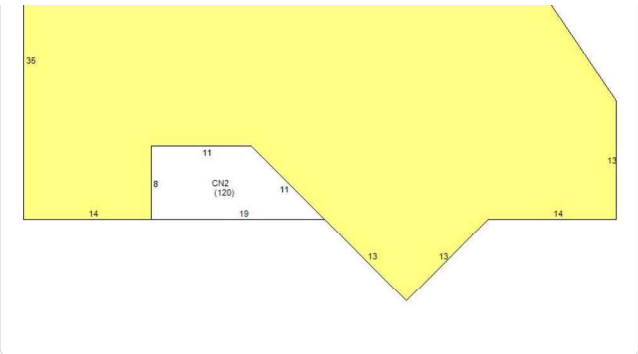
Primary Wall:

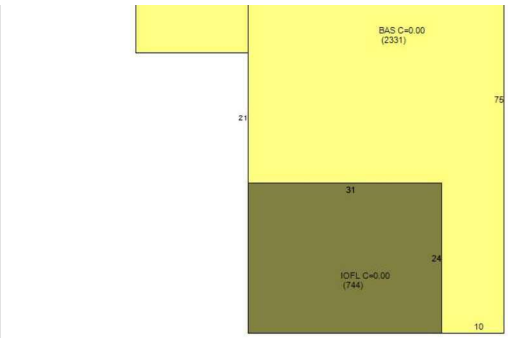
A/C %:

Building Sketches









Sub Area

Building Sequence	Sketch Area Code	Description	Finished Area	Gross Area
1	BAS	BASE AREA	2,447	2,447
1	CN2	CANOPY	0	380
2	BAS	BASE AREA	2,871	2,871
2	CN2	CANOPY	0	400
2	IOFL	INTERIOR OFFICE LOW QUALITY	744	744

SFYI

Description	Units	Year Built
CONCRETE LOW	10,612	2001
OHD AVG	282	2001
CHAIN LINK FENCE 6' TALL	417	2001
CLAY TENNIS COURT	13,200	1974
CHAIN LINK FENCE 10' TALL	480	1974
CB/8'	600	1974
Asphalt	16,400	1973
Asphalt	158,400	1973
BOARDWALK	360	1973
CHAIN LINK FENCE 6' TALL	450	1973

Land Lines

Line Number	Units	Unit Type
1	27.21	Acre
2	12.81	Acre

Permits

Permit Number	Issue Date	Description
BP22-0721	04/18/2022	Commercial New Construction
BP22-0722	04/18/2022	Site Work
BP22-0136	01/14/2022	Fence
BP21-3525	06/28/2021	Electric
BP20-3415	10/19/2020	Electric
BP19-2985	09/19/2019	Fence
BP16-1501	10/05/2017	Additions to existing construction
BP17-0387	02/10/2017	Electric
BP16-3268	12/13/2016	Electric
BP16-2964	11/17/2016	Re Roof Permit
BP15-2677	10/06/2015	Electric
BP15-1279	05/22/2015	Electric
BP14-2171	08/19/2014	Electric
BP14-1936	07/28/2014	Electric
BP14-0453	02/24/2014	Electric
BP12-2147	12/05/2012	Alterations/Remodeling
BP10-1923	08/19/2010	Alterations/Remodeling
BP09-0468	04/10/2009	Concrete
IRR200518	01/11/2006	Unknown
TT20052	03/04/2005	Unknown
SIDE20025	07/20/2004	Unknown
QUAD200411	01/01/2004	Unknown
CR2002-24	10/31/2002	Unknown
CR2002-35	10/30/2002	Unknown
SIDE2002-5	10/10/2002	Unknown
CR2002-23	09/27/2002	Unknown
F01-0001017	07/24/2001	Unknown
F000-000934	09/15/2000	Unknown
F88000143B	03/01/1988	Unknown
F88000143P	03/01/1988	Unknown
F88000143S	03/01/1988	Unknown

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
04/23/2004	$3,100,000	XX02	SPWD	R C R Development Co Inc,	1955-815	Clerk of Courts
05/06/1998	$2,100,000	XX01	WD	OCEAN ESTATES INC	1144-493	Clerk of Courts
02/06/1995	$840,800	XX02	WD	FEDERAL DEPOSIT INSURANCE CORP	940-1266	Clerk of Courts
05/07/1990	$6,500,000	XX01	WD		692-2009	Clerk of Courts

Photos







v2023-08-17

Date: March 12, 2024

Dear Mayor Hudson, Dear City of Fort Pierce Commissioners,

This letter is an official request for a Quasi-Judicial hearing to appeal the decision taken by the City Planning Board to approve the plan to build 5 pickleball courts in Ocean Village at 2400 South Ocean Drive on Hutchinson Island to be heard at the Commissioner's Meeting at 5pm on March 18.

I represent a large group of concerned residents as their Applicant in this process and appoint Mr. Allen Reinwasser as my Representative who will present this application since I am unable to attend myself in person.

Jay Lentz will present as a witness. The addresses of me, my representative and the witness are listed at the end of this letter.

Many residents have strong concerns about granting approval for the Ocean Village Pickleball Arena construction project and ask that the Commissioners protect them by voting no to this project.

This project has been the most controversial topic within Ocean Village in over four years.

There are numerous issues with this project that are summarized below and documented in exhibits 1-5 to this letter.

Several statements that were made to the City Planning Board at the meeting that occurred on February 12, 2024 are false, and conditions in the TRC comments 5.0 by District Planning Group are not enforceable.

The information below and attached provide more accurate information relevant to these statements made during that meeting by Ocean Village representatives who are personally conflicted in supporting this project regardless of owner concerns, so much so that they have misrepresented information to city officials in order to gain approval of this project.

Thank you for your consideration of these critical issues and for voting NO.

MISLEADING/FALSE INFORMATION PRESENTED AT THE PLANNING COMMITTEE MEETING ON FEBRURARY 12, 2024	CORRECTION/FACTS
1. **PARKING:** Ocean Village Representatives stated that no additional parking will be needed since players walk or ride their bikes and the outside public is not allowed to use Ocean Village Amenities.	**See documentation under Exhibit 1** This answer is misleading as it fails to address the true issue of the need for additional parking. When the pickleball courts were located in Ocean Village on the asphalt tennis courts at the Catamaran II neighborhood, parking was identified as a major problem for the players and used in their justification to build the courts near the community center so that those parking spots could be used. There were ongoing issues with pickleball players driving to the courts and parking in private spaces at that time. There were several objections raised to the property management company and the POA Board concerning the parking problem that plagued the Catamaran II community due to the influx of pickleball players driving to the courts each morning. After appeals for the board to address this issue went unanswered, the Catamaran II Board was forced to resort to contracting, at their own expense, with a towing company to remove the cars of those players who refused to observe parking restrictions in the Catamaran 2 community. There is not adequate parking at the community center for the addition of 90 player/spectators as per the present plan. No Parking study has been undertaken. The permit for the Community Center project did not allow for a spectator area, for an additional 90 people or the use of the facility by non-residents or tournaments. Ocean village pickleball committee members have proactively expressed strong interest in having pickleball tournaments at Ocean village which would include attendance of nonresidents. Before pickleball was suspended at Ocean Village due to noise complaints of owners, the pickleball committee members widely promoted Ocean Village on social media as a potential tournament destination.
2. **Sound Ordinance Compliance:** Ocean Village representatives stated that the sound mitigation study shows that pickleball play would be totally compliant with the Fort Pierce noise ordinance. The distance	**See documentation under Exhibit 2** The sound study ignores the PRESENT city of Fort Pierce Noise ordinance statute 26-43 completely. Other than pure noise level (decibels), the most irritating part of pickleball noise is the frequency of circa 1200 HZ. This is the same frequency as that used for trash truck back-up signals that has been researched specifically to give warning. No acoustic barrier reduces this

from the courts to the nearest residence was documented as being 250 feet.	irritation. These courts will disrupt the peace and serenity of residents in 34 homes with direct line of sight less than 200 ft from the courts. The distance of the courts to the residences as presented are incorrect. Actual distance from the Capstan and OVI property lines to the edge of the proposed courts is less than 200ft. The City is the process of revising its' noise ordinance. We ask the Commission to include Pickleball noise protection for residents in the new ordinance.
3. Sound Mitigation: Ocean Village representatives indicated that they will use low noise paddles and that the plans are conservative to reduce noise levels much lower than the city ordinance.	**See documentation under Exhibit 3** This statement is false because it refers only to one aspect of the ordinance and ignores other key requirements. The requirements in the application indicate that low noise equipment must be used. The pickleball committee and players have consistently stated that they do not want to, and cannot enforce the use of low noise equipment. A current Board Officer who is previous chair of the pickleball committee has indicated he does not support the use of such equipment and that compliance cannot be guaranteed. The sound mitigation report indicates the only way that the courts could meet the 3db above ambient portion of the ordinance is through the use of low noise paddles and 14 foot fences with heavy duty vinyl sound mitigation panels. The actual plan includes 12 foot fences, with no engineering details for such a fence including ground supports for high winds.
4. **OVERSTATED SUPPORT FOR THE PICKLEBALL ARENA PROJECT:** Ocean Village representatives stated that the vast majority of Ocean Village owners support the construction of the Pickleball Arena, and only a very small minority oppose the project. When asked if there was a vote, they explicitly said "yes" there was a vote.	**See documentation under Exhibit 4** Ocean Village Owners have **NEVER** been allowed to vote on nor been surveyed on the current Pickleball Arena Project. The only vote held for Pickleball was at the board level. The last OV Owner survey occurred in 2019 that ranked pickleball toward the bottom of the list (see survey attached in the application documents). There are hundreds of Ocean Village owners who are not in favor of this project (see exhibit 4). This is due to a variety of factors including: health concerns; disruption of peace; cost; risk; harm to their neighbors; loss of green space; flood mitigation; and proximity to the 9th hole of our golf course (directly adjacent to the putting green).

	Residents who live and own property directly adjacent to the planned pickleball arena have lost rental income and property value since these plans were approved by the POA board. This planned project will disrupt the peace and serenity of 34 homes negatively affecting health and wellbeing of residents. Testimony from around the country has documented that the high pitch, constant pickleball "pops" negatively impacts health and wellbeing of residents. The proposed courts would generate approximately 96,000 "pops" per 8 hour playing day. (for example https://www.youtube.com/watch?v=wR9s789KR6I in particular from 44:00 minutes onward)

The engineer (Bob Unetich) who provided the sound study and mitigation plan is a highly biased pickleball supporter who omitted important information in his report (see exhibit 2). He is a retired engineer not a sound specialist. He is a pickleball player who founded a niche business making sound mitigation recommendations to support the building of new pickleball courts.

While his pedigree may be strong in other areas of engineering, he is not accredited by the National Council of Acoustical Consultants which is the professional organization governing standards for professional engineers who are specialists in providing engineering plans to reduce or mitigate sound disturbances.

Thank you for your consideration of these critically important corrections to several statements that were made by representatives of Ocean Village at the City Planning Board meeting on February 12, 2024.

Numerous Ocean Village owners are concerned that their quality of life at their homes in fort Pierce are being compromised by this high-risk amenity project. Since the Ocean Village POA board majority are pickleball enthusiasts we must reply on the City to protect us.

There is a high risk of daily complaints to the Fort Pierce Police Department to stop the noise from these courts, if built, causing a major diversion of focus and time of the police department. There is also a high risk of litigation if this project is approved and built.

Thank you for your consideration of these critical issues and for voting NO.

Sincerely,

Chris Savino

Chris Savino

Applicant: Chris Savino, 2400 South Ocean Drive, Unit 7615, chrisno33@yahoo.com

Applicant's Representative and Presenter: Allen Reinwasser, 2400 South Ocean Drive C121, Allensellsyourhome@gmail.com , 248-568-6899, and 200 S Dorchester Ave, Royal Oak, MI 48067

Witness: Jay Lenz, 2400 South Ocean Drive , C125, jayalentz@gmail.com, 816-665-5056, and 100 R St, Lake Lotawana , MO 64086

Allen Reinwasser
2400 South Ocean Drive C121
Allensellsyourhome@gmail.com
Tel: 248-568-6899

Real Estate Expert



Born in Iowa and raised in Michigan, Allen received both his undergraduate and graduate degrees in Mechanical engineering.

He has 26 years experience in automotive engineering specializing in plastics processing and since 2020 in Florida Real Estate.

Mr. Reinwasser decided to make a big change in his life after one of his 3 children became a casualty to veteran PTSD. With contacts in the Fort Pierce area, he began visiting and fell in love with the island, the ocean and the Fort Pierce area.

After qualifying as a Real Estate Broker, (license number SL3484736) in 2020, Allen has helped numerous clients find their dream home in Fort Pierce.

Through his work at the official Real Estate office within Ocean Village (Coldwell Banker) he became an expert on community valuations and the local market. Mr. Reinwasser is presently an Agent at Real Estate of Florida focusing on Hutchinson Island and Ocean Village in particular.

Education: University of Michigan, Master in Engineering 1999- 2002; Kettering University BSME Plastics Processing, 1990-1995; DBPR Real Estate Broker license.

12.03.2024

Ocean Village Pickleball Appeal- quasi judicial hearing Exhibit 1

EXHIBIT 1 PARKING

Pickleball players and the Ocean Village Pickleball Committee have historically stated that sufficient parking for players near the courts was a major issue.

The pickleball committee have advertised Ocean Village as a pickleball location and planned on running tournaments. Unlike tennis where tournaments bring in a maximum of 12 players, pickleball tournaments have the potential to exceed 100. The seating area of the planned Pickleball Arena accommodates 90 players and spectators, but has no additional parking.

The Community Center Permit specified no external /public events. As a result, no parking study was done.

There is not sufficient parking as it is.

Below selected validation of the need that Pickleball players have indicated for parking.

From: **Stu King** <wingman5103@gmail.com>
Date: Sun, Aug 28, 2022, 3:09 PM
Subject: Re: Rod Lechtenberger
To: ROD LECHTENBERGER <rod_lechtenberger@yahoo.com>

Thank you for understanding Rod.
Unfortunately it will be getting worse as POA has reversed their original decision to build 8 Pickleball Courts in the North field near the clubhouse that we provided $409,000 to pay for! Instead they give pickleball players a substandard court area adjacent to Catamaran II! This will only become more challenging
There will be No More Warnings!
I have to and will Tow any vehicle that doesn't belong here.
Even more disappointed should be the Pickleball Community Players. They have been given the short shaft, and so have we! When Catamaran II owners return they will be furious!
I don't blame the pickleball players and I support their right to have a better playing field, that we paid for! No facilities here, no parking here, no room for spectators here.....!
It doesn't make any sense!

Stu

Ocean Village Pickleball Appeal- quasi judicial hearing Exhibit 1

Begin forwarded message:

From: Chris Savino <chrisno33@yahoo.com>
Date: March 6, 2021 at 9:48:32 AM EST
To: Bill Thorne <billthorne@att.net>, Stu King <wingman5103@gmail.com>, Shirley <ssipe2003@yahoo.com>, Sue Thew <susanthew1953@gmail.com>, John Hoben <john.hoben@comcast.net>
Subject: Fw: Pickle ball parking

See below the email I sent to the co chair.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Saturday, March 6, 2021, 9:46 AM, Chris Savino <chrisno33@yahoo.com> wrote:

This is a friendly reminder to let the pickle ball players know that they cannot park their cars or trucks on Cat II property which includes the visitors parking lot. If they want to drive over they should call the POA and ask them where to park.

Sent from Yahoo Mail for iPhone

CS **Chris Savino** tennis & pickleball 5 February 2023 at 19:05
Re: Jim Chrulski ~ Volunteering to help
To: Trudi Schifter

Always good to hear other ideas. We have to push for low noise paddles.

Sent from Chris Savino

On Feb 5, 2023, at 12:54 PM, AquaSPE <trudi@aquaspe.com> wrote:

The ultimate solution if PB does not embrace low noise equipment,is Jaycee park. I LOVE Jim's suggestion.

I find it ironic that one of the big initial complaints about PB on courts 7-10 was lack of parking (people are driving now within OV) it is actually closer to Jaycee park from the northern Cluster of OV…

CS **Chris Savino** 02.06.22
Re: Pickleball courts
To: Jim Dobbin, Cc: Eileen Emery & 4 more Details

Secondly , one of the reasons Cat II is opposed is because of the abuse of parking by Pball players. The answer is not "just tow them" , by time a tow truck gets here, their game is over they leave and who pays the bill. Perhaps the Pball committee can reach out to Cat II and help them solve this issue. I also find it odd how all of a sudden there are 8 players on the courts at 430, and parking in the Cat II lot no less!!
Sent from my iPhone

As far as parking goes, the Pball community should police themselves, even in season. As long as they drive, it will be a burden on everyone anywhere.

BT **Thorne, Bill** tennis & pickleball 31 May 2022 at 02:36
Conversion of tennis courts 7&8 to eight pickleball courts
To: poadobbin@gmail.com, Eileen Emery, ovbetsy@aol.com & 6 more Details

3. It is well established that the Catamaran II leadership in the past had to deal with trash, cars taking-up resident parking and early practice rounds before 7:00 on weekend mornings after the decision was made to use tennis court 10 for pickleball. The move to 7&8 will not address the issue of trash, of non residents parking in the clusters surrounding the courts, and the impact of elevated noise levels on the surrounding homes. That is my judgement based on experience, not from a study commissioned by the very people advantaged by this decision, or the conjecture by those who have never experienced it. QUESTION: Is it up to the POA to monitor this abuse, or Catamaran II, Ocean Villas and Southpointe leaders to take action?

RG **R_A Gillis** tennis & pickleball 2 June 2022 at 22:44
Re: Pickleball courts
To: James Dobbin, Hide
Cc: Eileen Emery, Betsy Murray, Chris Savino, Dave Strothmann, Trudi Schifter

Hi Jim,

My proposal is the board hire an independent company (not currently associated with Proctor) that specializes in tennis/pickle ball construction. The purpose is to conduct an independent evaluation on where to build or recondition our courts. The company will be directed to consider the factors that owners are pushing back on; parking, rest rooms, sound, housing proximity, flood elevation and provide current costs.

Thanks,

Ross

Ocean Village Pickleball Appeal- quasi judicial hearing Exhibit 1

DS **Dave Strothmann** tennis & pickleball 15 May 2022 at 21:43

Re: Workshop Agenda

To: Trudi Schifter,

Cc: Betsy Murray, Chris Savino, Eileen Emery, Jim Dobbin, Maney Gale, R_A Gillis

Hide

We went out and tested the sound of playing on court 7 versus court 9 as heard from the north side OV 3 patios. It is considerably louder from court 7. Placing the courts on 9 and 10 keeps us from direct line of sight sound issues on anyone's patio and is the best location compromise since this board didn't like the north field location.
The parking situation is no different at either location, and the POA can place benches and a shaded seating area within the 10 ft boundary on the west side of the courts.
I still plan to discuss this at the workshop.
Dave

On Sun, Aug 28, 2022, 2:54 PM ROD LECHTENBERGER <rod_lechtenberger@yahoo.com> wrote:

Happy Weekend Stu (how do we realize it's the weekend???)

I just wanted to say that I'm sorry that you need to be on parking control. I have been playing more pickleball than tennis since there's more of those players than tennis players this time of year. I try my best to notice if people walk over, bike in or drive a vehicle. I have seen two arrive in cars and I've told them to park in a different area and they complied.

Ocean Village Pickleball Appeal- quasi judicial hearing Exhibit 1

Clearly they had plans for outsider tournaments prior to shutting them down.



Island Beach Bar and Restaurant-Ocean Village
February 21 at 1:39 PM ·

We want to take a moment to express our heartfelt gratitude to each and every one of our customers who have supported us over the past three years. Your patronage, loyalty, and friendship have meant the world to us, and we have cherished every moment spent serving you and creating memories together.

However, it is with a heavy heart that we must share some difficult news with you all. Despite our best efforts to overcome numerous challenges, including issues with the pool, elevator, dumbwaiter, constant AC problems, the new clubhouse with no parking for our patrons and the SIGNIFICANT lack of support from the management company and the POA in addressing essential repairs and maintenance, we have reached a point where running our restaurant has become unfeasible.

Ocean Village Pickleball Appeal- quasi judicial hearing Exhibit 1

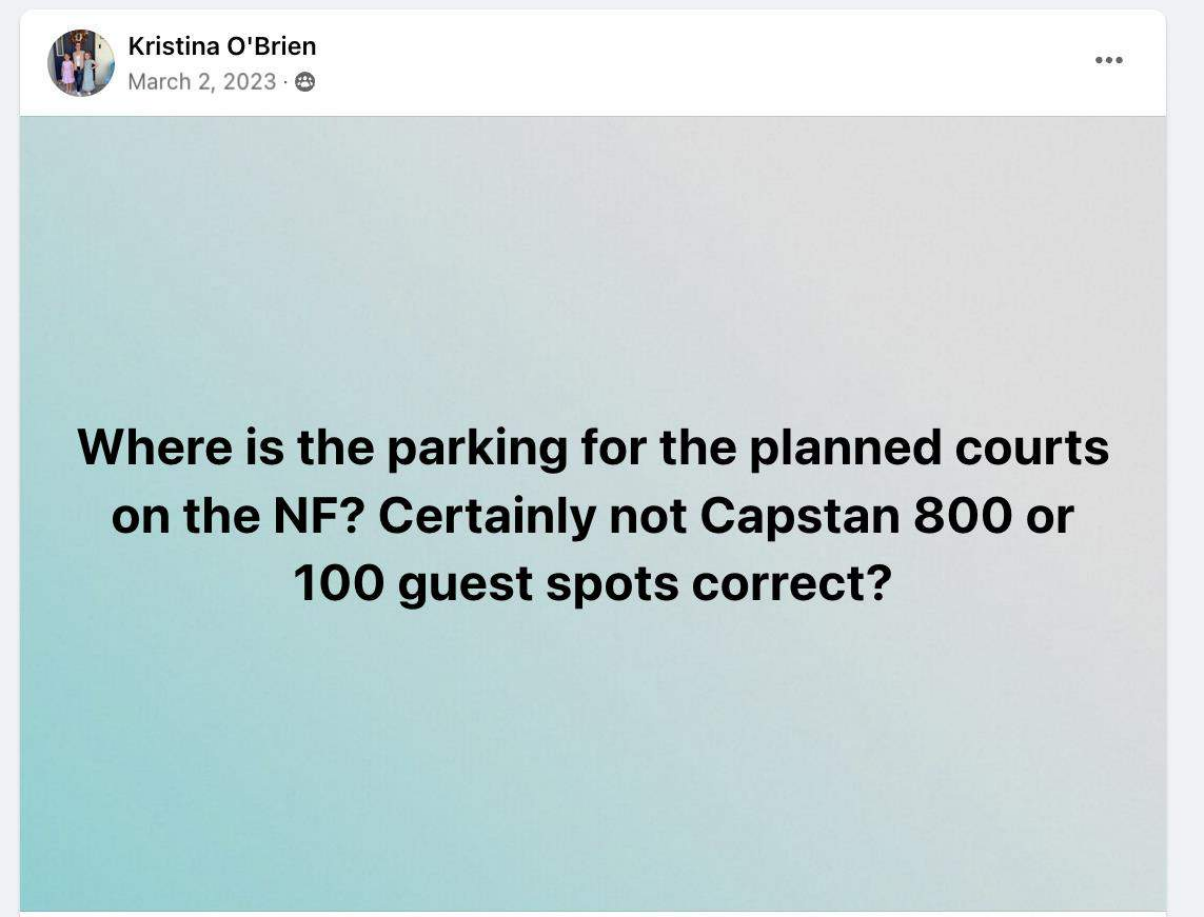




Exhibit 2 Noise Ordinance Compliance

- **Noise Ordinance compliance:** The final noise report from PSM LLC (Bob Unetich) does not indicate that even with 14 foot fences, acoustic barriers AND low noise paddles that this can achieved. Pertinent aspects of the noise ordinance are omitted.

See below from page 13 and of this study:

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

Analysis of the Ordinances:

*We defer to others the meaning of b) **Classification of use occupancy**. Maximum permissible sound levels "**by use occupancy**"*, which limits sound levels to within 3 decibels of background noise levels. While "**Use Occupancy**" may be a legal term, it is, in our view, not well defined in Article II of this code. In addition, this definition of background noise:

We have calculated an **Average Background Noise level** based upon our measurements.

The Sound Level Limits in Table 1 adjustment when impulse noise is being measured:

Table 1 of the ordinance establishes 60 dBA as the normal sound level limit except for impulse noise, which, according to Section 26-40 2), has a limit of 70 dBA as measured in the fast mode with a sound level meter. This is the ANSI defined mode our sound level predictions and measurements employ.

The above teaches us that the actual impulse noise level limit inFort Pierce is 70 dBA.

- The actual plan addresses only 2 of the three applicable aspects of the present noise ordinance as outlined below:

  - 60 db plus 10 for impulse noise= 70 db max : yes this is met
  - 3 db above ambient: yes this seems to be met ON AVERAGE but only with 14 feet fence North and West, 12 foot fence to the South with mass loaded vinyl acoustic barriers and low noise paddles. The submitted plan does NOT include 14 foot fencing.
  - Section 26-43 of the Fort Pierce noise Ordinance: **No** this is not met and specifically excluded by Bob Unetich in his report and the submitted plan. Section 26-43 of the Fort Pierce noise ordinance states:
    1. Noises prohibited, unnecessary noise
    2. (a) **Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.**
    3. (b) With the exception of those exemptions provided by state law, noises prohibited by this section are unlawful notwithstanding the fact that no violation of this article is involved and notwithstanding the fact that the activity complained about is exempted in this article.
    4. (c) A sound level meter or sound level reading shall not be necessary for the enforcementof this section.
  - Measurements of distances: The Ordinance states that measurements should be made to the property line (black line)

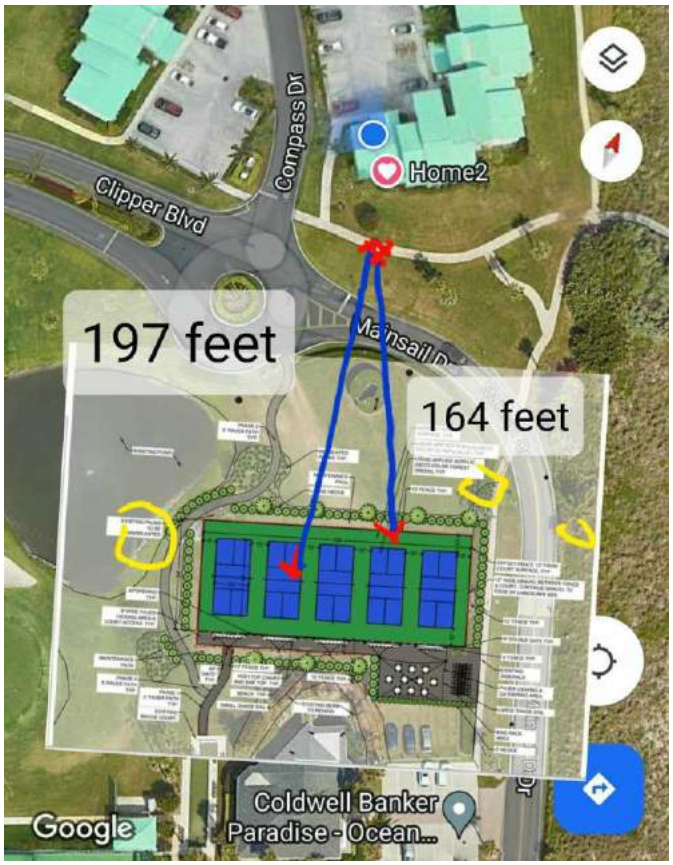
The application to the city and claim of 250 was measured from the building, not the property line and to the middle of the court, not the nearest player (red line). See screen shot from the noise study below.



Sec. 26-40. - Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

Owner measurements:





- Bob Unetich publicly states ***"No one is claiming that the barriers can reduce the pitch which is the 1200 Hz frequency of a garbage truck backup."*** No one is claiming that the barriers can take away the impulsiveness that triggers the human flight or fight response. No one is claiming that the barriers can reduce the pop rate of 15 pops per minute for each court, applied for many hours a day, every day.

- The City of Fort Pierce is in the process of revising the noise ordinance- no one can claim that they know when this will be completed or what the outcome will be.
- A flood mitigation plan has been mentioned in board updates for the north field but there are no public details of this plan or the cost.
- There are no roll calls or minutes for the Pickleball Building Committee posted (as required by law) except for Sept 6, the process to arrive at any recommendations is not transparent.
- The final noise study shows a near constant level of 50 DB at the location of the putting green on the 9th hole of the golf course, an area that is designed to be extra quiet. This has never been addressed.
- The worst possible outcome would be that a lot of $$ is spent building these courts, that they will then get shut down for non compliance with the city noise ordinance, or worse, potential litigation of owners against the POA or the City. This would be a complete disaster for all.

EXHIBIT 4 – significant opposition to these courts

There are several hundred owners who are in opposition to the Ocean Village Pickleball courts on the north field as planned.

Many of these owners are not able to attend the City of Fort Pierce March 18 2024 Commissioners meeting, or wish not to do so in person because of the harassment and aggression of the Pickleball players against anyone opposing this project.

Below is a partial list of residents who have voiced their opposition to the building of the Ocean Village Pickleball court Arena.

Also listed are selected samples of the hundreds of comments on social media , emails, and personal messages against the pickleball project on the north field.

1. Linda Ince
2. Peter Ince
3. Dick Pals
4. Hallie Pals
5. Jay Lentz
6. Julia Lentz
7. Allen Reinwasser
8. Trudi Schifter
9. Ken Scarola
10. Susan Scarola
11. Nora Christoff
12. Lenise Howard
13. Al Howard
14. Manny Pinares
15. America Mendigutia
16. Felix Mendigutia
17. Monique Sirgo
18. Felix Hernandez
19. Donna Bartlett
20. Eileen Emery
21. Nancy Barsotti
22. Carol Smetenka
23. Virginia Street
24. Betty Bello
25. Luann Overmeyer
26. Terri Rogers
27. Jeanne Concannon
28. Elisa DeYoung
29. Kristy O’Brien
30. Brad O’brien
31. Cecilia Dutcher
32. Dennis Dutcher

Quasi Judicial Hearing exhibit 4, significant opposition

33. Laurine Easton
34. Molly Chrulski
35. Michelle Agrusa
36. John Sullivan
37. Susan O'Rouke
38. Laura Sturniolo
39. Vilma Kovar
40. Linda Stasiac
41. Rosa Coffey
42. Jim Coffey
43. Joanne Oakes
44. Laurie Ryan
45. Carmen Lineberger
46. Charles Donnelly
47. Cindy Aaron
48. William Plascensia
49. Christina Plascensia
50. Dan Conlon
51. Judy Uline
52. Caroline Lavelle
53. Kirsten Erving
54. Latina Brown
55. Cynthia Wennekes
56. Emil Wennekes
57. Greg Smetanka
58. Luann Lefever
59. Ariel Artime
60. Patti Benson
61. Derek Michel
62. Michael Stephens
63. Diane Dolan Linde
64. Melissa green
65. Jennifer Visconti
66. Kurt Wirz
67. Jessica Thorrez
68. Kimberly Knox
69. Dana Bartley
70. Julie Wheler
71. Linda Stephan

Quasi Judicial Hearing exhibit 4, significant opposition

March 3, 2023

Dear Ocean Village Board,

Like many other boards, we realize that the decisions made by board members can sometimes be difficult, especially when making an earnest attempt to appeal to all the owners that you represent throughout the community. As the board that represents Ocean Villas I, we feel that it is our responsibility to make you aware that many of our owners have expressed that they do not want the development of the north field and that you accept this letter as a notice that Ocean Villas I is not in support of such development.

It is not only understood but also expected that development in this community is inevitable and should always be considered toward the improvement of the community. We saw it with the new clubhouse and the more recent plans to remodel the pool based on damage that the pool sustained. These are significant and needed changes that will improve the community and add value to a community that is aging and in need of a continued vision toward the future. However, some of the recent discussions about the developing the north field with the addition of pickle ball or tennis courts pose a significant impediment to the owners of Ocean Villas I. We oppose the development of the north field areas, since it will take away from needed greenspace and furthermore it will obstruct the views of owner units that purchased their properties based on its location and views. The noise level is also a significant detriment to our property enjoyment and value.

We believe that the development of the north field will hurt the property value as a material fact that the owners did not face when they originally purchased their units.

The north field is an opportunity to put some thought into what is truly best for this community. Exploring ideas that could serve all families, since not all owners play pickle ball or tennis is key in representing all owners. We believe all owners could benefit from a beautified green space and not disrupt the views for the owners of Ocean Villas I.

Moving forward, we at Ocean Villas I accept the final outcomes of all final decisions, and we will continue to be good stewards of this community while caring for all the families that make up Ocean Village. As the board representing Ocean Villas I, we would be neglectful in not sharing the views of our owners and feel that it is our duty to provide you with the opinions of the owners that love and care about this community as much as we know you all do. It is our hope that you strongly consider all options and some of the points made from the owners of Ocean Villas I.

Please do not build any pickle ball or tennis courts in the north field area.

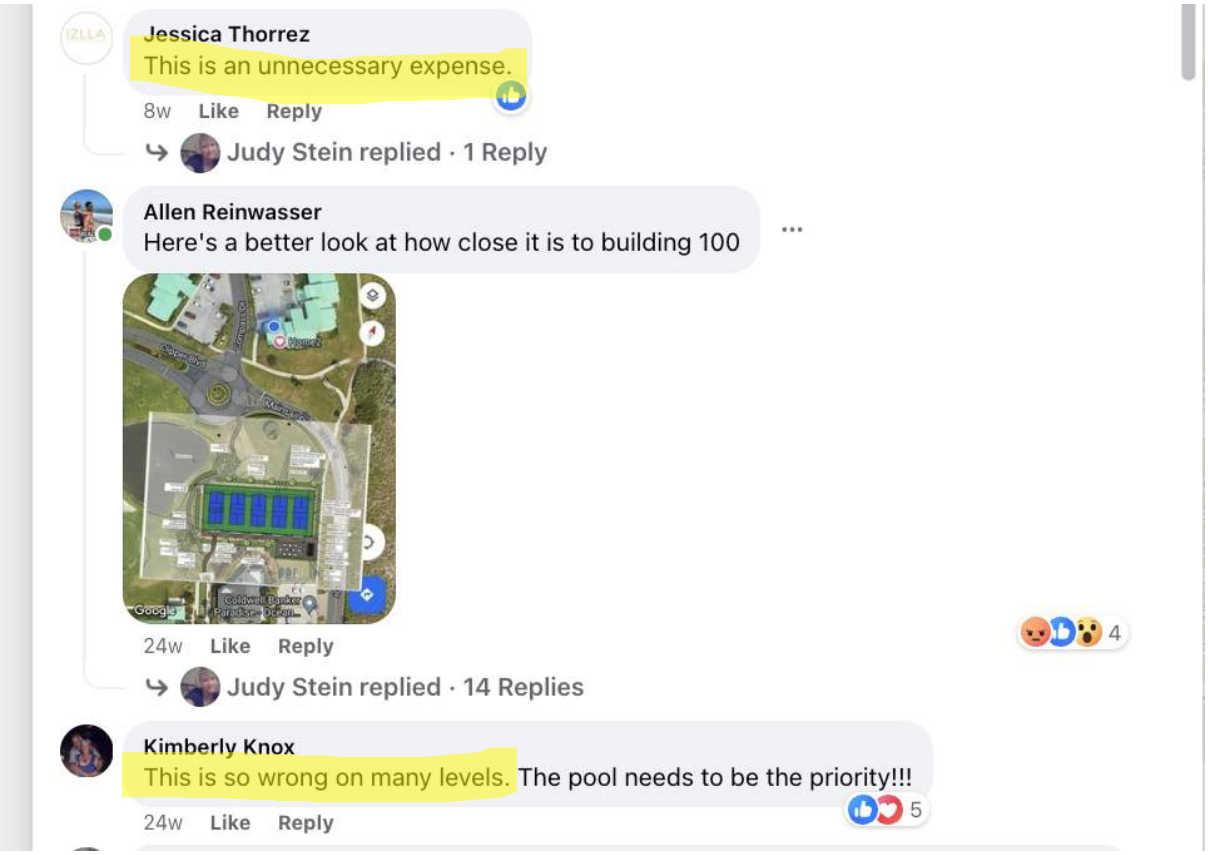
Thank you for your time and contribution as board members for Ocean Village.

Sincerely,

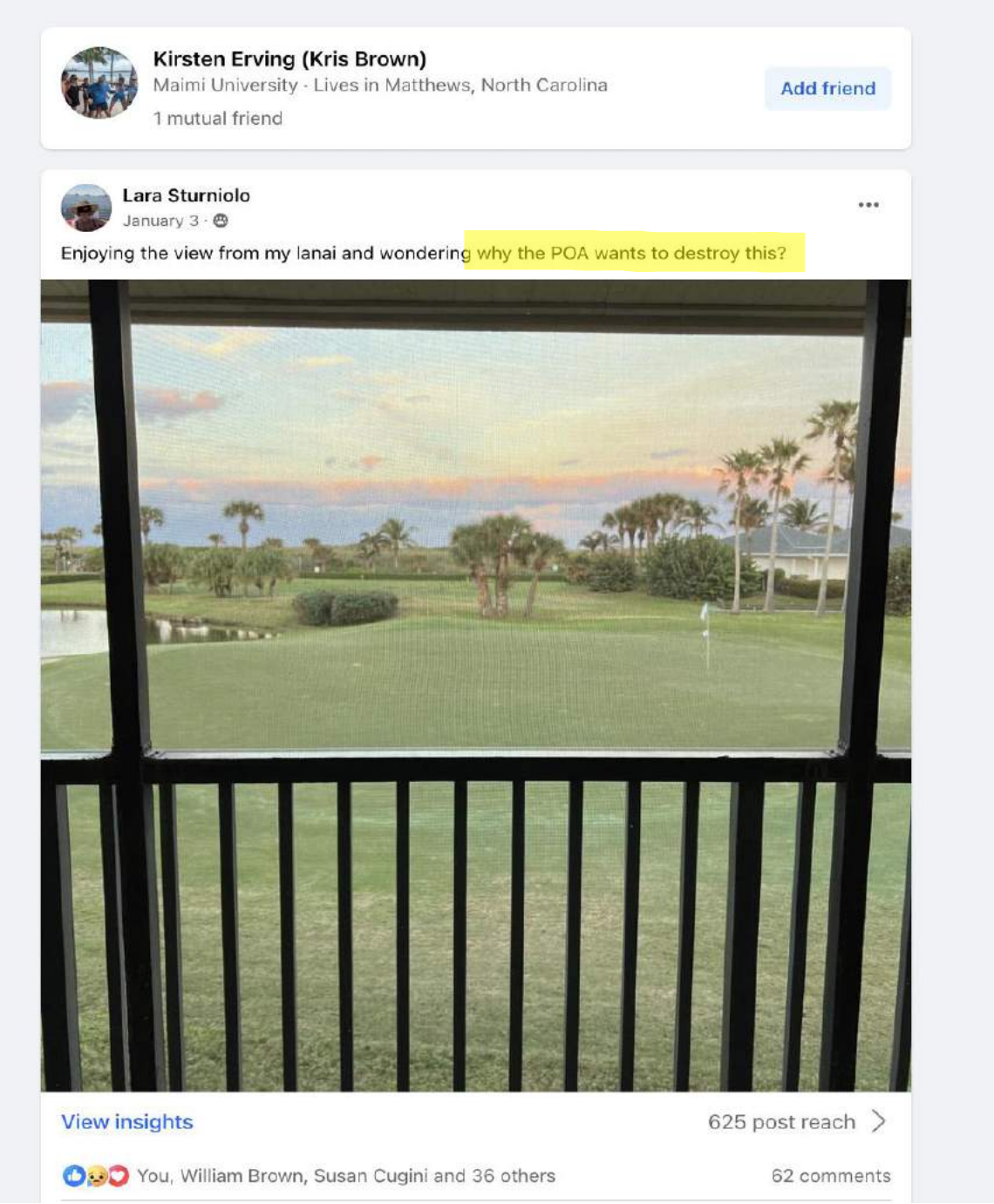
Luann Lefever, President

Ocean Villas I Board Members
Luann Lefever, President
Ariel Artime, Vice President,
Patti Benson, Secretary
Derek Michel, Treasurer

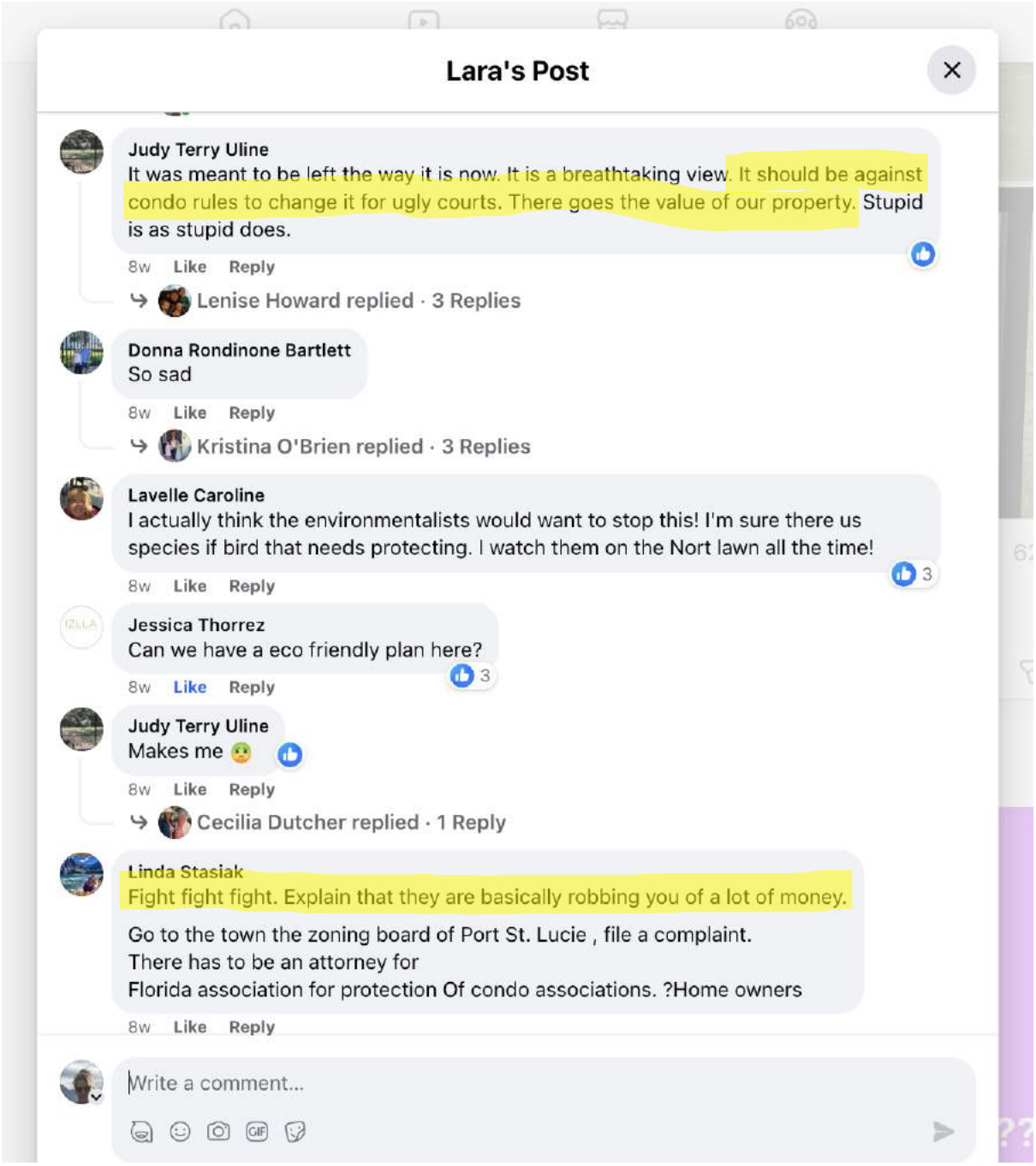
Quasi Judicial Hearing exhibit 4, significant opposition



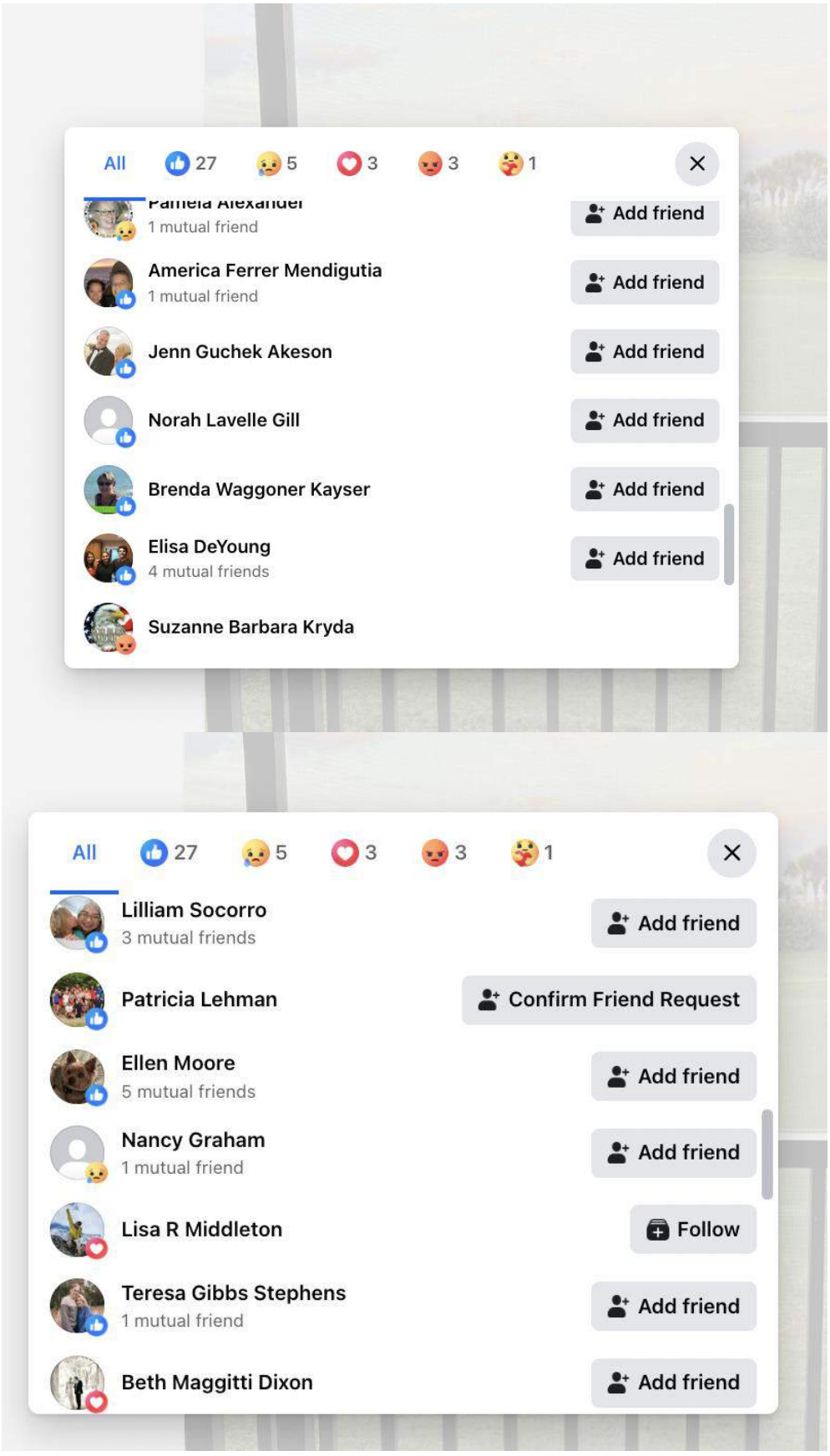
Quasi Judicial Hearing exhibit 4, significant opposition



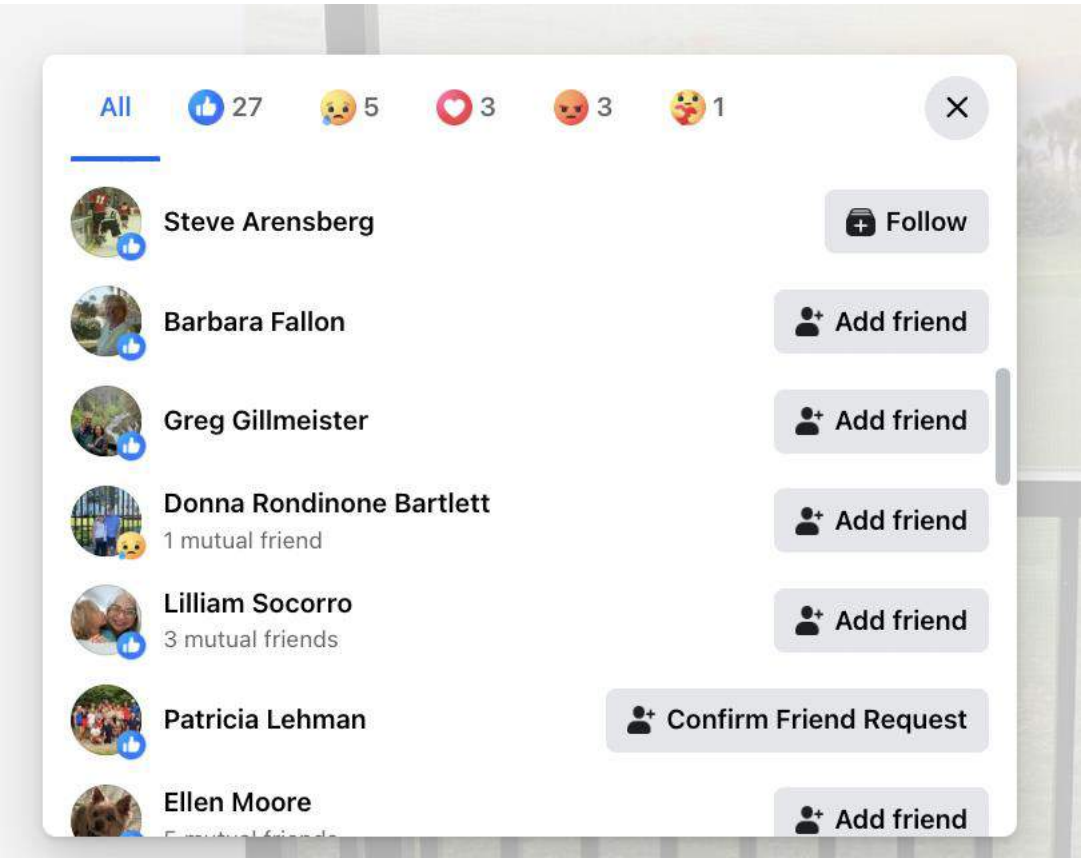
Quasi Judicial Hearing exhibit 4, significant opposition



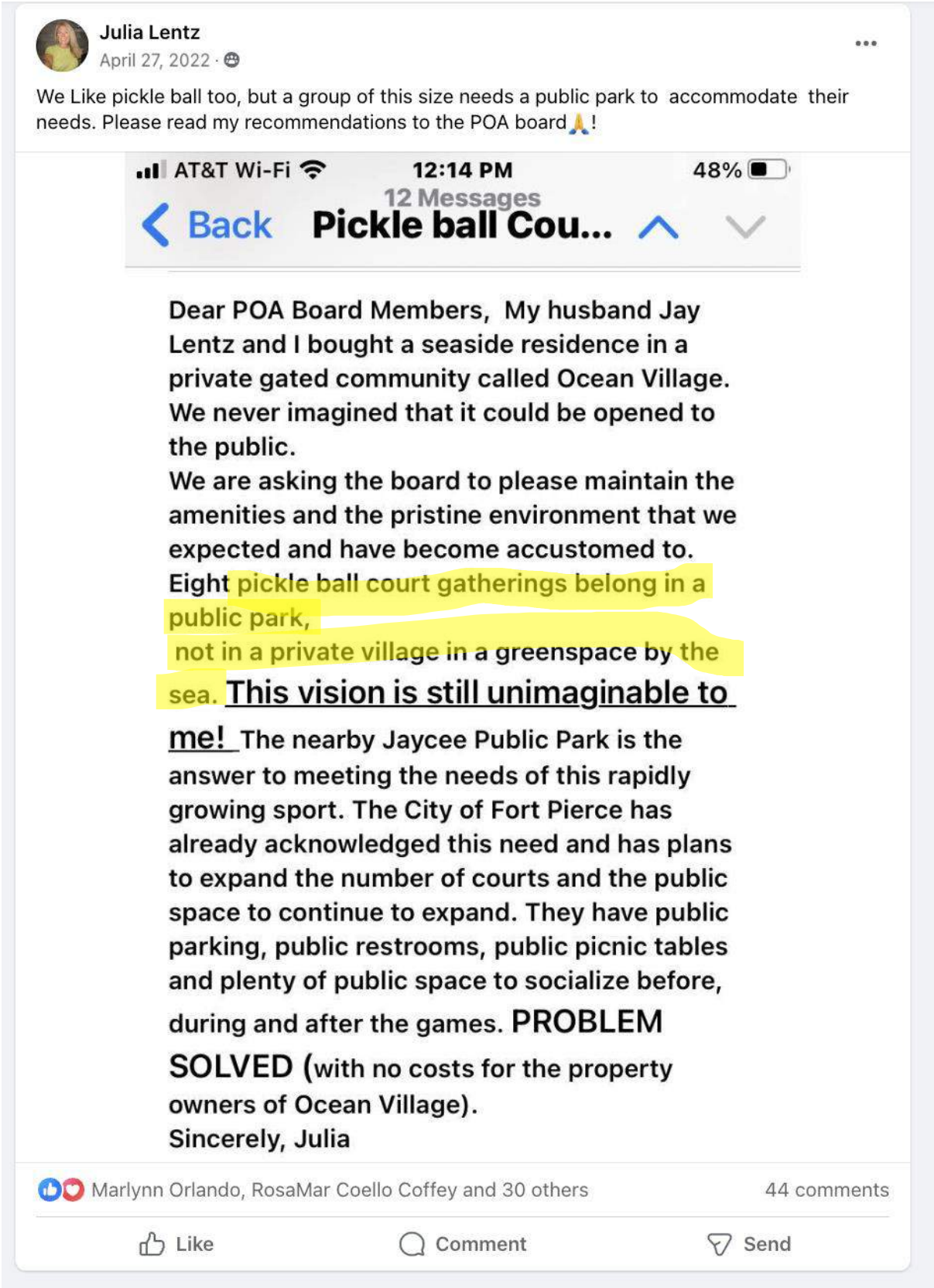
Quasi Judicial Hearing exhibit 4, significant opposition



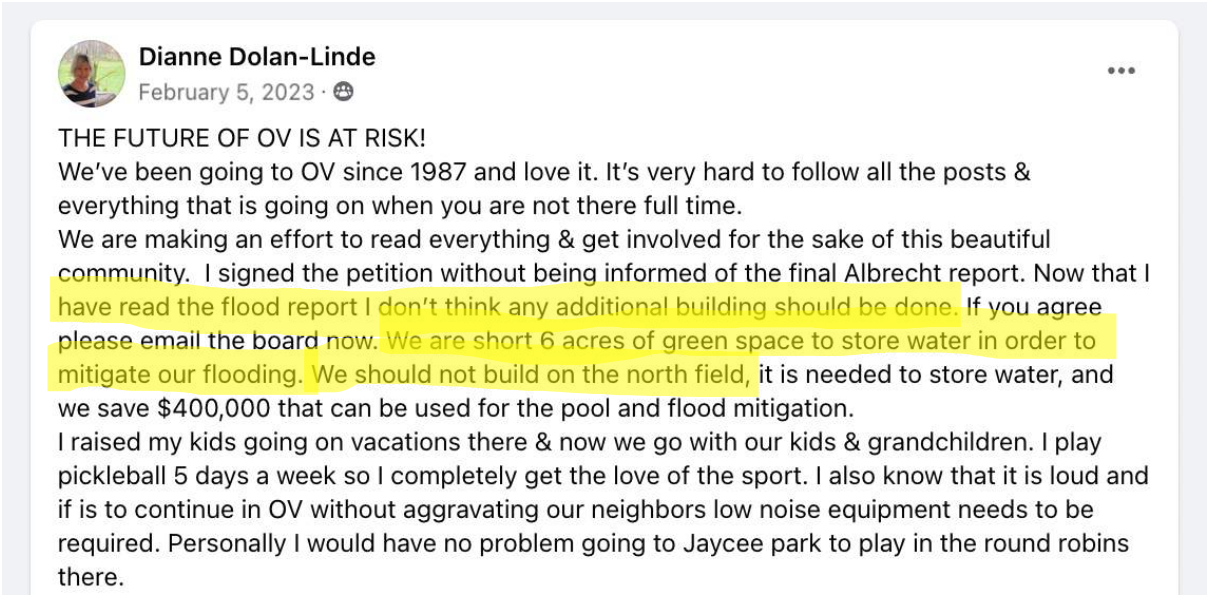
Quasi Judicial Hearing exhibit 4, significant opposition



Quasi Judicial Hearing exhibit 4, significant opposition



Quasi Judicial Hearing exhibit 4, significant opposition



Dianne Dolan-Linde
February 5, 2023 ·

THE FUTURE OF OV IS AT RISK!
We've been going to OV since 1987 and love it. It's very hard to follow all the posts & everything that is going on when you are not there full time.
We are making an effort to read everything & get involved for the sake of this beautiful community. I signed the petition without being informed of the final Albrecht report. Now that I have read the flood report I don't think any additional building should be done. If you agree please email the board now. We are short 6 acres of green space to store water in order to mitigate our flooding. We should not build on the north field, it is needed to store water, and we save $400,000 that can be used for the pool and flood mitigation.
I raised my kids going on vacations there & now we go with our kids & grandchildren. I play pickleball 5 days a week so I completely get the love of the sport. I also know that it is loud and if is to continue in OV without aggravating our neighbors low noise equipment needs to be required. Personally I would have no problem going to Jaycee park to play in the round robins there.

Quasi Judicial Hearing exhibit 4, significant opposition

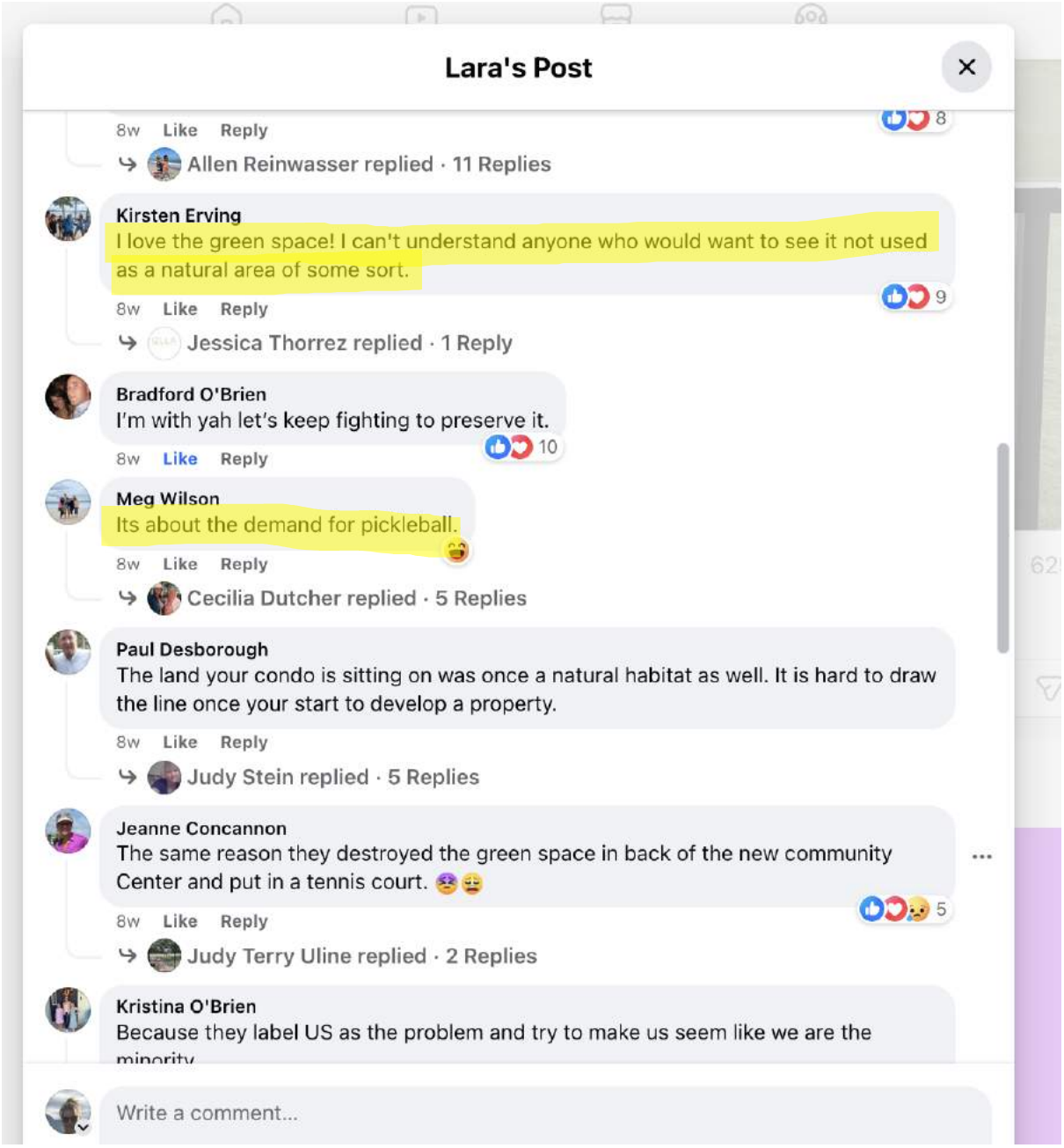
Melissa Greene
February 19, 2023 ·

Ocean Village is soon to celebrate 50 years as a wonderful ocean front condominium community. OV is unique and there are few other communities like OV in the entire state of Florida. I am 100% certain there are no other beach front communities comparable to OV, south of Melbourne, with condos selling in the same price range as condos in OV. There is some less expensive real estate in northern Florida where it is often cold. I live on the west coast of Florida and there is one community similar to OV on Tampa Bay (not the gulf, so no beach at all) and condos are double if not triple the cost of similar condos in OV. I feel confident saying this is likely true up and down both coasts of the state. I say this to reiterate how incredibly fortunate we are to have kept our community a secret for so long while prices have soared around us and provided MUCH less for the money- often a building sitting in the middle of a parking lot with a pool and two tennis courts. OV was built as an owner condo community, not as a resort or rental community. Simply stating that what is currently happening in OV is sad and disheartening is a drastic understatement. The vitriol, misinformation, bullying, and anger is something I could NEVER have imagined would have been an acceptable, and often encouraged, part of the culture of this community. Over months and months of reading literally thousands of comments about the board, pickle ball, tennis and the pool I realize a majority of the inappropriate or ugly comments come from a handful of people, but nevertheless it is staining and changing our community-perhaps beyond repair. DEVASTATING!!

OV is a small, narrow piece of land that was never intended to be a tennis community or golf community or a pickle ball community. It was built as a beach community with a handful of VARIOUS amenities for ALL to enjoy. I understand pickle ball is more popular than tennis in many places. That doesn't mean OV has the space to accommodate the trend and the number of people playing pickle ball. I also understand the concerns expressed about things being promised/planned and not delivered. But, subsequently, studies have been done and show that not only is the noise level from pickle ball an issue but that adding more pavement to OV is just a BAD idea. Each year there are hundreds of posts about the flooding in OV.

I believe our volunteers do the best they can do and know how to do under very stressful circumstances. They are volunteers from various professional backgrounds and I do not doubt for one minute that they all love Ocean Village and want to see our community exist at its best long into the future. They are not likely hurricane experts, pool experts, building engineers, sound engineers, etc. Being a board member likely involves MUCH on the job training and education about many issues and I am sure it is MUCH more difficult than anyone imagines and I am certain anyone joining the board would face a similar learning curve on issues. Could they improve? Sure. We all can. Perhaps they need to "listen" more or be more approachable when presented ideas. However, I do not believe they act recklessly or have their own personal interests and agendas at the heart of their decisions. It is a thankless volunteer job. Those handful of critics who are tearing apart our community need to step up and run for office. It is always so easy to armchair quarterback.

Quasi Judicial Hearing exhibit 4, significant opposition



Quasi Judicial Hearing exhibit 4, significant opposition

On Monday, April 25, 2022, 12:51 AM, dizzy714@aol.com <dizzy714@aol.com> wrote:

I am an owner in Capstan 100 and opposed to having our green space taken away and converted to a Pickleball / tennis courts. I Propose that all existing courts be repaired with our assessment money and be divided into Pickleball,tennis ,etc .
Come on make everyone "Happy" and do the right thing so we can all enjoy our beautiful piece of paradise here in OV.
I am not in favor of paving over our north field for Pickleball or anything else it's the last beautiful Green space left in OV and I along with my neighbors will be directly effected.
When I want to play golf I go outside of OV to play and no problem…so why can't others do the same Jaycee Park is less than mile away!
Cecilia Dutcher
Sent from the all new AOL app for iOS

On 25 Apr 2022, at 08:31, Victor Herrera <vhherrera@gmail.com> wrote:

Good morning. Please note that I am in opposition to build 120x120 fields for pickleball. I support the new clubhouse, but the courts are unnecessary and will have a negative impact on the community. There is plenty of factual information demonstrating why these courts are not necessary and opposed to by many of the owners. We purchased our unit last year and none of this information was shared, not even the clubhouse assessment; still I understand importance of the clubhouse.

These courts should be scrapped; let's proceed with the clubhouse and develop a plan for future improvements that are in the best interest of our overall community.

Thank you.

Victor H. Herrera, PE
Guita Herrera
Capstan 312

This planned project will disrupt the peace and serenity of 34 homes negatively affecting health and wellbeing of residents. Testimony from around the country has documented that the high pitch, constant pickleball "pops" impacts health and wellbeing of residents. The proposed courts would generate approximately 96,000 "pops" per 8 hour playing day. (for example https://www.youtube.com/watch?v=wR9s789KR6I in particular from 44:00 minutes onward)

Quasi Judicial Hearing exhibit 4, significant opposition

ChatGPT

The number of "pops" per pickleball court in one minute and over an 8-hour period would depend on various factors, including the skill level of the players, the pace of the game, and the duration of each point. However, I can provide a rough estimate based on typical gameplay.

1. **Pops per Pickleball Court in One Minute:**
   - On average, a pickleball rally lasts around 10 to 20 seconds, depending on the skill level and style of play.
   - During a rally, players may hit the ball multiple times, resulting in several "pops" or hits.
   - Let's assume an average of 10 "pops" per rally for simplicity.

   Therefore, if we assume an average rally duration of 15 seconds, and each rally results in approximately 10 "pops," the estimated number of "pops" per pickleball court in one minute would be:

   $$\frac{60\,\text{seconds}}{15\,\text{seconds/rally}} \times 10\,\text{pops/rally} = 40\,\text{pops/minute}$$

2. **Total Pops for 5 Courts Over 8 Hours:**
   - Assuming continuous play for 8 hours (480 minutes), the total number of "pops" for one court would be:

   $$40\,\text{pops/minute} \times 480\,\text{minutes} = 19,200\,\text{pops}$$

   - Since there are 5 courts, the total number of "pops" for all 5 courts over 8 hours would be:

   $$19,200\,\text{pops/court} \times 5\,\text{courts} = 96,000\,\text{pops}$$

Again, these are rough estimates, and actual numbers may vary based on factors such as game intensity, player skill levels, and breaks between games. Additionally, this calculation assumes continuous play for the entire duration, which may not be the case in practice.

NOTE: this list has been compiled by Trudi Schifter, former POA board member and Owner at Ocean Village unit 8164. She attests that the owners on this list have voiced their opposition to building Pickleball courts on the North field. Validations include written and public statements made at Ocean Village Board meetings, email communications, personal messages or social media posts. Those listed have not all been reached to inform them that their names are included on this list or given their explicit approval. There are several hundred owners who signed the petition that Ms Schifter created in 2021, the primary purpose of which was to keep the north field green and not to build any racquet courts there.

Loss of income & property value – EXHIBIT 4a

AR **Allen Reinwasser** Inbox - Aquaspe 16:33

Pickleball vs real estate value at Ocean Village

To: Trudi Schifter

As a Realtor with 4 years experience and living full time in Ocean Village, I have studied the prices here every day. When on a listing appointment, other than the normal furnishings and level of updates, clients look for that certain homelike feel and serenity of where they are to live, or in most cases here, vacation. In this regard, given the same exact unit, same furnishings and level of moderness, the other large contributor to value is the view outside their property. There is always more value to an ocean view and the sound of an ocean over pavement. Buyers always prefer water and green space over courts, roads, railroad tracks, etc. This translates to value. As they always say, location, location, location. In my professional opinion, valuing the same property next to a pond or even a golf fairway is worth upwards of 10%-20% more than one next to tennis courts, a roadway and even more when there is an incessant noise issue, such as inherent to pickleball.
Any property owners near proposed pickleball sites will be at imminent risk to a significant property value loss. Those with a direct view are at most risk and include and more so for those within any distance where the crowd noise and paddle popping noise is within earshot with their windows open. No one should have to keep their windows shut to try and hide from a nuisance sound.

Regards!
Allen Reinwasser
REALTOR®
248-568-6899
Real Estate of Florida
https://www.zillow.com/profile/allensellsyourhome

Quasi Judicial Hearing documentation Exhibit 4a- loss of value

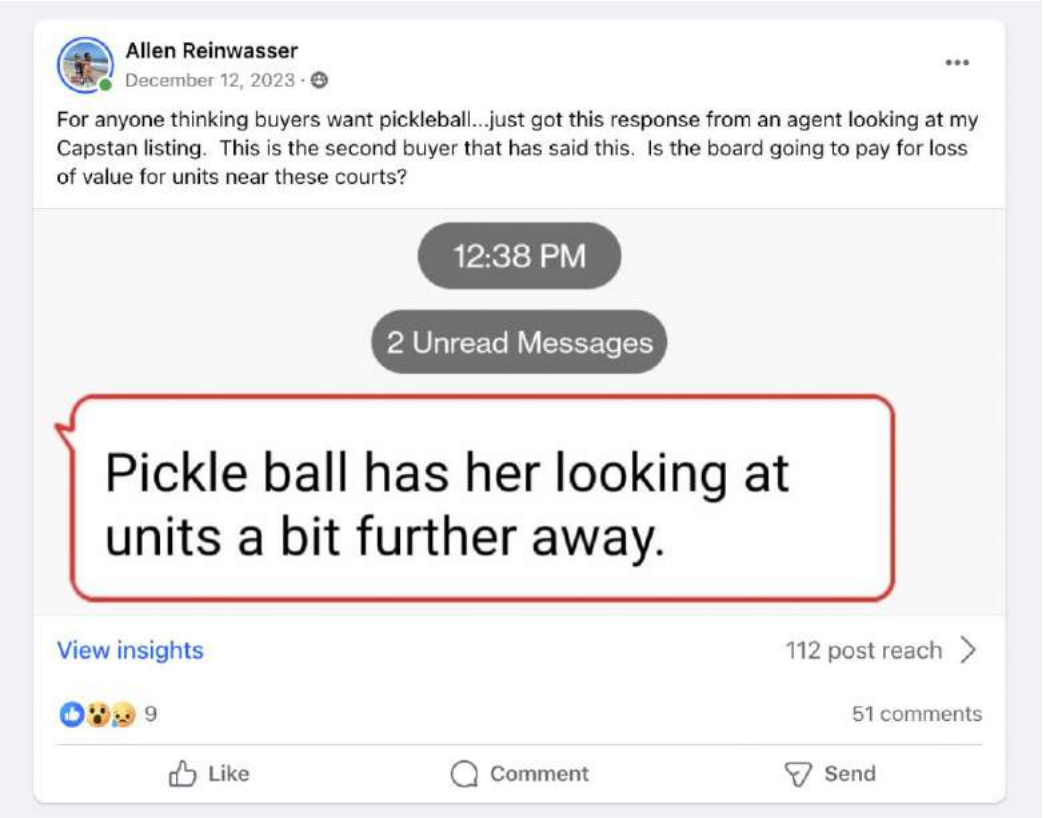
Feedback Received for

2400 S Ocean Drive Unit# 126 Fort Pierce, FL 34949

$495,000 | ACTIVE | ID# RX-10899983

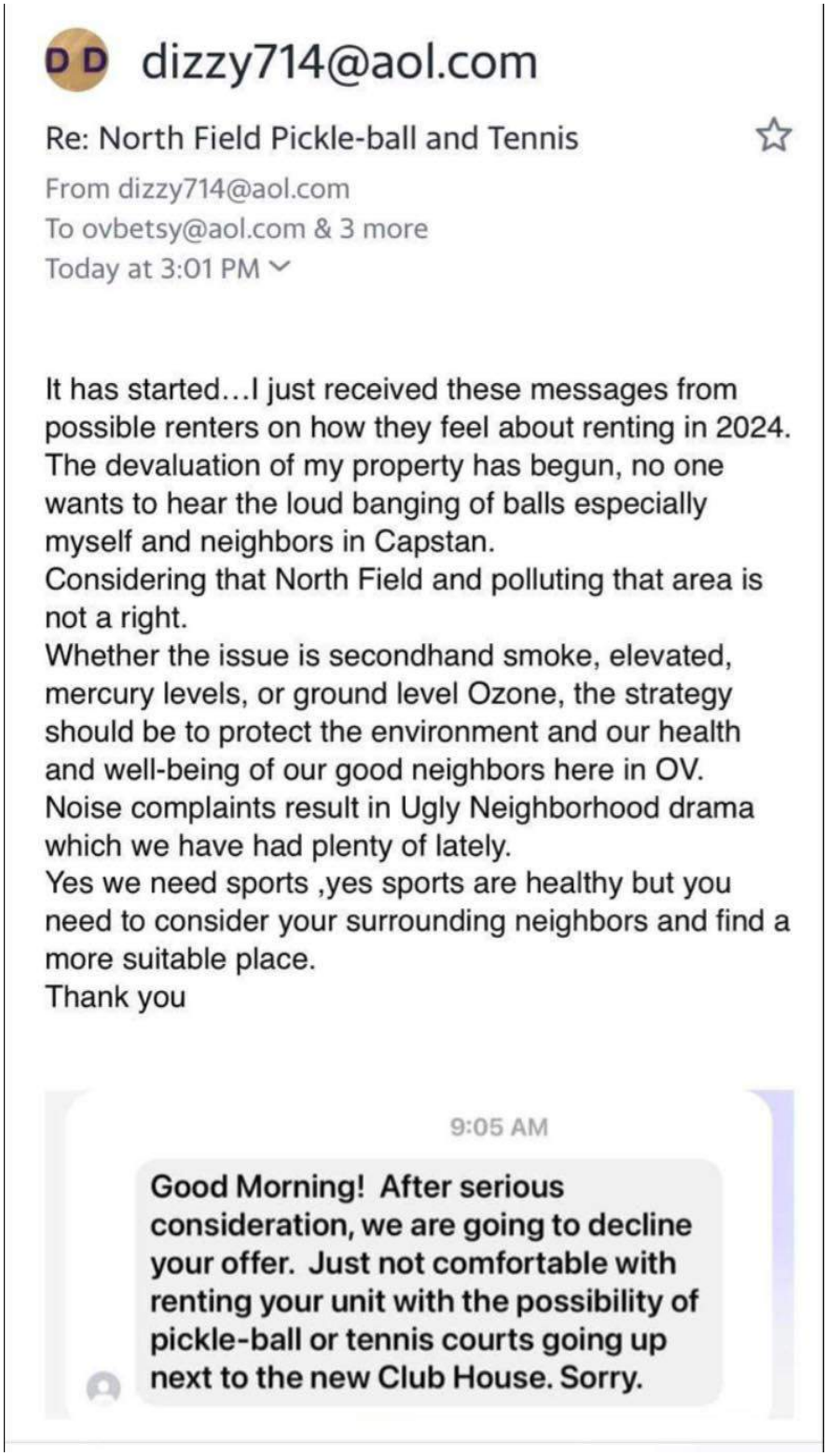
1. Is your client interested in this listing?
   Somewhat
2. Please rate your overall experience at this showing.
3. Your (and your client's) opinion of the price:
4. Please rate this listing (5=Best; 1=Worst):
5. COMMENTS / RECOMMENDATIONS:
   The buyer's were worried the unit is close to where they are talking about putting the courts. The unit showed well.

Publish to Seller | Manage Feedback



BELOW From Cecilia Dutcher Capstan 112

Quasi Judicial Hearing documentation Exhibit 4a- loss of value



dizzy714@aol.com

Re: North Field Pickle-ball and Tennis

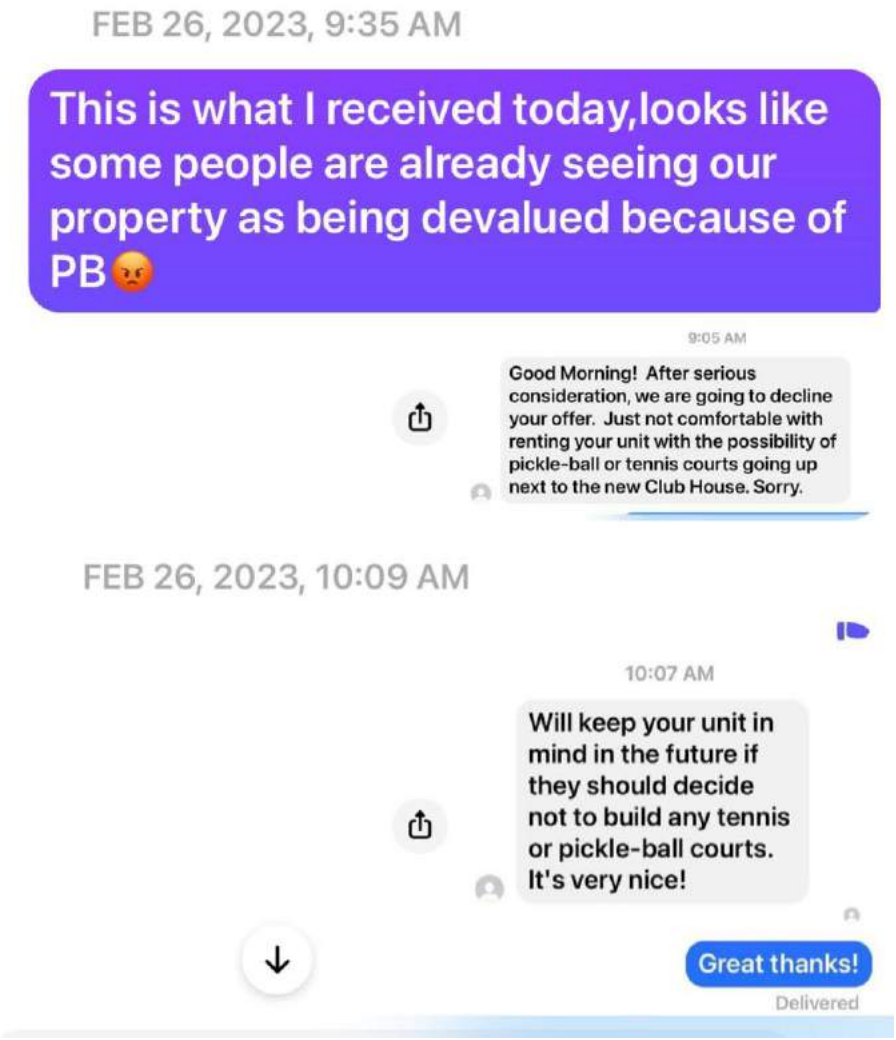
From dizzy714@aol.com
To ovbetsy@aol.com & 3 more
Today at 3:01 PM

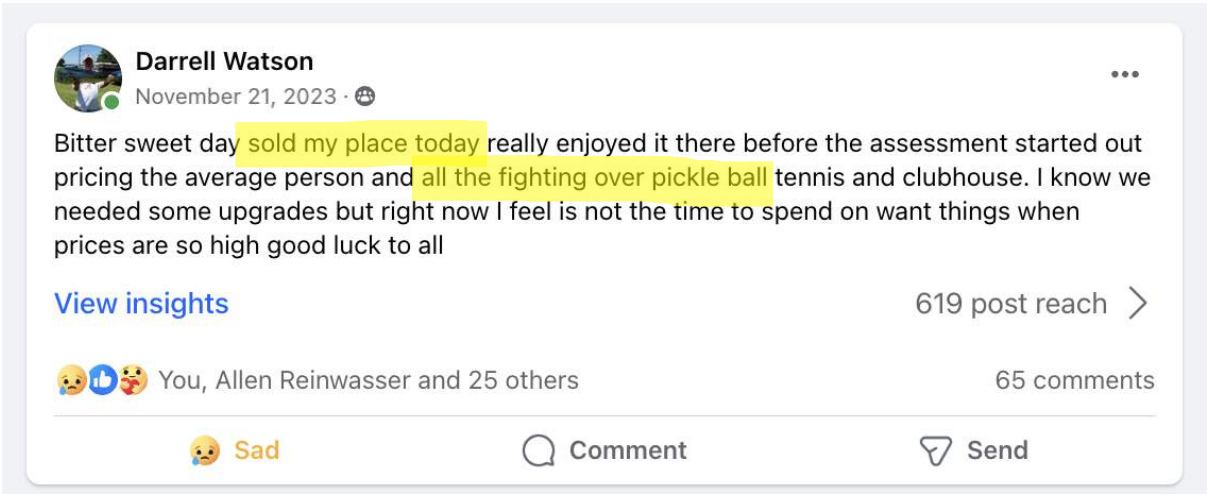
It has started…I just received these messages from possible renters on how they feel about renting in 2024. The devaluation of my property has begun, no one wants to hear the loud banging of balls especially myself and neighbors in Capstan.
Considering that North Field and polluting that area is not a right.
Whether the issue is secondhand smoke, elevated, mercury levels, or ground level Ozone, the strategy should be to protect the environment and our health and well-being of our good neighbors here in OV.
Noise complaints result in Ugly Neighborhood drama which we have had plenty of lately.
Yes we need sports ,yes sports are healthy but you need to consider your surrounding neighbors and find a more suitable place.
Thank you

9:05 AM

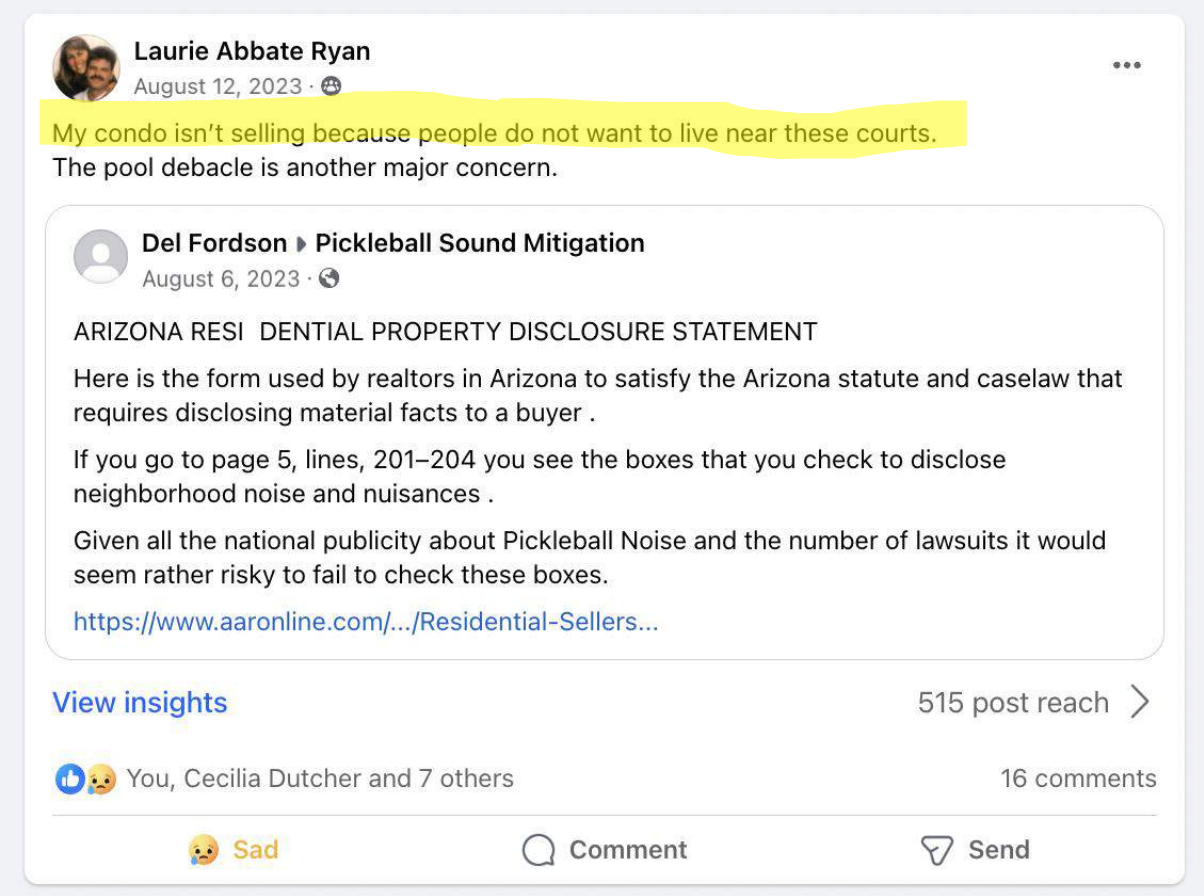
Good Morning! After serious consideration, we are going to decline your offer. Just not comfortable with renting your unit with the possibility of pickle-ball or tennis courts going up next to the new Club House. Sorry.

Quasi Judicial Hearing documentation Exhibit 4a- loss of value





Quasi Judicial Hearing documentation Exhibit 4a- loss of value



Laurie Abbate Ryan
August 12, 2023 ·

My condo isn't selling because people do not want to live near these courts.
The pool debacle is another major concern.

Del Fordson ▸ **Pickleball Sound Mitigation**
August 6, 2023 ·

ARIZONA RESI DENTIAL PROPERTY DISCLOSURE STATEMENT

Here is the form used by realtors in Arizona to satisfy the Arizona statute and caselaw that requires disclosing material facts to a buyer .

If you go to page 5, lines, 201–204 you see the boxes that you check to disclose neighborhood noise and nuisances .

Given all the national publicity about Pickleball Noise and the number of lawsuits it would seem rather risky to fail to check these boxes.

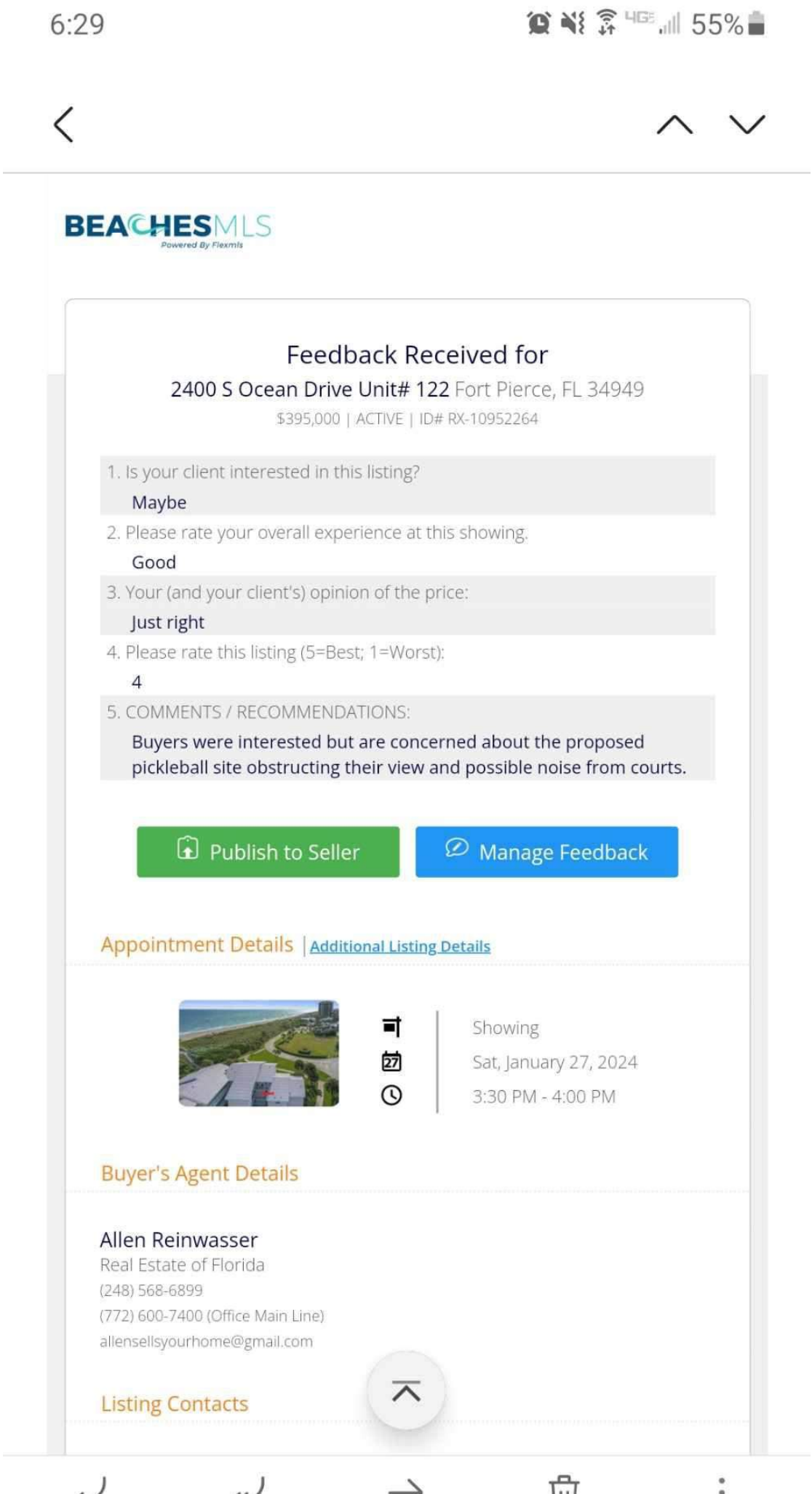
https://www.aaronline.com/.../Residential-Sellers...

View insights 515 post reach

You, Cecilia Dutcher and 7 others 16 comments

Sad Comment Send

Quasi Judicial Hearing documentation Exhibit 4a- loss of value



Quasi Judicial Hearing documentation Exhibit 4a- loss of value

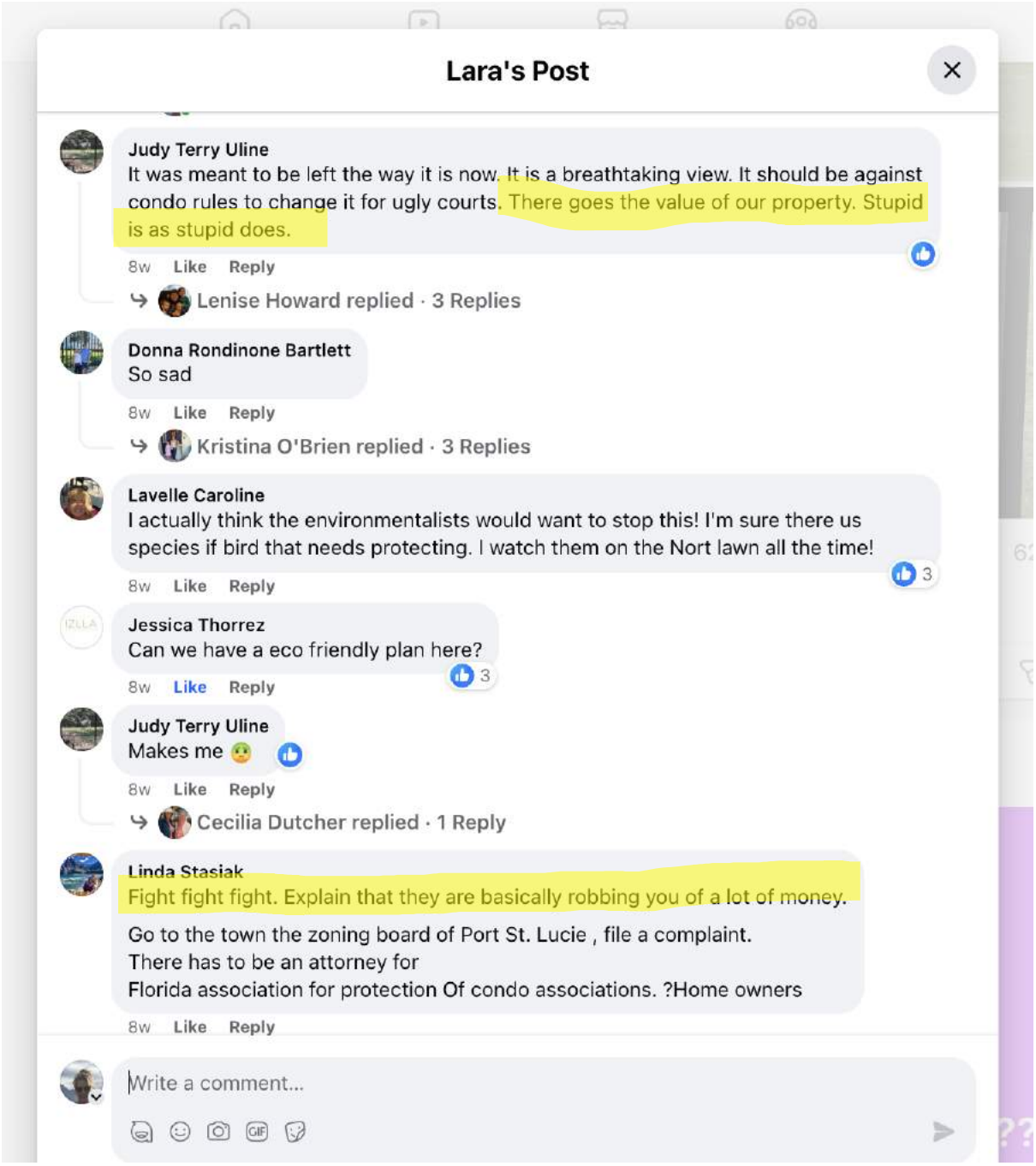


Exhibit 3 Noise Mitigation

The sound study recommendations to mitigate noise include the requirement for 14 feet fences with acoustic barriers and the use of low noise equipment. The submitted plan includes only 12 feet fencing.

The plan as submitted to the city also requires the use of low noise equipment. The pickleball committee and players have stated numerous times in board meetings on the topic that they do not want to, and can not enforce the use of low noise equipment. Some written examples are included in this exhibit.

See excerpt from page 13 of this study below.

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

Quasi Judicial Hearing Exhibit 3 Noise mitigation

Leslie Olson, AICP
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project#: 23-07000026

Subject: Ocean Village Pickleball Courts – Major Site Plan – Parcel ID: 2507-321-0001-000-5 –- Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey with calculations and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City Code Section 26-40; Limit hours of operation for the Pickleball Courts to Monday through Saturday 7am-11pm, and Sunday 7am-1pm.
4. Adhere to the recommendations of the Pickleball Sound Analysis Report completed by PSM LLC for Pickleball Sound Mitigation prior to issuance of Final Certificate of Occupancy.
5. Adhere to the following Sound Mitigation recommendations:

- Install 14 ft high mass-loaded vinyl barriers along the west side of the proposed courts, 15 ft along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. ***These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences on all floors of the buildings.***
- Diagonal corners for the fencing in three locations, ***which will enhance fence strength and reduce sound reflections.***
- The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. ***The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound, and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.***
- The use of paddles and tournament approved paddles that meet the requirements of PSM LLC Pickleball Sound Mitigation firm's latest Blue List of Recommended Paddles listed below:

Quasi Judicial Hearing Exhibit 3 Noise mitigation

Henrietta Majeski tennis & pickleball 19 February 2023 at 16:26
Re: Ocean Village Impressions 2022
To: Trudi Schifter

Thank you for a quick response! I understand 2 courts would not satisfy the PB players and I agree it's aggravating they are not willing to use noise reduction equipment. It's very short sighted of them especially when so many PB court conversion areas are demanding its use. I also think they should rethink the whole RR SYSTEM because it gives no abatement from the noise for the people living there. A reservation system instead of RR would also help at the Birdcage courts. Having said that 2 courts are better than zero courts for the less fanatical players.

One other general thought regarding all amenities at OV. Why can't we allow owners first choice on reservations? Seems to me blocking off a percentage of the reservations for owners would help all of us. Example 50% of the most popular times is reserved for owners 1 day before it opens for all! It would help all of us. If it's a bylaw problem, I say change it!

Also PLEASE build the new updated plan for the main pool!! When I rented here there were 2 amenities that stood out as outdated; the Club House and the pool. The old pool reminded me of a city pool - please put in an updated pool!!

Regards
Henny Majeski

Dave Strothmann tennis & pickleball 6 February 2023 at 12:56
Re: Fiscal responsibility
To: Trudi Schifter, Cc: Betsy Murray, Chris Savino & 4 more Details

As far as unapproved quiet gear goes, how much tennis would anyone play here if you were told that you can only use 1 brand of illegal tennis racquets on our courts? How much golf would folks play if they were told you can only use illegal balls or clubs?
How would such rules be enforced when close to half our residents are transient renters that bring their own gear?

Quasi Judicial Hearing Exhibit 3 Noise mitigation

Dave Strothmann tennis & pickleball 14 February 2024 at 15:28

Re: Order #3538 confirmed- Owl limits you to 4 paddles per order

To: Trudi Schifter, Cc: Steve DeBack, R_A Gillis, Betsy Murray, Michele Harris & 5 more Details

I don't think it's that simple. There are a lot of issues with opening pickleball courts at Cat II. We'd have to ask the nearby residents and players their thoughts on the matter.. Remember Cat 2 complaints were not only sound, but also included the number of players trespassing on their property and the lack of available parking. Their property line is literally a few feet from the courts.
Players complained about a total lack of restrooms in that area.
We'd need to resurface and convert the existing courts and replace the fence, so your proposal is not without substantial cost. We'd have to do yet another sound study to ensure compliance with the noise ordinance. We'd also be remiss if we didn't get input from the actual player community to see if they feel about such severe paddle restrictions as opposed to using normal pickleball gear. I also believe we get much more value for the community from having courts that allow normal pickleball gear to be used which is what I'm sure the owners and renters that play would strongly prefer.
Furthermore, we have discussed the possibility of converting a couple of the courts in that flood-prone location to an eco swale or retention pond at some point in the future. I still believe that has merit because of the proximity that location has to the flooding on Windward Drive.

The last time the board waffled on this, it cost us $41,000 in money wasted by changing plans mid-stream. I will not support further wasting money for no benefit.
We have a solid plan to build the courts in total compliance with the noise ordinance in the north field, within our budget as promised to the owners, and we should continue to move forward.

Dave
Dave Strothmann
Director, Ocean Village POA
303-819-1079
https://www.oceanvillage.com/

PSM LLC
Pickleball Sound Mitigation

Pickleball Sound Analysis Final Report

For

Ocean Village POA, Fort Pierce, FL

December 8, 2023

Robery M Unetich

Executive Summary:

PSM LLC has studied the proposed pickleball court site plans for Ocean Village. We have considered a number of sound barrier designs and other pickleball sound mitigation methods to minimize the likely impact of pickleball sound at homes close to this site. Our recommendation is that these courts should have a minimum of **fourteen ft. high mass-loaded-vinyl (mlv) barriers along the north and the west court fences and 12 ft high sound absorbing barriers along the south fence** (to minimize reflected sound traveling to the north) and a 12 ft. wide barrier on the north-east side corner. It is not necessary to have chain link mesh reach above the 10 ft height and 10 or 12 ft chain link is generally available as are long heavy duty pipes for barrier support.

In addition, we recommend the use of paddles and tournament approved paddles that meet the requirements of our firm's latest Blue List of Recommended Paddles and the newly released requirements of USA Pick;leball **Noise Reduced** tournament approved paddles.

We also recommend that ½ inch thick polyethylene, Nomex or aluminum core and fiberglass, graphite or composite face paddles not be permitted on these courts, since those models tend to be loud and to have a pitch above 1,000 Hz. This includes paddle models such as the Onix Z5, the Engage Encore, the Pro-lite Champion and the Paddletek Element and other models.

If these recommendations are adopted, we believe that sound levels at all nearby homes, including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

To be effective, the barrier materials must be of sufficient weight and properly sized and installed. We recommend that the mlv weigh at least ½ pound per square ft. We will provide additional guidance about sizing and mounting these recommended barriers. We are confident that if all of these steps are taken, pickleball sound at this site will be within the requirements stated above.

We also have a set of suggestions about the fence design, such as installing diagonal corners to strengthen the fence.

Report Summary: This report is a follow-on report to the report delivered to Ocean Village on March 25 of 2022 and of a draft report delivered to Ocean Village on November 13 of this year.. Therefore, it does not provide the usual description of pickleball sound and how we measure it. The report does, however, predict pickleball sound levels with and without specific combinations of sound barrier designs.

It also adds updated information about quieter pickleball equipment, a topic that is evolving rapidly because of the increase in attention pickleball sound is receiving nationwide. A benefit of this evolution is that the sound levels of many of the new paddles entering the market are lower and this trend can be expected to continue.

In addition, this report includes on site noise data taken by a PSM LLC engineer on the morning of November 10, 2023 and the afternoon of November 21, 2023, where background noise was measured and recorded at six locations in order to qualify the typical average background noise level in the vicinity of the planned courts. The original report measured an average noise level of 48 dBA but the new noise appendix is a more comprehensive analysis of noise levels at this location and it deduces from the data that the average noise level for the two visits this year was 47.4 dBA. The complete site visit report is included as Appendix A

The design of the barriers recommended includes a consideration of noise ordinances, ANSI recommendations and the field experience of PSM LLC. The predictions of sound levels are experience based. The software used for analysis of barrier designs, ***Noise Tools,*** does a calculation of diffraction losses, reflected sound path echos and the insertion loss of barrier materials.

The initial drawing below is a site plan superimposed on a Google Earth satellite view. Local photos taken by PSM staff enable us to consider the heights and elevations of the building surrounding the proposed pickleball site. The software is using satellite photos obtained from Google Earth and elevation information of roof heights to predict sound levels resulting from a sound source placed to simulate players on the courts.

The Sections that follow include:

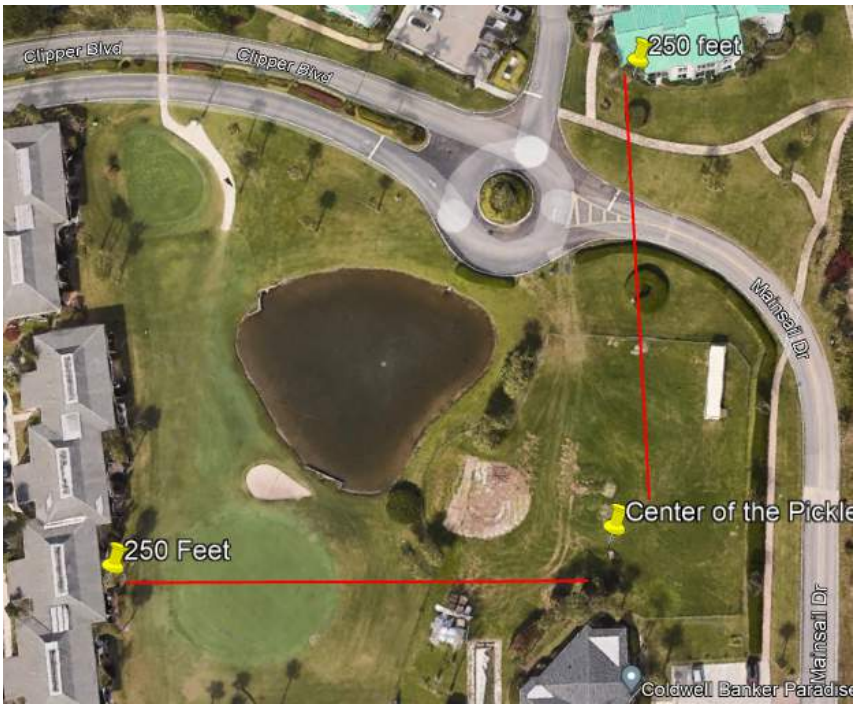
1. A Site Description
2. A review of local noise ordinances and the ANSI Recommendations
3. A plot of predicted sound levels with no barriers and with ordinary pickleball paddles
4. A plot of predicted sound levels with no barriers and with quieter paddles meeting the requirements of the PSM LLC Blue List and USAor better, which is attached as an Appendix
5. Several plots of predicted sound levels with different height barriers on four sides of the courts
6. Our Conclusions and Recommendations
7. The Blue List of Recommended Paddles
8. Appendix A: A Report on Background Noise Levels

Site Description

The Latest Court Layout Drawing



Satellite View with distances to close homes from the center of the court area:



The distances to homes from players in the center of the court location are about 250 ft. It is about 70 ft less for players on the west side of the courts, making it about 180 ft. The north fence is about 220 feet from the fence to homes.

The ground surface between the courts and the homes is primarily grass, which has a lower reflection coefficient than asphalt or concrete and ground reflection is included in the computer analysis.

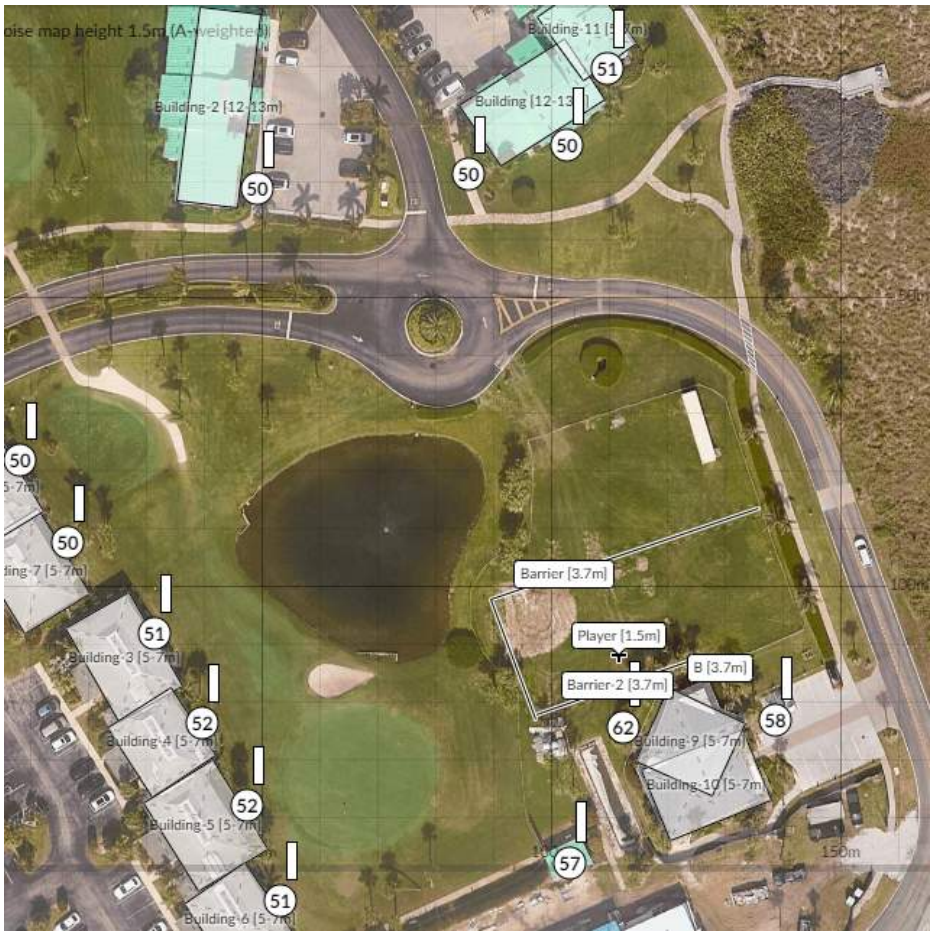
Adding Barriers and Quieter Paddles

While pickleball sound levels can reach 70 dBA at 100 feet from players over a hard surface, a barrier will reduce the ground reflection component by 3 dB and because of the inverse square law of energy distribution, levels will decrease by 6 dB when the distance doubles

Tests show that the enforced use of **tournament approved quieter paddles**, will reduce sound levels by 4 decibels. Using these factors we can calculate the predicted levels at the nearby homes with no barriers in place in the following plot



If we add barriers to three sides we will both attenuate the main path levels and attenuate the reflected path sounds. This next design plot adds three 12 ft high (3.7 meter) barrier sections along the north and west fences and a 12 ft high sound absorbing barrier along the south fence:



As seen above, sound levels are now close to but not under our established goal of under 50 dBA LAFmax at all residences.

It would be possible to reduce the levels by 2.5 decibels by requiring and enforcing the use of a quieter pickleball, such as the Onix Fuse, and this in fact one option. If that selection was made this would be the resulting sound level plot:



These levels are at the identified goal of 50 dBA or lower but it requires the enforced use of a ball such as the Onix Fuse.

Many pickleball players strongly prefer using the more popular tournament approved balls, the Franklin-X or Dura Fast 40. Rather than add a difficult to enforcement requirement on all players, we modeled the idea of increasing barrier heights and using the Franklin-X ball in the next soundscape plot.

We also added a 12 ft high by 12 ft. length of barrier covered fence in the north-east corner to reduce sound diffraction around that corner. It is called barrier # 5 in the plot.

This alternative design retains the use of the Franklin-X ball and it raises the barrier heights to 14 ft in two directions, west and north. We then obtained this plot:

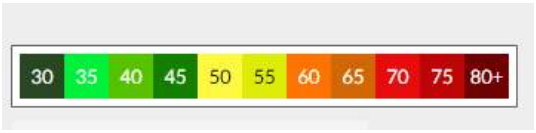


The 14 ft high barrier does not need to be fully covered by chain link mesh. Heavy duty support posts, which are readily available, can support a 14 ft high pipe frame. We recommend that a structural engineer be involved in the fence design.

The next plots also incorporate two diagonal fence sections in the north-west corners and north-east corners to strengthen the fencing.

Using the color graphics of Noise Tools Software, we see this soundscape in the following plot. This plot uses this color legend below for sound levels in dBA LAFmax metric.





The player in the above has been positioned (on Court 3, assuming a left to right court numbering method) to create the highest distant sound level.

To test that setting, the player is now moved to each court and the new soundscapes are plotted below:

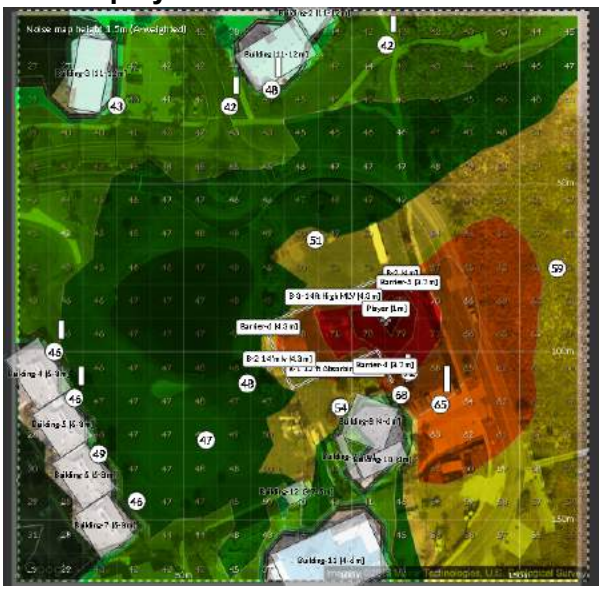
Court 1 player:



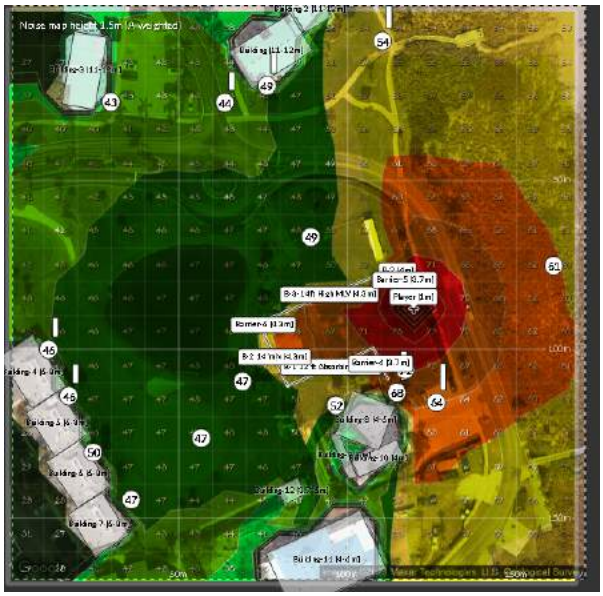
Court 2 player:



Court 4 player:



Court 5 player:



The above plots include the placements of hitters on all five courts and the predicted sound level does not exceed 50 dBA at homes. This combination of barriers includes 14 ft high mlv types on the north and west and a 12 ft high absorbing type along a portion of the south fencing plus a short section of mlv along the north east corner plus the use of quieter but tournament approved paddles and the most common tournament balls.

Sound levels are now below the target level of 50 dBA at all homes including on all floors. A 15 ft high barrier could be considered as an option.

The next plot assumes that the north barrier height is increased to 15 ft above the court surface. While this remains an option, the plot illustrates that the added reduction is modest.



If Ocean Village selects a fencing company that can install a fence of these varying heights, with the diagonal corners recommended and with sufficient wind loading capability, PSM LLC recommends the 14 ft high fence design be implemented.

Fort Pierce Noise Ordinances:

Noise is limited in ARTICLE II of the Fort Pierce Code of Ordinances. The followings sections, shown in italics, define the noise limits:

Sec. 26-37. - Purpose.

a) *Excessive, unnecessary or unusually loud noise is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.*

(b)

b) *It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.*

Sec. 26-38. - Terminology, standards, and definitions.

a)Definitions

b) ***Classification of use occupancy****. For purposes of defining the use occupancy, all premises containing habitually occupied sleeping quarters shall be considered residential use. All premises containing transient commercial sleeping quarters shall be considered commercial use. All premises containing businesses where sales, professional or other commercial uses are legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered industrial use. In cases of multiple use, the more restrictive use category shall prevail. Hospitals, nursing homes, schools, libraries, churches and all institutional uses shall be considered residential uses. Any area not otherwise classified shall conform to commercial standards.*

(c)

c) *Maximum permissible sound levels by use occupancy. It shall be unlawful to project a sound or noise, from one property into another property within the boundary of the use occupancy, which exceeds either the limiting noise spectra set forth in Table I below or exceeds the ambient noise level by more than three decibels when measured as specified under the noise enforcement practices as adopted by the city commission by ordinance.*

(1)

Sound or noise projecting from one use occupancy into another use occupancy with a different noise level limit shall not exceed the limits of the use occupancy into which the noise is projected.

(2)

The limits hereinabove referred to shall be in accordance with Table 1 in section 26-40.

Sec. 26-40. - Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

Table 1. Sound Level Limits by Receiving Property

Receiving Property Category	*Time*	*Sound Level Limit (dBA)*	*Sound Level Limit (dBC)*	*Sound Level Limit (dBZ)*
Residential	Monday through Saturday, 7:00 a.m.—11:00 p.m.	60	60	60
Residential	Sunday, 7:00 a.m.—1:00 p.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Residential	Sunday through Saturday, 11:00 p.m.—7:00 a.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Commercial	At all times	65	65	65
Industrial	At all times	70	70	70

(1) It shall be unlawful for any person to make, continue or cause to be made or continued within that portion of the city which has been designated as a residential or mixed use area of the city, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. any unreasonably loud, excessive, unnecessary, or unusual noise in such manner that noise produced, or the vibration made, by the same would be obvious, or cause discomfort and annoyance to an ordinary, reasonable prudent person at a distance greater than 50 feet from the real property line of the nearest receiving property. A sound level meter or sound level reading shall not be necessary for the enforcement of this subsection.

2) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ.

Analysis of the Ordinances:

We defer to others the meaning of b) ***Classification of use occupancy****. Maximum permissible sound levels "****by use occupancy****",* which limits sound levels to within 3 decibels of background noise levels. While "**Use Occupancy**" may be a legal term, it is, in our view, not well defined in Article II of this code. In addition, this definition of background noise:

We have calculated an **Average Background Noise level** based upon our measurements.

The Sound Level Limits in Table 1 adjustment when impulse noise is being measured:

Table 1 of the ordinance establishes 60 dBA as the normal sound level limit except for impulse noise, which, according to Section 26-40 2), has a limit of 70 dBA as measured in the fast mode with a sound level meter. This is the ANSI defined mode our sound level predictions and measurements employ.

The above teaches us that the actual impulse noise level limit inFort Pierce is 70 dBA.

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

PSM LLC is available to recommend vendors and mounting methods for these barriers. Ocean Village will need to develop a hurricane plan to protect the sound barriers and buildings as much as practical during hurricane conditions.

Suggestions:

Diagonal fence corners with triangular piping to change elevations are suggested to strengthen the fence . Tall hedges may be added to improve the appearance of the sound barriers.

We suggest waterproof baseboards along the bottom of the fences for attachment to the sound barriers and to keep the sound barriers from absorbing water or preventing water drainage from the court.

We suggest break away tie wraps or bungy cords along the top of the sound barriers to increase the ability to survive high wind conditions and to facilitate quick removal and reinstallation.

PSM LLC is available to assist in obtaining multiple quotes on sound barrier material.

The following pages are the most recent list of quieter paddles published by PSM LLC. A revised list with additional paddles will be released in January of next year.

The Pickleball Paddle Blue List

Quieter Pickleball Paddles

List updated: November 23, 2023

Introduction: The following paddles have been selected and qualified for 'Blue List' status through a testing procedure that uses a combination of metrics in addition to loudness (sound pressure). This includes measuring the 'pitch' and duration of the sound produced when a pickleball is struck by a paddle.

These metrics were selected after reviewing with players and non-players the characteristics of a typical pickleball hit including input from some who consider impulse sounds of this type to be annoying.

The resulting criteria were established by PSM LLC in 2022 as a means of recommending paddles to communities and pickleball clubs that are attempting to mitigate the sound of pickleball.

Test Procedure: PSM LLC is a pickleball acoustics consulting firm. We have built a tall (16 feet) echo free (or anechoic) ball drop chamber for testing pickleballs and paddles. A calibrated microphone is mounted in this chamber and a computer outside the chamber analyzes the microphone output using REW and Audacity software.

Criteria: The paddles listed have a sound pressure level (SPL) below that generated by a selected standard ½ inch thick fiberglass faced paddle, currently the Gamma 412 model. In addition, these paddles have their spectral energy density below 900 Hz and a decay time of the primary vibration mode to less than 10% of its initial peak value under 5 milliseconds.

Using This List: PSM LLC updates the list as it tests and identifies additional paddles that meet the criteria.

Updating This List: To arrange additional paddle or pickleball testing, contact PSM LLC via email at bob@pickleballsound.com.

For an updated version of **The Blue List**, see the PSM LLC website (pickleballsound.com) as well as the Pickleball Sound Mitigation Facebook group page. **The Pickleball Paddle Blue List** is copyright free.

Paddle Guidance: Tests have shown paddles at least 16 mm thick with carbon fiber surfaces and deemed to be "Control" models by paddle suppliers are generally quieter and have a lower main pitch sound. There are numerous models now on the market that meet this criteria that PSM LLC has not tested so they are not on The Blue List.

THE PICKLEBALL PADDLE BLUE LIST

PICKLEBALL SOUND MITIGATION LLC

www.pickleballsound.com

(paddles listed alphabetically by vendor name)

Paddle Vendor	Paddle Model Name	Notes
CRBN	1 and 1x	
CRBN	2	
Diadem	Vice	1
Diadem	Warrior	
E6	16s	
Electrum	E Pro II	
Focus	Silencer	
Franklin	Pro Series 16 mm	
Gamma	Obsidian 16	
Gearbox	CX11	
Gearbox	CX14	
Gearbox	GX5 and GX6	
Joola	Ben Johns 16 mm	
Joola	Simone Jardim 16 mm	
Joola	Radius	
Master Athletics	Q1	1
One More	Vibe	
One More	Pro Custom	
Owl Sport	Owl	2
Pickleball Rocks	The Dude	
Pickleball Rocks	Pink Widow	
Pro Drive	DRIVE	
Pro Kennex	Pro Speed	
Pro Kennex	Ovation	
Pro Pickleball	Infinity Widebody 16 MM	
Selkirk	Amped Epic	
Selkirk	Vanguard Invikta	
TMPR	Tantrum and TC-16	
Versix	Pro XL	
Wild Monkeys	Grizzly	
Wowlly	Surge XL	
Wolfe	Bite	

Note 1: Not USA Pickleball Approved
Note 2: USA Pickleball Approved in the Quiet Category

Appendix A

Background Noise Site Visit Sound Analysis Report

For

Ocean Village, Fort Pierce, FL

November 30, 2023

Robert M Unetich

Executive Summary:

The PSM LLC November 13 Pickleball Sound Assessment Report relied upon background noise level data from a trip to Ocean Village on March 17, 2022, to establish a baseline background noise level. In that first trip, low wind conditions existed and an average noise level of 48 dBA was recorded along Mainsail Drive.

The early data did not include data from higher elevations or when there was no wind at all or when a strong breeze was present, so PSM LLC requested that we be permitted to collect additional data at the site. An additional purpose of the new site visits was to acquire more accurate building and ground surface elevation information.

Recognizing that sound levels can vary considerably, a trip was made by a PSM LLC engineer on the mornings of November 10th and an afternoon trip was made on November 21 to collect additional sets of field data at a variety of locations including locations previously not studied.

Noise level data from those trips is included in this report. In general, the ambient noise level, measured using a variety of acoustics metrics, confirms that 48 dBA is about the average noise level at residences but it was determined that the ambient noise levels at the six locations tested varied from 46.6 dBA to 50 dBA.

The November 13 Report provided recommendations to install a set of different height mass-loaded-vinyl sound barriers and for Ocean Village to require the use of quieter paddles in order to reduce pickleball sound levels close to or below the average background noise level

If these recommendations are adopted, we believe that sound levels at all nearby homes including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

Field Data:

This plot illustrates the six locations where noise data was collected, numbered 1 through 6:



	Venue:	**Ocean Village, Ft. Pierce, FL**				
	Date:	**Wednesday, November 01, 2023**				
	Microphone:	**Dayton Audio UMM-6**				
	Microphone	**Readings**				
Time	**Location**	**LAFmax**	**LAFmin**	**LZpeak**	**LAeq**	**Comments**
8:26 AM	1					In front of admin building
8:21 AM	2					In front of building to the west
8:08 AM	3A					In front of building to the west and a little further north - ground level
8:14 AM	3B					In front of same building as 3A above - 2nd floor balcony
8:01 AM	4					On road north of the courts; quite windy
7:47 AM	5					In front of 3-story condos to the north of the courts
7:41 AM	6					At base of the dune to the northeast of the courts

The November 10 site visit collected photos of buildings and it recorded the noise measurements taken with a calibrated sound level meter. The following page includes the data taken on that trip.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/10/2023 Start Time: 7:30 AM End Time: 8:30 AM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: Computer: _____

Microphone: Mic Height: Above Surface: 5.0 ft

OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: _____ Number of courts in use: _____

Number of players hitting; _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____

Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____

Receiving Location Addresses: A: _____ B: _____

C: _____ D: _____ Wind Speed: 0.0 mph

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location	1	2	3	4	5	6
Conditions	Little wind	Little wind	Little wind	Little wind	Little wind	Little wind
Distance						
LAFmax						
1	42.2	44.5	45.0	44.7	42.0	39.2
2	40.5	44.0	48.0	43.1	42.2	38.3
3	43.0	44.3	45.6	43.5	42.3	39.0
4	42.7	43.6	44.0	41.6	42.4	39.9
5	41.6	45.2	43.7	41.5	41.3	39.3
6	42.0	43.5	44.7	41.8	43.2	40.1
7	42.3	44.4	44.3	41.8	44.4	39.5
8	41.7	47.7	42.7	42.2	43.0	38.5
9	42.4	47.5	41.9	42.6	41.8	39.4
10	40.0	44.3	42.1	42.1	42.0	39.6
11	41.5	45.1	41.9	42.5	44.3	39.7
Data Points						
Median:	42.0	44.4	44.0	42.2	42.3	39.4
Max:	43.0	47.7	48.0	44.7	44.4	40.1
LAFmin:						
LAeq:						

The median sound levels ranged from 39.4 to 44.4 dBA. The air was very calm at 0.0 mph. An additional trip was arranged for an afternoon later in the month and the following page is the data collected on that trip. On this trip, two sets of data were collected with two measurement tools, a Sper Type 2 calibrated sound level meter and a Dayton Audio calibrated microphone connected to a laptop software program that could calculate additional sound metrics. The entire set of data is shown below.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/21/2023 Start Time: 6:10 PM End Time: 7:15 PM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: 5.20.13 Computer: Windows 11
Microphone: UMM-6 Mic Height: Above Surface: 5.0 ft
OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: _____ Number of courts in use:
Number of players hitting; _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____
Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____
Receiving Location Addresses: A: 100 Mainsail Dr., Fort Pierce, FL B: _____
C: _____ D: _____ Wind Speed: 6.0 mph (avg.)

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location #	1	2	3	4	5	6	Dune
Conditions	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy
Distance							
LASmax	58.0	56.6	65.4	61.9	55.9	55.2	61.7
1	58.5	48.3	52.7	51.9	53.6	49.2	57.1
2	50.8	48.1	53.0	48.4	50.4	50.2	59.2
3	52.3	48.0	52.9	52.5	51.4	47.0	55.3
4	53.7	47.5	52.7	50.1	49.6	49.6	55.5
5	52.3	46.7	54.3	50.0	51.0	47.4	56.3
6	52.5	48.3	53.5	51.8	51.4	48.9	57.9
7	49.8	49.3	55.7	53.5	51.3	48.3	56.7
8	51.1	47.7	53.5	51.6	52.4	48.6	56.8
9	49.0	50.3	54.2	52.1	50.2	47.1	61.8
10	50.7	50.6	55.1	53.6	52.0	48.2	54.3
11	50.2	48.3	51.2	54.2	49.5	48.1	59.4
Data Points							
Median:	51.1	48.3	53.5	51.9	51.3	48.3	56.8
Max:	58.5	50.6	55.7	54.2	53.6	50.2	61.8
LASmin:	51.2	49.4	55.5	51.8	51.5	49.7	53.4
LAeq:	55.7	53.0	57.9	56.7	54.2	52.8	58.6

The median values of sound levels measured varied from 48.3 dBA to 55.5 dBA on this afternoon with a light breeze. The next page will average the median numbers and it will do a more complex conversion of dBA levels to actual air pressure levels, which are then averaged before again being converted to dBA readings, to take into account that averaging sound pressure is actually the average of all sound pressures, not the average of logarithm derived representations.

	Location 1 Median	2	3	4	5	6	Top of Dune
Nov 10	**42.0**	**44.4**	**44.0**	**44.2**	**42.3**	**39.4**	
Nov 21	**51.1**	**48.3**	**53.5**	**51.9**	**51.3**	**48.3**	**56.8**
Simple average	**46.6**	**46.4**	**48.8**	**48.1**	**46.8**	**43.9**	
True Pressure Average in dBA	**47.7**	**46.6**	**50.0**	**48.9**	**47.9**	**44.9**	

If we now take the true average of all 6 pressure and then convert to decibels we get:

47.4 dBA

This figure, **47.4 dBA** is the actual average sound level of six locations over two sets of wind conditions. This figure is close to the average noise level of **48 dBA** measured on March 17, 2022.

Considering noise level data collected by PSM LLC at other sites across Florida, this represents a rather typical overall average noise level, indicating that this portion of Ocean Village is not especially noisy at ground level, considering that it is near the shore. The data taken on the dune of 56.8 dBA, which was as much as 8 decibels higher (louder) than the lowest sound level recorded, suggesting that the dunes assist in blocking sound from the east at lower elevations.

The data on the dune also suggests that the background noise level may be higher at higher elevations.

Analysis

We can now relate the background noise levels to the pickleball sound levels predicted in the November 13 report.

Conclusion:

The predicted noise levels at locations 1 through 6 are near or below the background noise levels measured if the recommended sound mitigation is installed.

OCEAN VILLAGE SURVEY

JANUARY – FEBRUARY

2019



SECTION 1 – EXECUTIVE SUMMARY

Background**:** A survey of owners of units within the Ocean Village POA on Hutchinson Island Florida was conducted between 17 January and 15 February 2019. The objectives of the survey included: : Identifying demographic information; identifying expectations of owners; obtaining an estimation of the degree of satisfaction of those expectations; identifying participation of owners in selected activities and facilities; and identifying owners' perceptions/valuations regarding possible future improvements.

General:

Six hundred seventy-four (674) completed surveys were returned by the 15 February deadline. While some areas were identified as needing additional attention, the survey responses reflected a general satisfaction of owners with Ocean Village. Owners bought units here mostly because of its "warm & friendly people"; location, amenities and its programs and activities. And, as evidenced by the large percentage of use by the children and grandchildren of unit owners, it is family friendly place. Said another way, most owners seem happy to be in Ocean Village and are mostly content with its amenities and activities.

Reflecting the objectives of the survey, this survey report is divided into seven sections, with this Executive Summary being Section 1. The other Sections are summarized below, and the details are in the attachments.

Specifics:

Section 2 – Demographics:

The population of Ocean Village consists mostly of: educated (more than 72% with at least a college degree): retired (75.5%); older (70% between ages 61 & 80); living with a spouse or partner(80.1%); having been coming to Ocean Village for many years (60% more than 10 years); and for the most part are part time residents (less than 34% live in St. Lucie County Florida, where Ocean Village is located).

More than 57% of respondents reported that they purchased their unit after 2009, with 30% reporting that they purchased in the last 5 years and 5.5% reported that they purchased less than a year ago. However, this population of recent purchasers have a longer association with Ocean Village with 34% reporting that they had previously rented in Ocean Village; 19% reporting visiting their parents here and 19% visited friend here before purchasing.

While, only 7.8% of the respondents said that they purchased their unit to rent, 18% report that they rent – mostly in the winter – with the majority renting for more than one month. This number of renters is also reflected in monthly occupancy/use by owners where the highest reported owner occupancy is 84% and 82% in January and February respectively.

And, respondents reported that they bought for several reasons including: Location (83%); Amenities (70%); Warm/Friendly people (56%); Programs/Activities (43%); and interestingly on the recommendation of Parents or Grandparents (17%).

SECTION 3 – EXPECTATIONS and SATISFACTION

General:

Respondents were asked to tell "us" what they expect from our Community by telling us their opinion about several Community Activities and Facilities. In this context, they were asked to assign a valuation of activities and facilities on a scale of 1 to 5, with a 5 meaning of great value to them and a 1 indicating of little value. And, a 0 would indicate that the respondent had no opinion regarding that activity or facility. Likewise, they were asked to indicate their satisfaction with the same activities and facilities using the same scale of 1 to 5, with 0 indicating "no opinion".

Summary:

The six most important activities or facilities perceived by respondents as indicated by the average valuation assigned by all respondents were:

Security
Ground Maintenance
Amenities
Hurricane Preparedness
Maintenance of Infrastructure
Tiki

The six activities or facilities receiving the highest satisfaction score were:

The Library
Religious Activities
Volunteer Jobs
Outreach
Accessible facilities
Social Opportunities/Friendships

The six activities or facilities receiving the lowest satisfaction scores were:

Recreational Services
Communications
Fitness Facilities
Maintenance of Infrastructure
Club House
Reservation System for Amenities

SECTION 4 – PARTICIPATION IN ACTIVITIES/FACILITIES

General:

Respondents were asked to indicate if they were active participants in several activities and facilities. And, in this context, respondents could report active participation in more than one activity or facility.

Summary:

The most actively used activities/facilities reported by respondents were:

Swimming & Pool:	77.4%
The Fitness Center	54.6%
The Library:	44.5%
Golf:	40.4%
Bocce	40.2%
Volunteer Work	26.1%
Pickle Ball	24.2%
Tennis	24.0%
Shuffle Board	23.6%
Fishing from the Beach	22.3%

Included in the report are additional details of usage within the above broad areas such as use of clay courts, sauna etc. Also, it should be noted that the report does not reflect the time spent on an activity but rather it simply reflects reported, active participation in an activity or facility.

SECTION 5 – POSSIBLE FUTURE IMPROVEMENTS

General:

Respondents were asked to indicate the value, between 1 and 5, they place on twenty-three possible future improvements, and to record a 0, if they had no opinion on a possible future improvement.

Specific

The top ten indicated priorities by average score were:

ITEM	Average Score
Improved Infrastructure – Roads, drainage etc.	3.68
Better Sidewalks/Walking paths	3.48
Better Pool Facilities	3.40
Improved Community Communications	3.22
Better Restaurant Facilities	3.10
Enhanced Security	3.03
A “Really Great” Club House	3.01
Better Street Lighting	2.98
More Pickle Ball Courts	2.78
Upgrade Living Wall	2.75

SECTION 6 – GENERAL WILLINGNESS TO FUND POSSIBLE IMPROVEMENTS

The overall results of the question regarding assessments and improvements was:

No improvements if it means an assessment:	43.8%
Some improvements with an assessment:	50.7%
No Opinion	5.5%

SECTION 2 – DEMOGRAPHICS

1. I am:

Male 44.9% Female 55.1%

2. I am:

Employed Full Time	17.9%
Employed Part Time	5.1%
Retired	75.5%
Student	0.0%
Other	1.5%

3. I live or use my Ocean Village Unit:

By Myself	13.2%
With my spouse/partner	80.1%
With relatives or friends	6.7%

Of those living by themselves
15.9% are males, and
84.1% are females

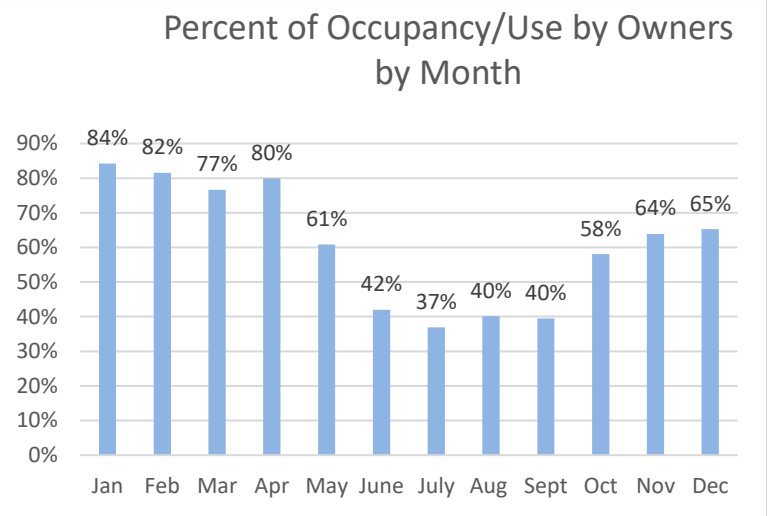
4. Do you have children who use your unit?

Yes (Adult)	42.9%
Yes (teen)	4.8%
Yes (small children)	7.2%
No	45.1%

5. Do you occasionally have grandchildren in your unit

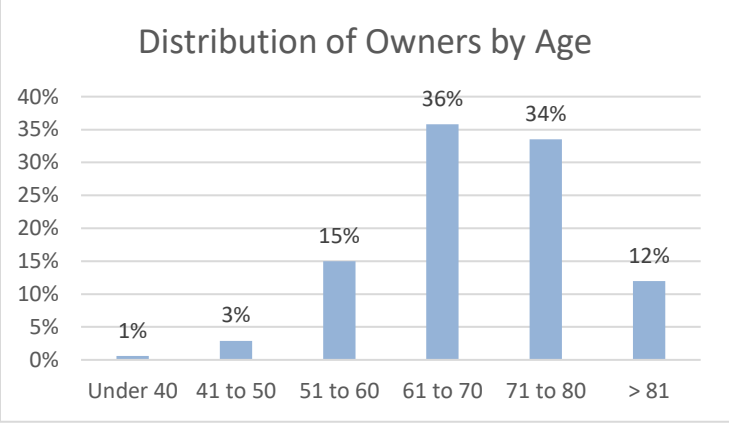
Yes (Adult)	17.3%
Yes (teen)	20.1%
Yes (small children)	32.6%
No	30.0%

6. I live in or use (not rent) my Ocean Village unit during the following months (choose all applicable)



I don't live in or personally use my Ocean Village unit: 3.3 %

7. Age of Owners



8. Are you a Florida State resident for tax purposes? And if not, in what state or country are you a resident. See Appendix 1 to Section 2

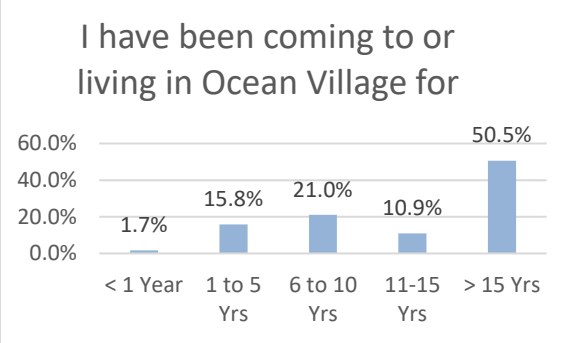
9. My highest level of formal education is:

Some High School	0.3%
High School Graduate	9.3%
Some College	18.2%
College Graduate	36.6%
Graduate Studies	7.4%
Graduate Degree	28.0%

Total owners with at least a college degree: 72.2%

NOTE: All Percentages in this report are based on responses to question versus total responses to that question. In some cases, percentages may not add to 100 because of rounding and occasionally, very few instances, someone did not answer a question- For example, age, sex or state of residence.

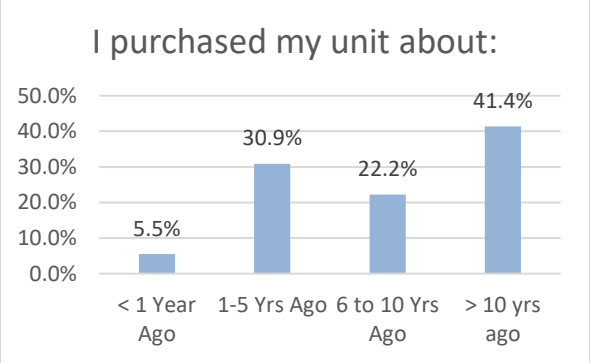
10



11. I own:

One Unit	91.6%
Two Units	5.9%
Three or more	2.5%

12.



13. Do you rent out your unit?

Rent my unit	18.1%
Do not rent my unit	81.9%

14. When I rent, it is usually for:

Less than a month	15.32 %
1 to 2 months	40.33%
More than 2 months	44.35%

15. I rent my unit:

Mostly during the winter	82.8%
Mostly during the summer	2.5%
All Year	14.7%

16. My unit has

1 Bedroom	24.0%
2 Bedrooms	55.9%
3 or more bedrooms	20.1%

17. Prior to buying in Ocean Village
(May have multiple responses)

I rented in OV	34.1%
I visited with parents	19.0%
I visited friends here	15.2%
A Real Estate Agent showed me the unit	12.5%
I found it on my own	20.2%

18. Check all that apply:
Why did you buy in Ocean Village?

Reputation	28.3%
Recommendation of Parents	16.3%
Recommendation of Grandparents	1.0%
Location	83.1%
Amenities	70.2%
Supportive Community	22.2%
Access to Medical Services	5.3%
Close to work	1.4%
Relatives Here	18.4%
Good Investment	43.3%
Diversity of Members' Backgrounds	7.0%
Warm/Friendly People	56.6%
Programs/Activities	43.8%
Educational Opportunities	1.9%
Volunteer Opportunities	4.4%
Inherited my unit	3.8%
To Rent	7.8%

Data Based on Owners Mailing Address **Appendix 1**

	Owners	Percent
ALABAMA	1	0.08%
CALIFORNIA	6	0.49%
COLORADO	9	0.73%
CONNECTICUT	34	2.77%
DELAWARE	4	0.33%
FLORIDA	593	48.29%
GEORGIA	13	1.06%
IDAHO	2	0.16%
ILLINOIS	25	2.04%
INDIANA	9	0.73%
IOWA	3	0.24%
KENTUCKY	7	0.57%
LOUISIANA	1	0.08%
MAINE	3	0.24%
MARYLAND	14	1.14%
MASSACHUSETS	38	3.09%
MICHIGAN	51	4.15%
MINNESOTA	8	0.65%
MISSOURI	9	0.73%
MONTANA	1	0.08%
NEW HAMPSHIRE	6	0.49%
NEW JERSEY	64	5.21%
NEW YORK	140	11.40%
NO. CAROLINA	7	0.57%
OHIO	32	2.61%
OKLAHOMA	1	0.08%
PENNSYLVANIA	54	4.40%
RHODE ISLAND	4	0.33%
SO CAROLINA	2	0.16%
TENNESSEE	5	0.41%
TEXAS	5	0.41%
VERMONT	8	0.65%
VIRGINIA	15	1.22%
WASHINGTON	1	0.08%
WASHINGTON DC	3	0.24%
W VIRGINIA	4	0.33%
WISCONSIN	6	0.49%
ARGENTINA	1	0.08%
BRAZIL	2	0.16%
CANADA	28	2.28%
ENGLAND	1	0.08%
GERMANY	5	0.41%
THE NETHERLANDS	1	0.08%
SWITZERLAND	1	0.08%
PUERTO RICO	1	0.08%
TOTAL FOREIGN	40	
TOTAL	1228	

Within Florida

ALACHUA	1	0.08%
BREVARD	2	0.16%
BROWARD	45	3.66%
CITRUS	2	0.16%
DUVAL	1	0.08%
HiGHLANDS	1	0.08%
HILLSBORO	4	0.33%
INDIAN RIV	7	0.57%
LEE	1	0.08%
LEVY	1	0.08%
MANATEE	2	0.16%
MARTIN	10	0.81%
MIAMI-DAI	57	4.64%
ORANGE	8	0.65%
PALM BEAC	26	2.12%
POLK	6	0.49%
SEMINOLE	2	0.16%
ST, LUCIE	416	33.88%
ST, JOHNS	1	0.08%

States with no Owners-Alaska
Arizona, Arkansas, Kansas,
Mississippi, Nebraska,
Nevada, New Mexico, N Dakota,
Oregon, South Dakota, Utah & Wyoming

SECTION 3 – EXPECTATIONS and SATISFACTION or CONDITION

The left charts below show the value of this activity to respondents
(Note: 1=little value, 5=great value; and 0=no opinion)

The right charts show the degree to which expectations are being met

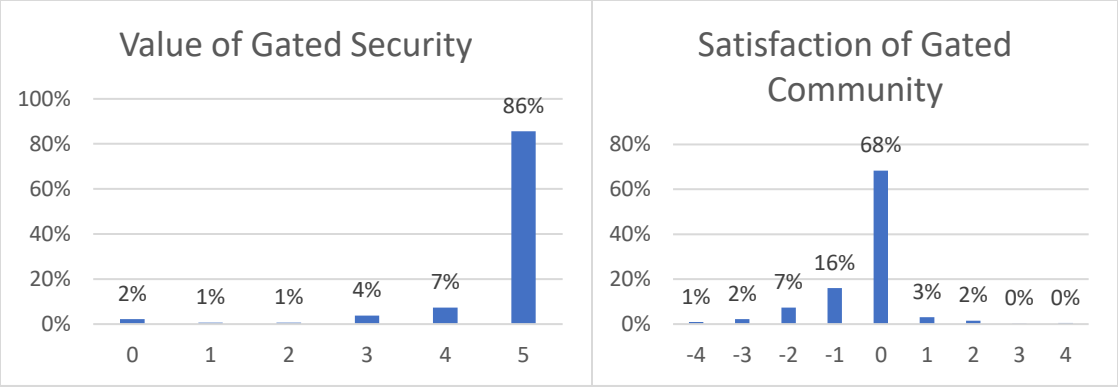
Note: The degree to which expectations are being met is measured by the difference of reported value and reported satisfaction.

Thus, a reported value of 4 for an item and a reported satisfaction of 1 would show a satisfaction rating of -3; whereas a value of 1 and a satisfaction of 4 would show a +3; and a value of 3 and a satisfaction of 3 would show a satisfaction rating of 0.

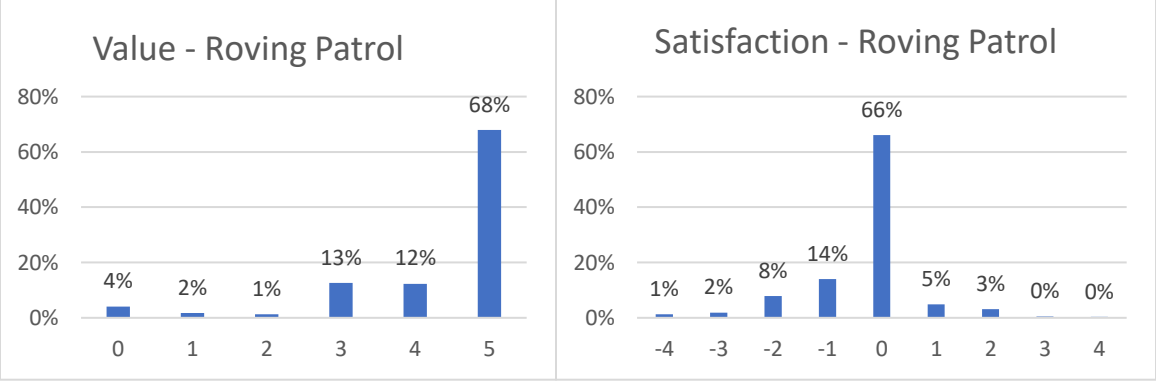
In other words, positive satisfaction rating indicates that satisfaction exceeds expectation for an activity or facility.

A negative rating says the opposite, and a satisfaction rating of 0 indicates that expectations are being met.

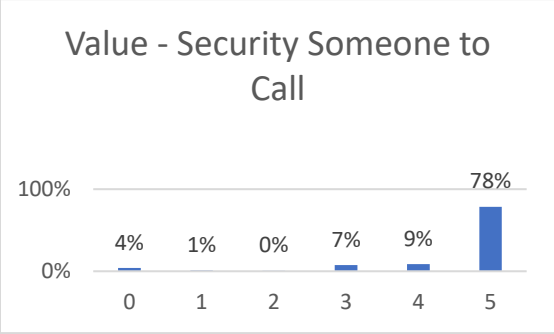
Security – gated community

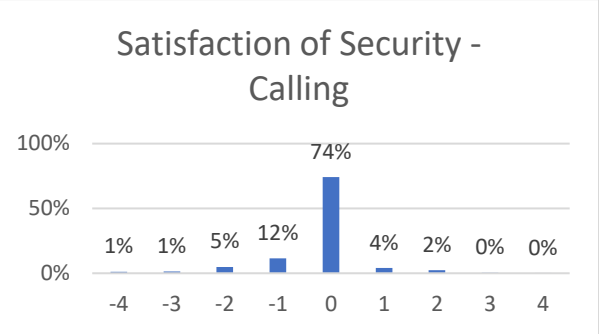


Security – roving patrol

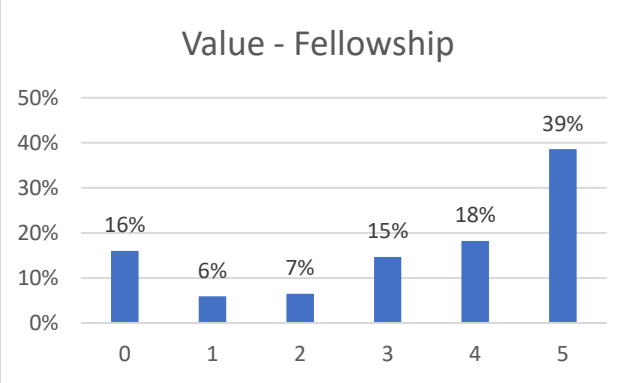


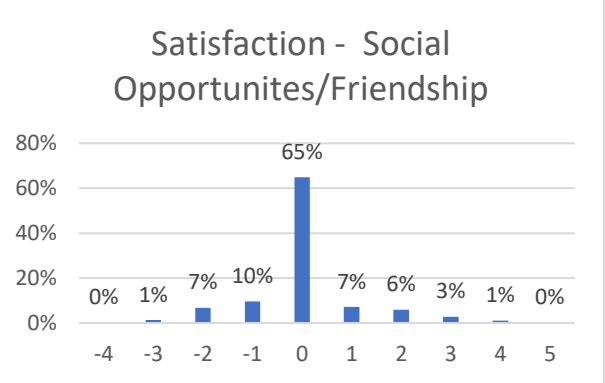
Security – someone to call



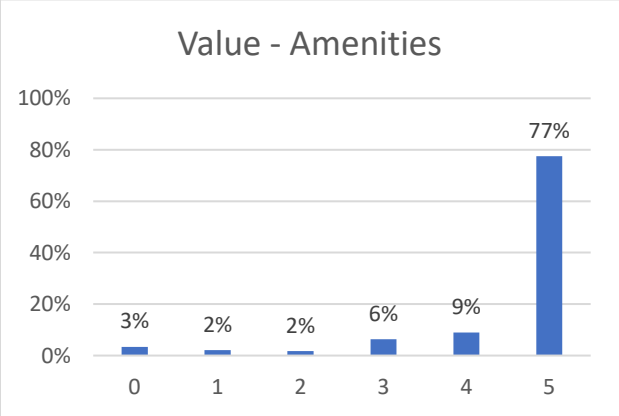


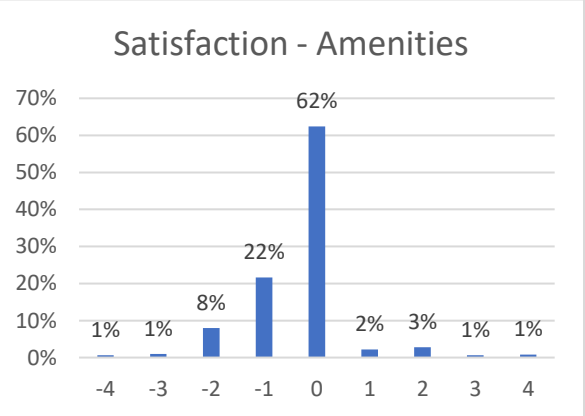
Fellowship/Social Opportunities



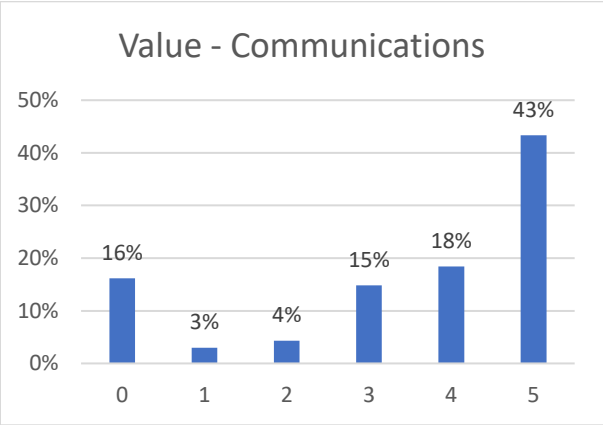


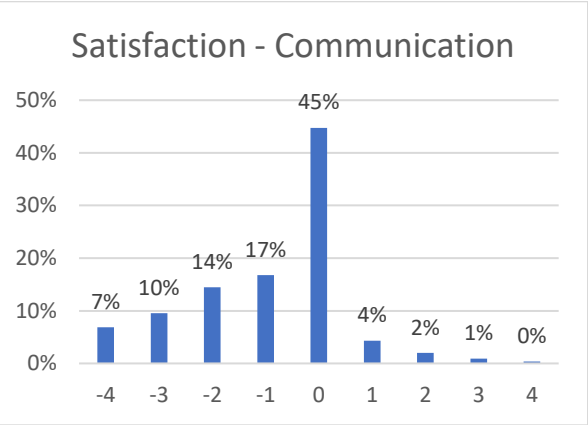
Amenities (pool, golf, tennis etc.)



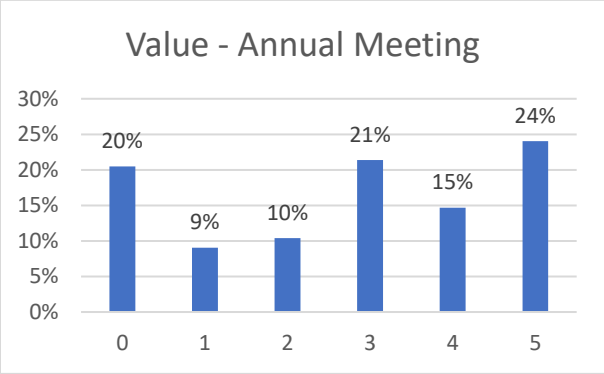


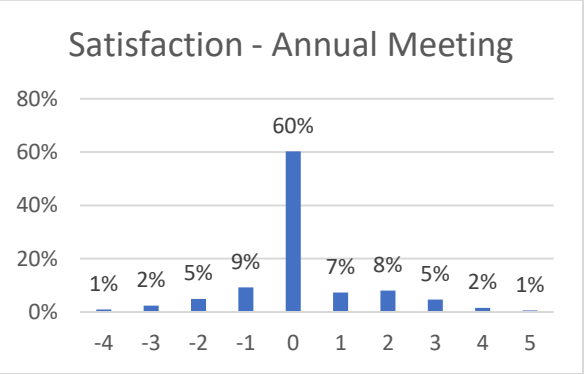
Communications



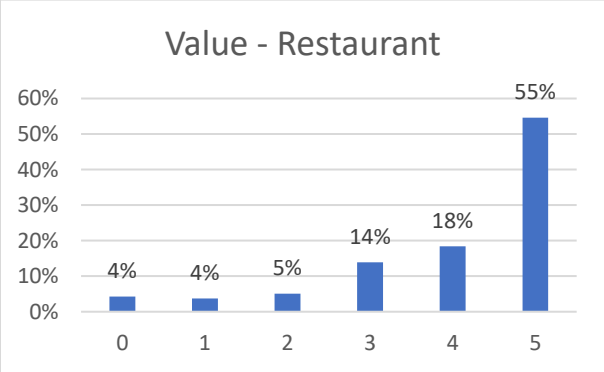


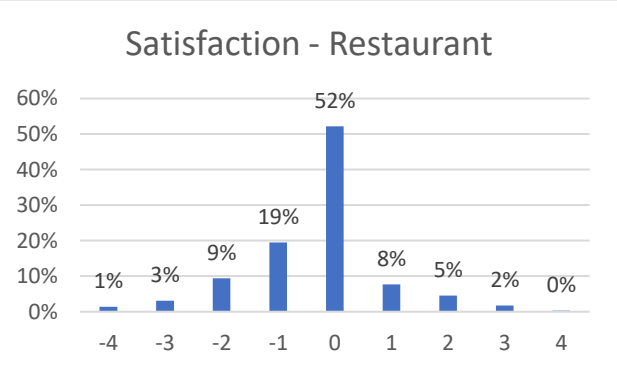
Annual Meeting



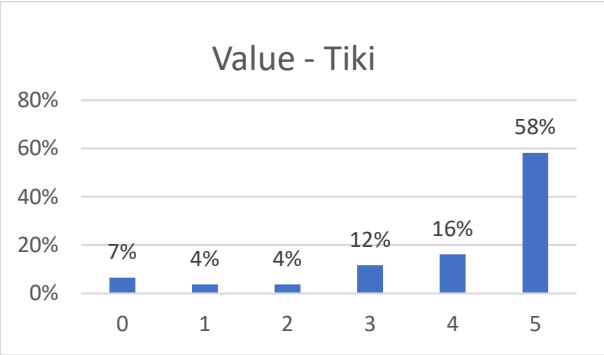


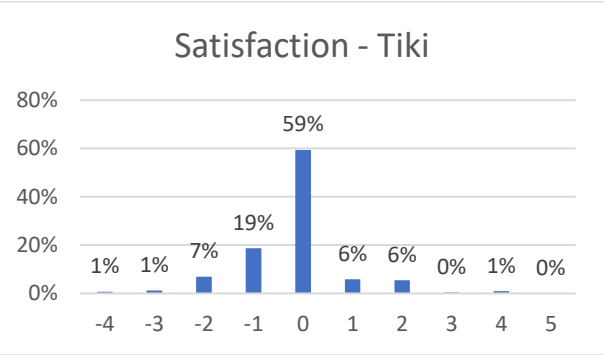
Restaurant



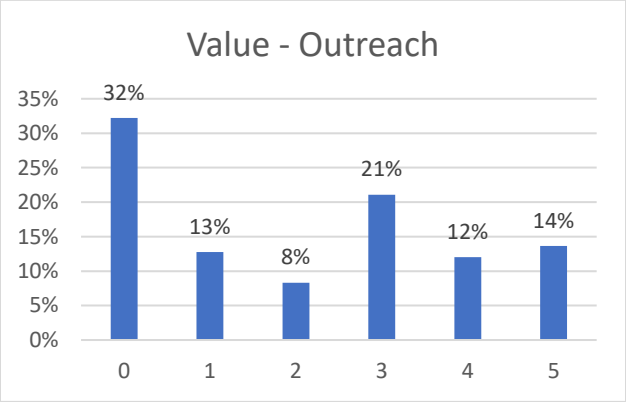


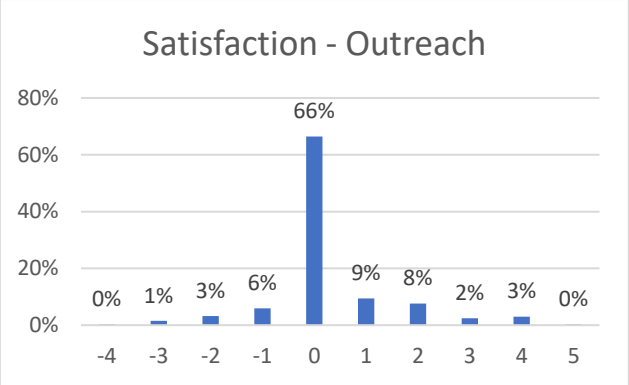
Tiki



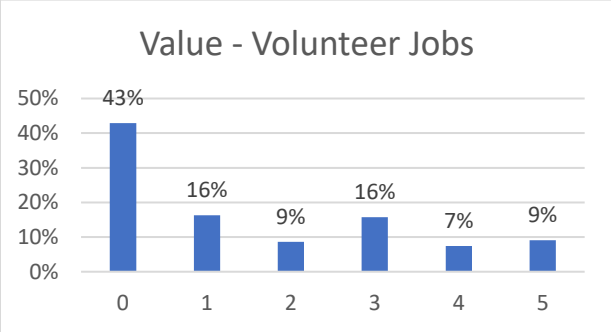


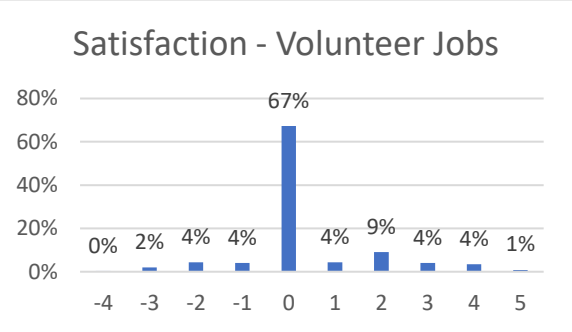
Outreach (charity events, cleanups)



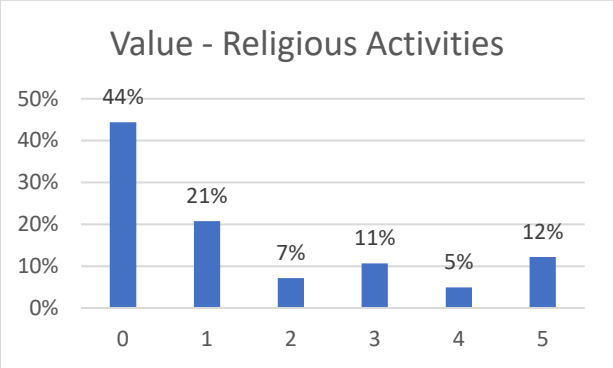


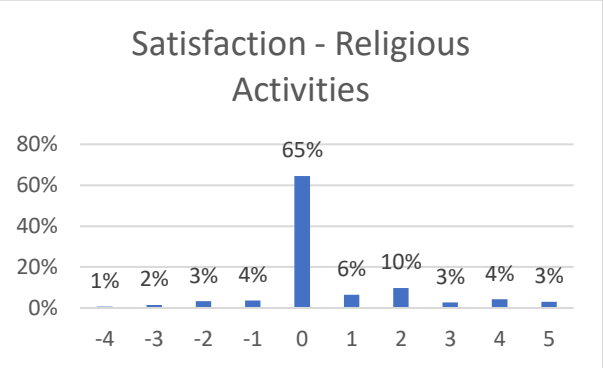
Volunteer Jobs



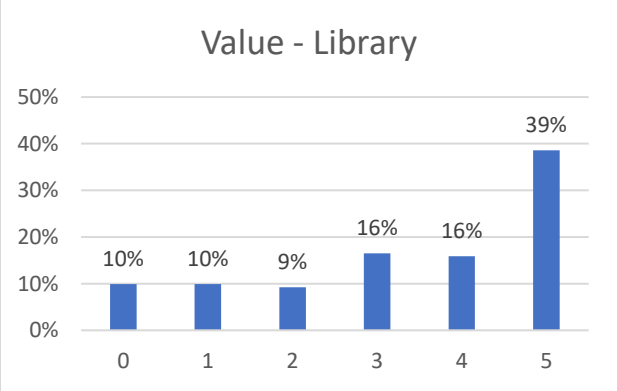


Religious Activities (church, studies)



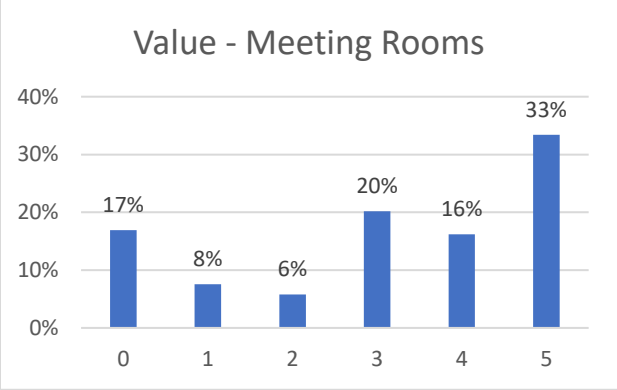


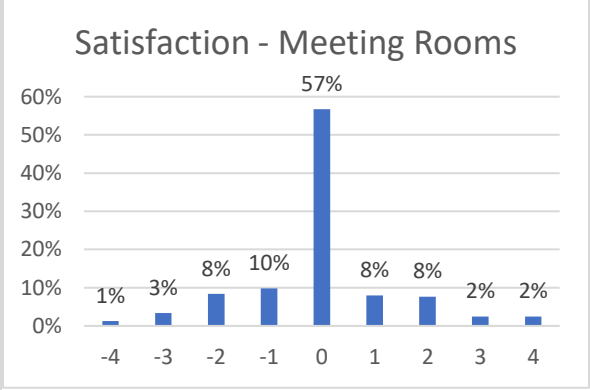
Library



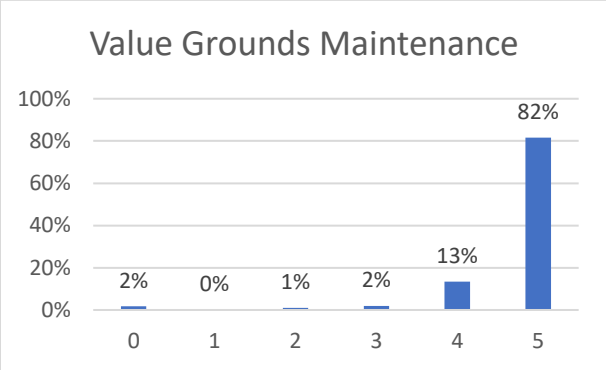


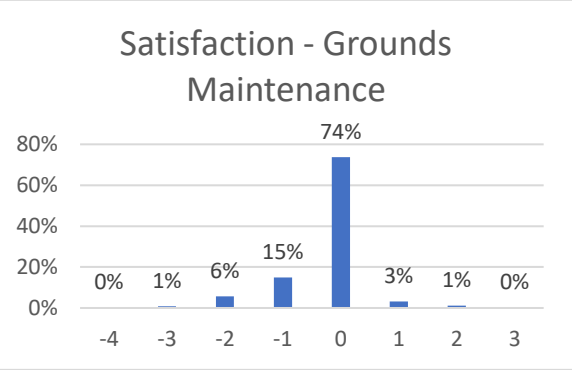
Places to Meet (Meeting rooms)



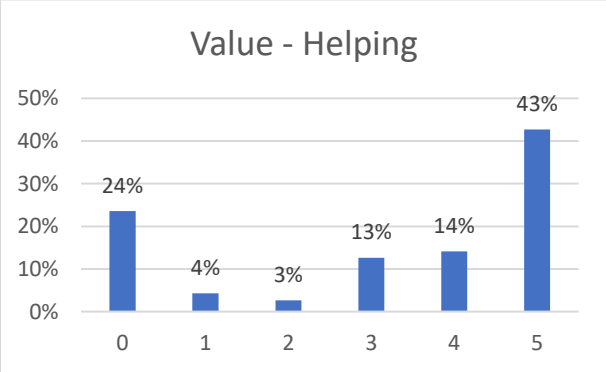


Maintenance of Grounds



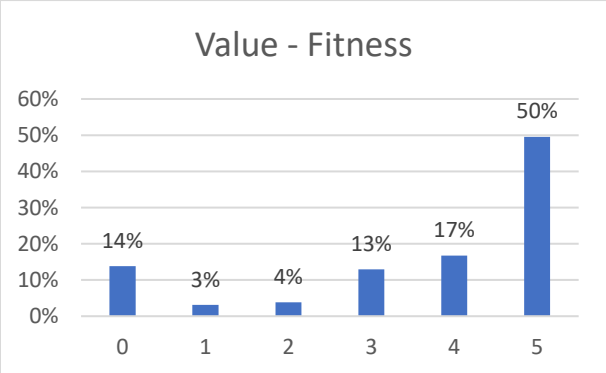


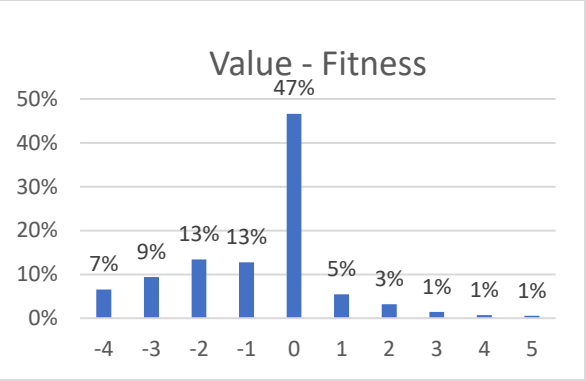
Helping one another



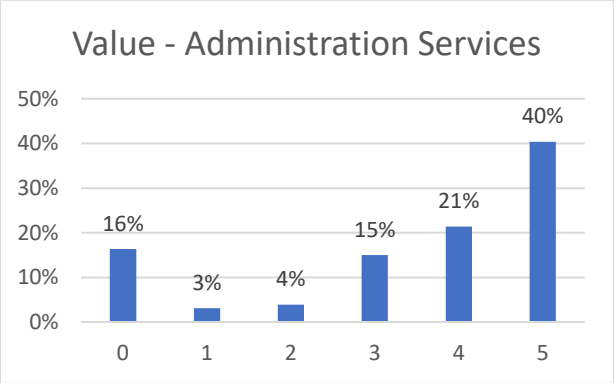


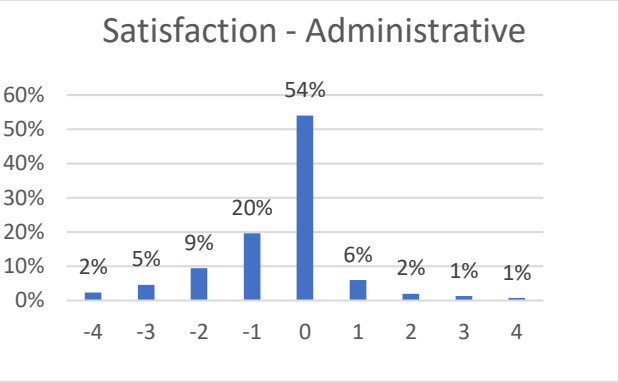
Fitness Activities



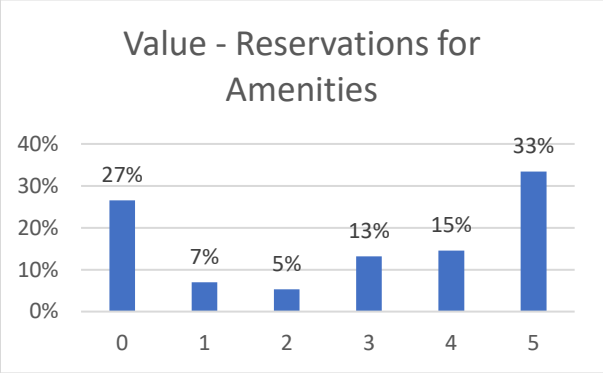


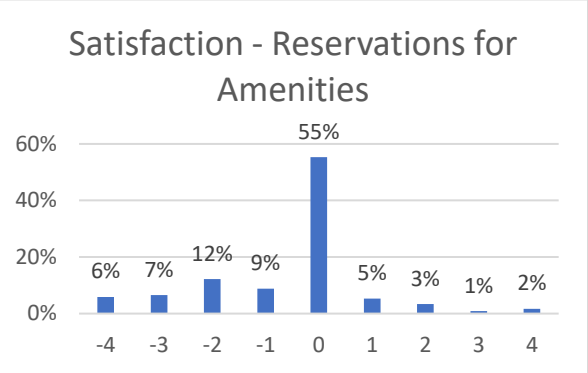
Administrative Services



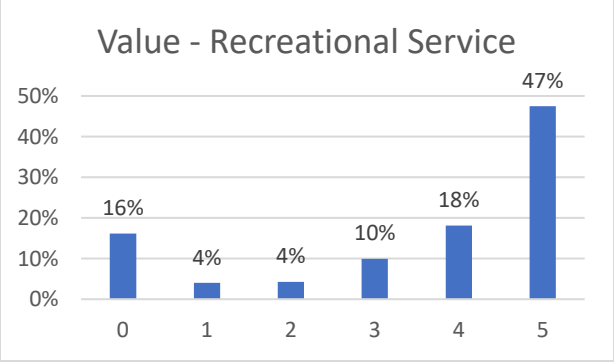


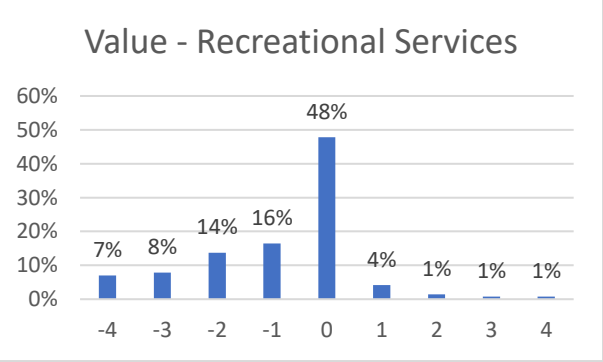
Reservation System for Amenities



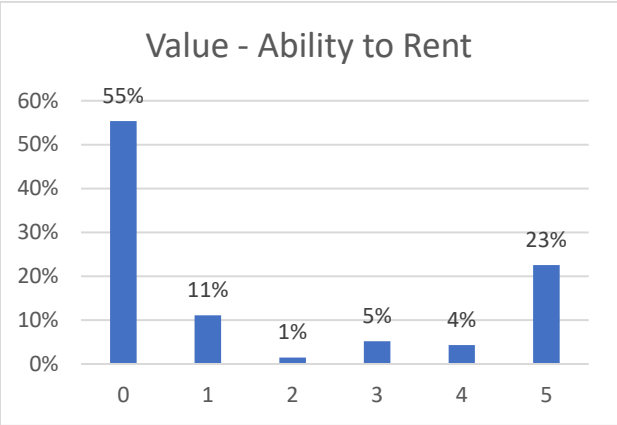


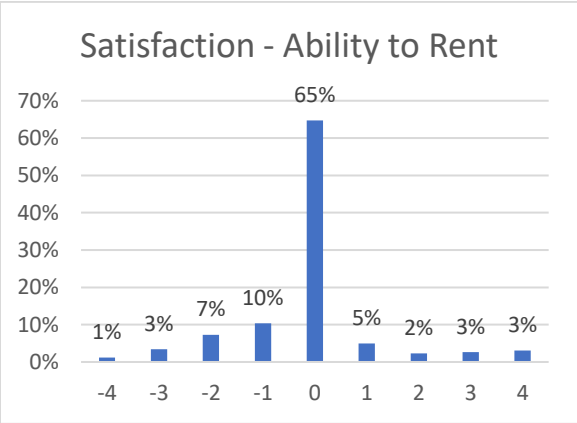
Recreational Services



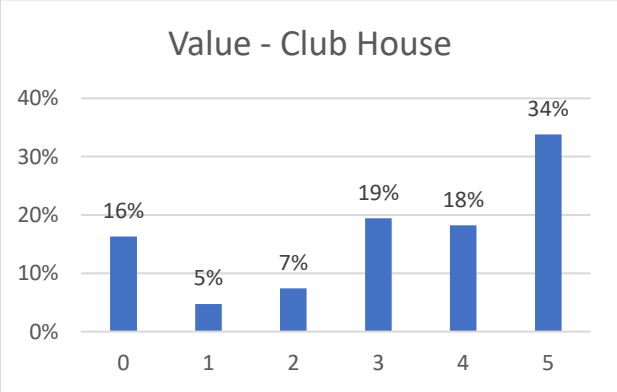


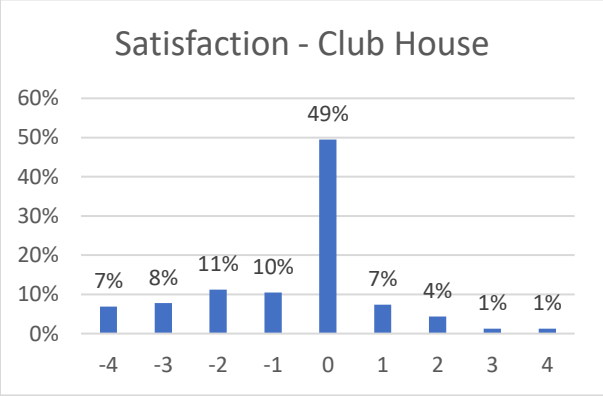
Ability to Rent my unit(s)



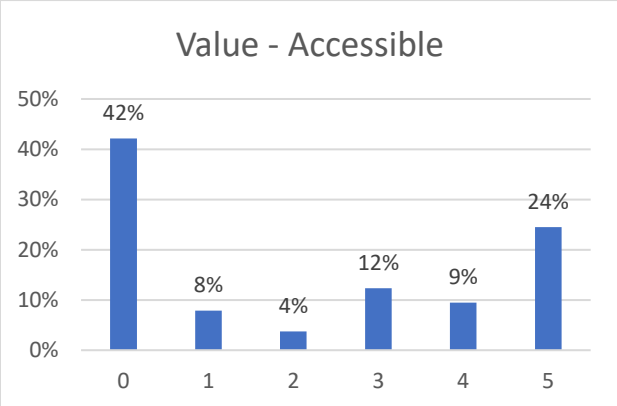


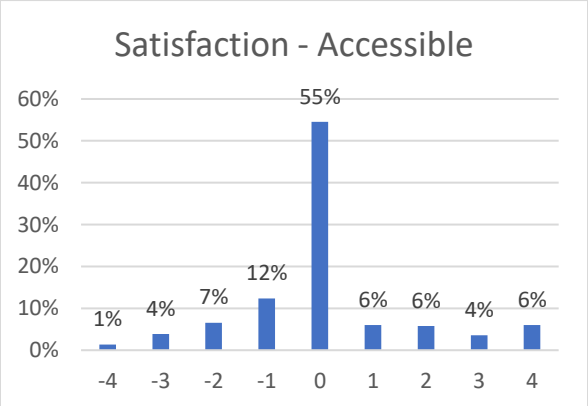
Quality of OV Club house



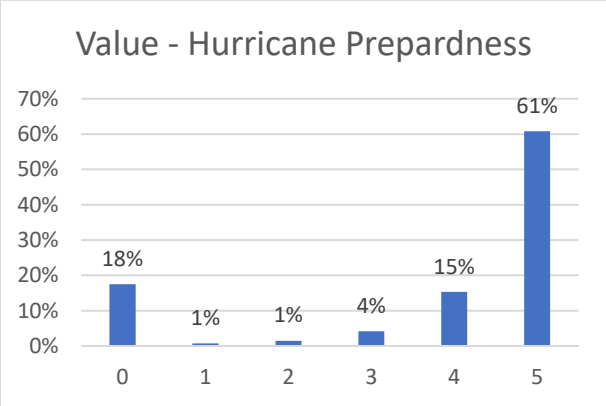


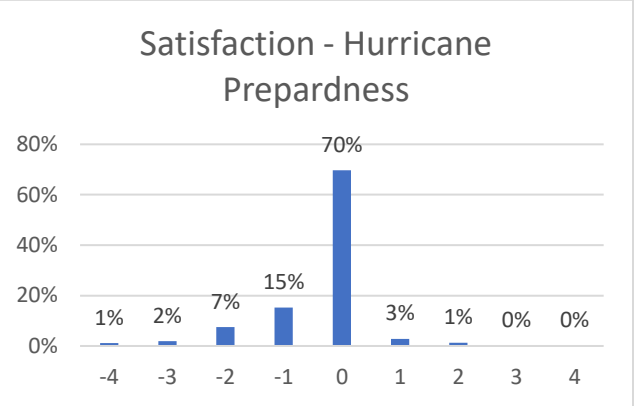
Accessible facilities (handicapped)



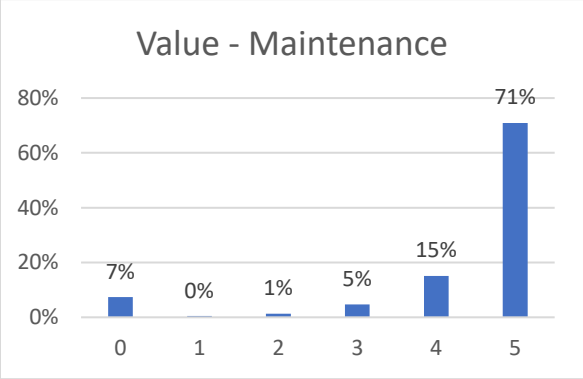


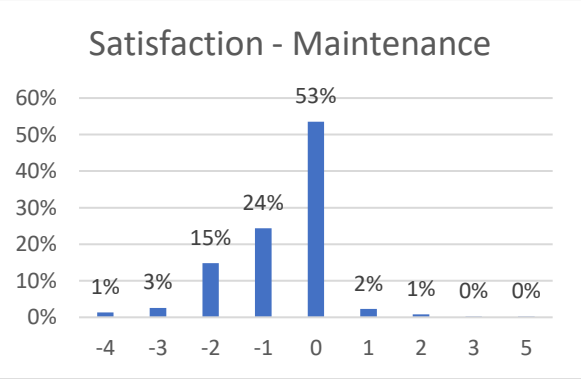
Hurricane Preparedness & Cleanup





Maintenance of Infrastructure
(Roads, sidewalks, pools etc.)





OBSERVATIONS:

Value Matrix - Average Values assigned in order of perceived value

A value of 5 means of great value; a value of 1 means of little value. Note: Those with no opinion are not included in the calculation of the below averages.

PERCEIVED VALUATION ASSIGNED TO	**AVERAGE VALUATION**
Gated Security	4.81
Security - Someone to Call	4.71
Ground Maintenance	4.69
Amenities	4.63
Hurricane Preparedness	4.62
Roving Patrol	4.49
Maintenance of Infrastructure	4.32
Tiki	4.30
Restaurant	4.20
Helping	4.16
Communications	4.13
Fellowship/Social Opportunities	3.92
Club House	3.82
Meeting Rooms	3.75
Library	3.71
Accessible Facilities	3.67
Fitness Facilities	3.64
Ability to Rent	3.57
Annual Meeting	3.43
Outreach	3.08
Volunteer Jobs	2.72
Religious Activities	2.65

Satisfaction Matrix -Average Differential Between Valuation and Satisfaction

SATISFACTION WITH	Average Differential	Times 10
Library	0.41	4.1
Religious Activities	0.40	4
Volunteer Jobs	0.33	3.3
Outreach	0.27	2.7
Accessible Facilities	0.09	0.9
Social Opportunities/Friendships	0.06	0.6
Meeting Rooms	-0.02	-0.2
Ability to Rent	-0.09	-0.9
Helping One another	-0.14	-1.4
Tiki	-0.16	-1.6
Security - Someone to Call	-0.19	-1.9
Grounds Maintenance	-0.24	-2.4
Security - Roving Patrol	-0.26	-2.6
Amenities	-0.30	-3
Annual Meeting	-0.30	-3
Restaurant	-0.31	-3.1
Security - Gated Community	-0.33	-3.3
Hurricane Preparedness	-0.33	-3.3
Administration	-0.45	-4.5
Reservation System for Amenities	-0.45	-4.5
Club House	-0.59	-5.9
Maintenance of Infrastructure (Roads, Drainage etc.)	-0.62	-6.2
Fitness Facilities	-0.72	-7.2
Communications	-0.88	-8.8
Recreational Services	-0.89	-8.9

Note:
It seemed strange that with robust reservation systems for golf and tennis that satisfaction with the "Reservation System for Amenities" listing would be so low. As such, a cross tabulation of a high usage amenity without a robust reservation system – in this case - Bocce was made against the satisfaction ratings of "Reservation System for Amenities" . In other words, what was the average satisfaction rating of the reservation system just for Bocce players. The answer was a satisfaction rating of -.904, which would be the worst in the above series. Thus, it could be concluded that the responders who reported active participation in Bocce did not find their reservation system satisfactory. A similar cross tabulation for those participating in golf resulted in an average satisfaction rating of -0.257.

SECTION 4 – Participation in Activities/Facilities

Note: The numbers below show the percentage of respondents who reported active participation in an activity or facility. Note: Activities are not mutually exclusive – meaning that a respondent can report active participation in more than one activity or in more than one location in an activity i.e. play tennis on both clay and hard courts, and also note that non-owners are not included in this report.

Golf at Ocean Village---------- 40.4%

I play: About once a week 22.3% Daily if I can 9.5% Not often 6.5%
I Use the putting green 16.9% the driving net 9.2%
I take lessons 1.6% I play in a league 12.2%

Tennis ---------- 24.0%

I play on Clay Courts 13.9% Hard Courts 15.6% Courts with Lights 8.6%
I participate on a tennis team 8.3% I take tennis lessons 5.8%
I play in social tennis events 10.4%
I play almost daily 9.8% I play about once a week 5.5%

Bocce ---------- 40.2%

I play about once a week 20.9% I play as often as I can 14.8%, I play in a league 11.3%

Swimming & Pool usage—77.4%

I frequently swim laps 19.1% I frequently do water Aerobics 13.1%
I frequently use the hot tub 26.0% I like to lounge in the sun by the pool 51.9%
I like to lounge in the shade by the pool 41.1%
I enjoy live poolside entertainment 36.4%
I like background music at the pool 30.4% I prefer to use the main pool 43.3%
I prefer the Cayman Pool 9.6% the Aruba Pool 12.8% our Condo Pool 12.2%
I would like swimming lessons 2.5%

Bridge & Card Games------ 15.4%

I play as part of a regular card group 10.5% I play at least weekly 12.8%
I prefer to play in the "Card Room" 5.5% in Aruba 4.9%
In the Cayman Center 1.9% in a Condo Bldg. 1.5%

Fitness Center Activities ---------- 54.6%

I use the weight machines 38.0% Free Weights 28.5% Treadmills 28.5% Bicycles 23.4%
I attend Yoga classes 5.8% Pilates 4.2% I use a personal trainer 1.8%
I often run or walk around Ocean Village 38.7% I often use the Sauna 8.5%
I prefer to use the "gym" in the early morning 16.3% late morning 14.4%
In the afternoons 8.5% or evenings 3.9%

Volunteer Work ---------- 26.1%

I Serve on an Ocean Village Board or Committee 11.6%
I donate time and talent to local community volunteer activities 12.3%
I participate in "Beach clean-ups" 10.4%

Religious Activities ---------- 9.3%

I participate in Sunday worship services at OV 7.3% and sing in the choir 1.6%
I participate in Bible Studies 2.1% and other religious activities 1.6%

Community Organized/sponsored trips/activities ---- 17.8%

I enjoy casino trips 7.1% sports trips (baseball, tennis etc.) 9.1%
Theater Trips 11.7% Shopping Trips 4.7% Fishing Trips 3.7%

Shuffle Board ---------- 23.6%

Table Tennis ---------- 8.2%

Basket Ball Court ---------- 7.3%

Pickle Ball ---------- 24.2%

Library ---------- 44.5%

Fishing from beach--- 22.3%

Craft Classes/Activities---- 13.1%

I participate in Painting Classes 6.4% Knitting classes 2.2% Other Hobby Classes 5.6%

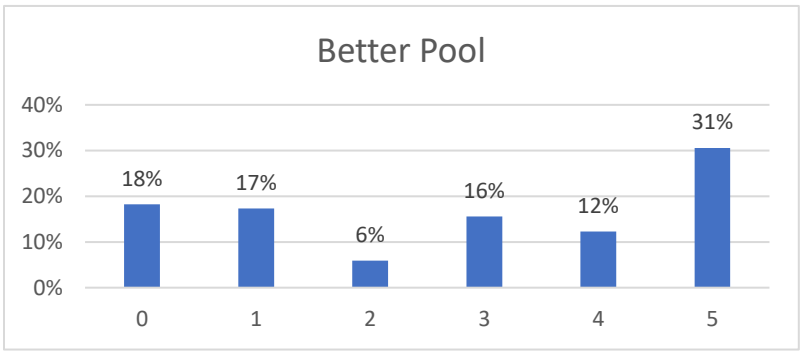
Observation: The actively used activities/facilities reported by respondents are:

Swimming & Pool:	77.4%
The Fitness Center	54.6%
The Library:	44.5%
Golf:	40.4%
Bocce	40.2%
Volunteer Work	26.1%
Pickle Ball	24.2%
Tennis	24.0%
Shuffle Board	23.6%
Fishing from the Beach	22.3%

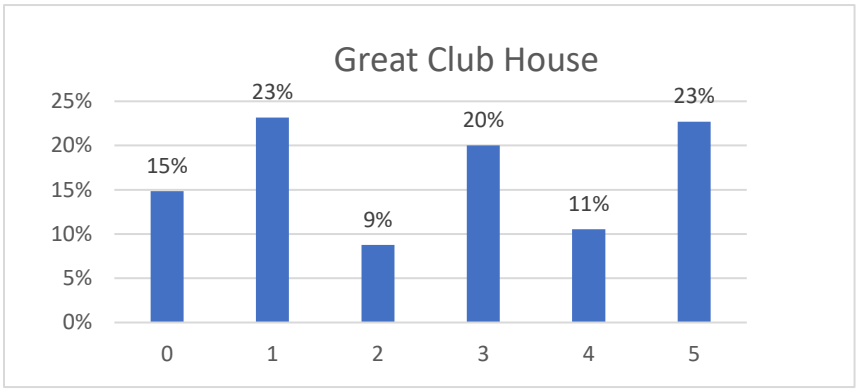
SECTION 5 – Possible Future Improvements

Below are the average values of responses reported between 1 and 5 as well as a chart showing the percentage of responses in each category – where a 0 indicates no opinion; a 1 indicates the item is of little value to respondents and a 5 indicates a most important value to respondents. Note: Those with no opinion on an item are not included in the calculation of the average for that item.

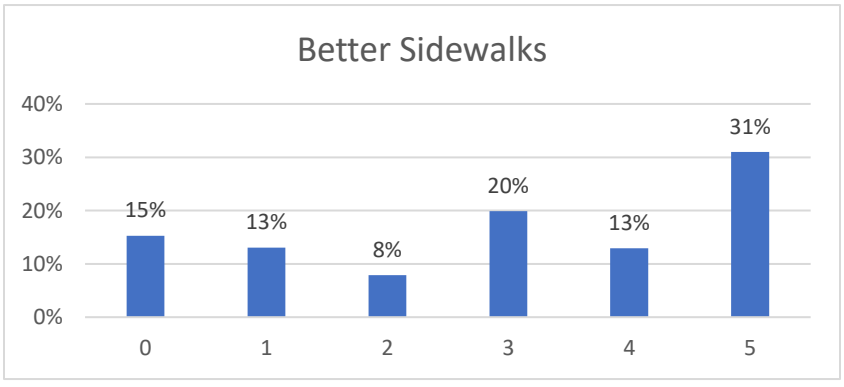
Better pool facilities – Avg. 3.4



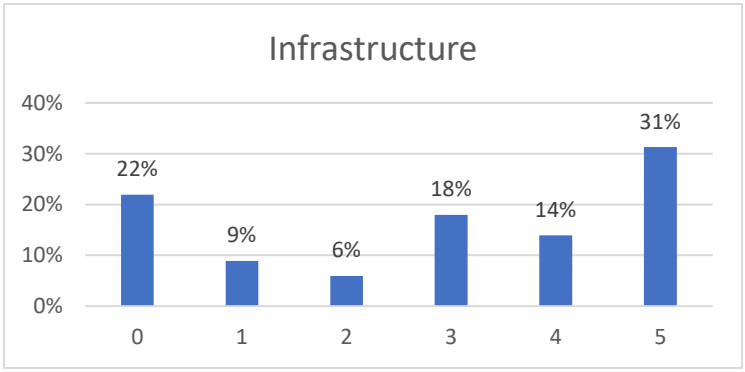
A “really great” club house – Avg. 3.01



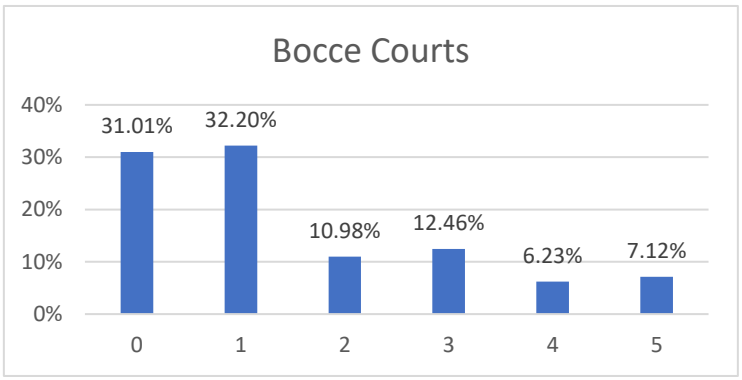
Better Sidewalks/walking paths Avg. 3.48



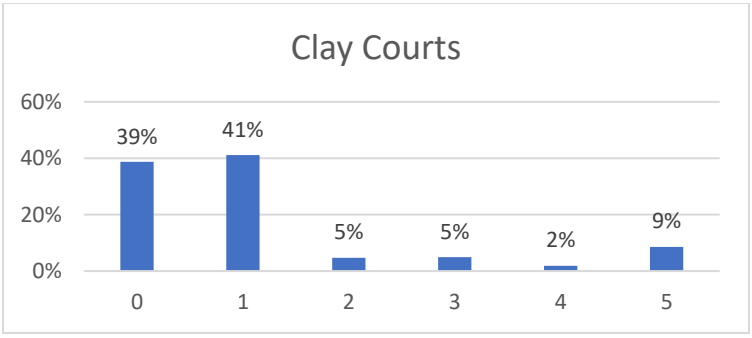
Improved Infrastructure- roads, drainage, etc. Avg. 3.68



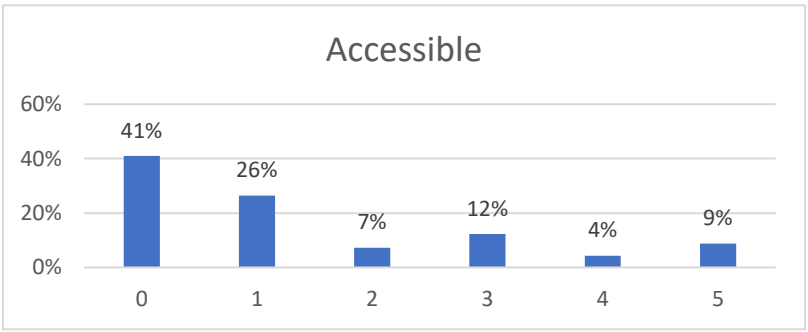
More Bocce Courts Avg. 2.20



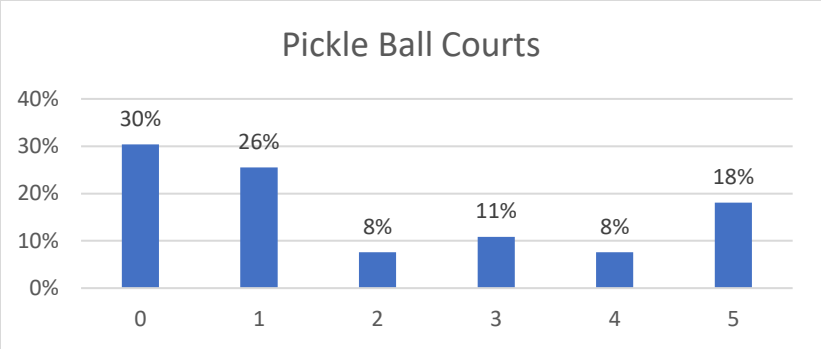
More “clay” tennis courts Avg. 1.89



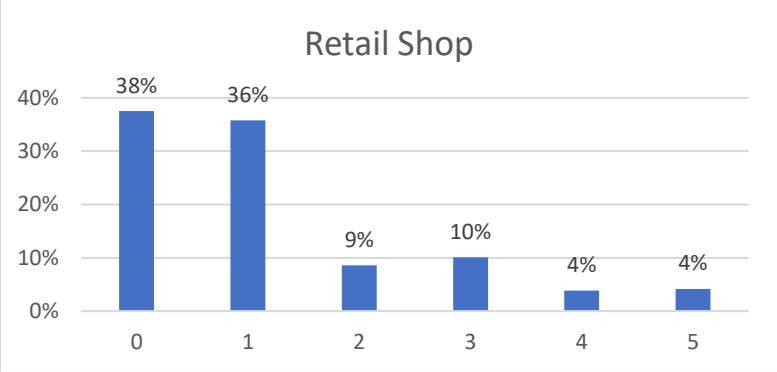
More “assessible” amenities (for handicapped) Avg. 2.35



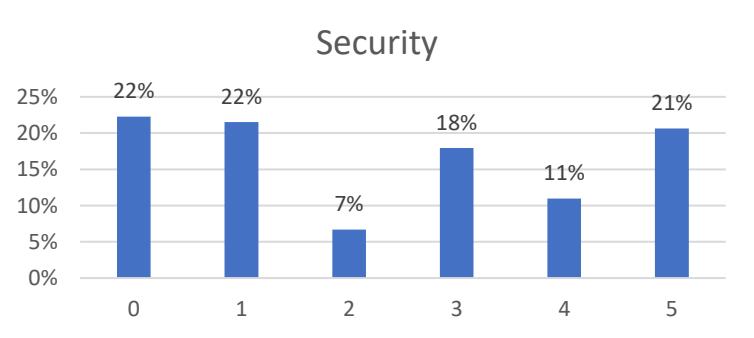
More pickle ball courts Avg. 2.78



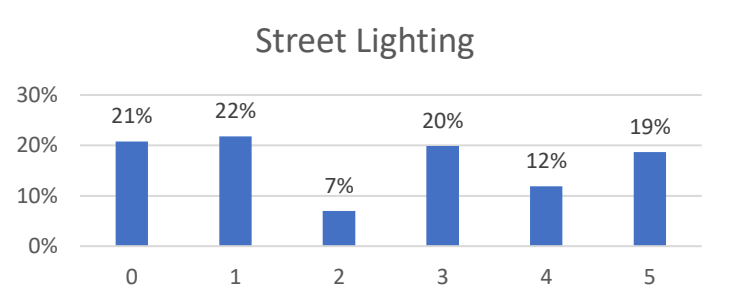
Sports apparel Retail Shop Avg. 1.91



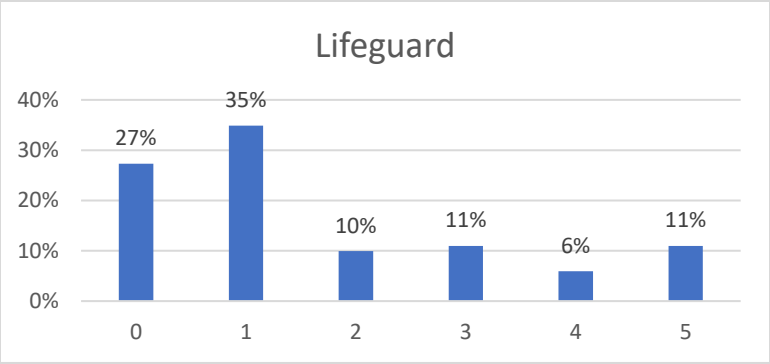
Enhanced security Avg. 3.03



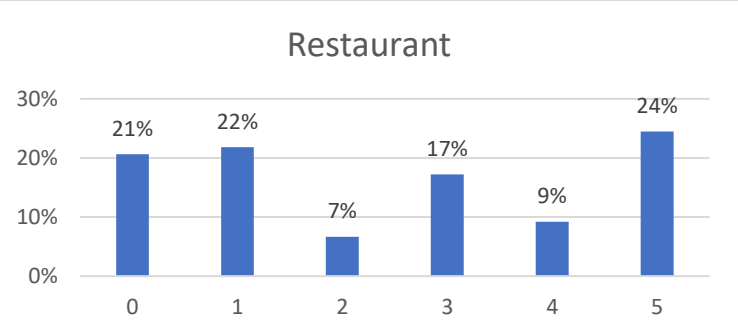
Better street lighting Avg. 2.98



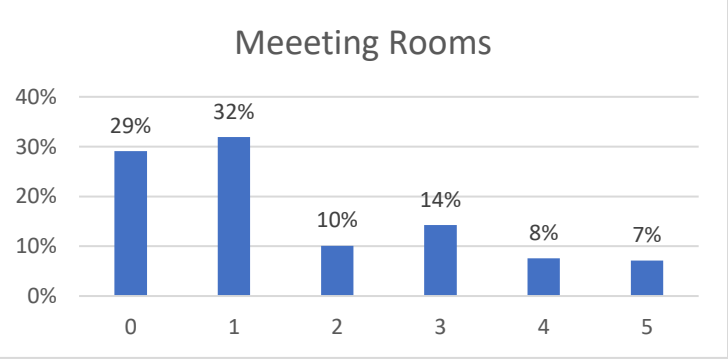
Robust lifeguard protection at pools Avg. 2.28



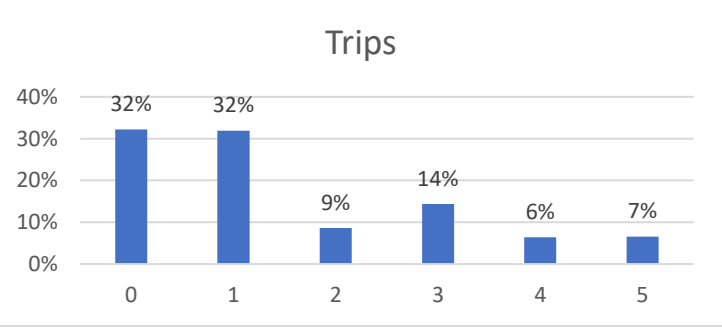
Better restaurant facilities Avg. 3.10



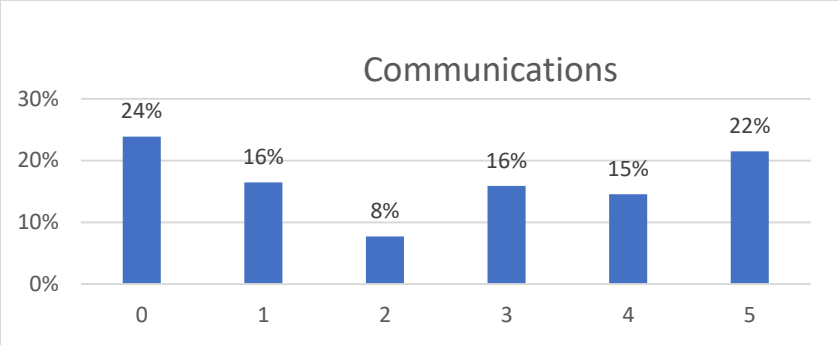
More and better meeting rooms Avg. 2.66



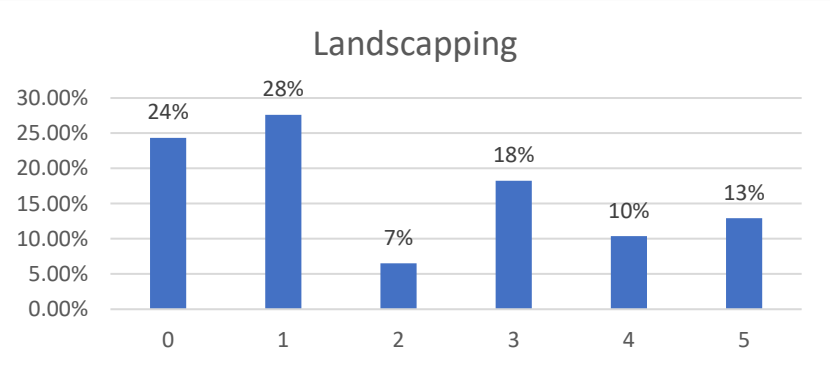
More Community Trips & Activities Avg. 2.22



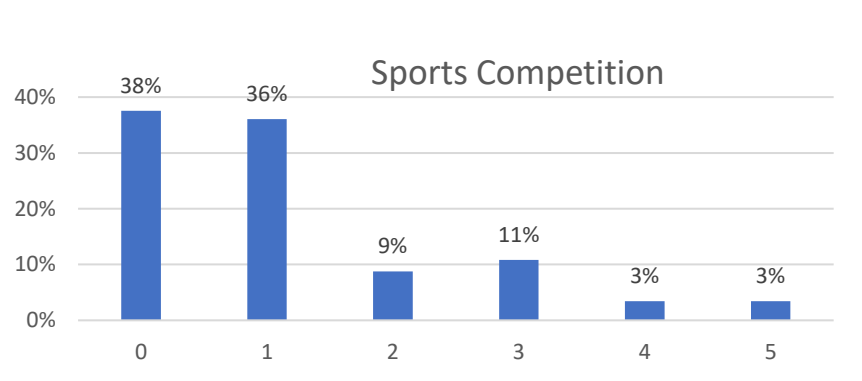
Improved Community Communications Avg. 3.22



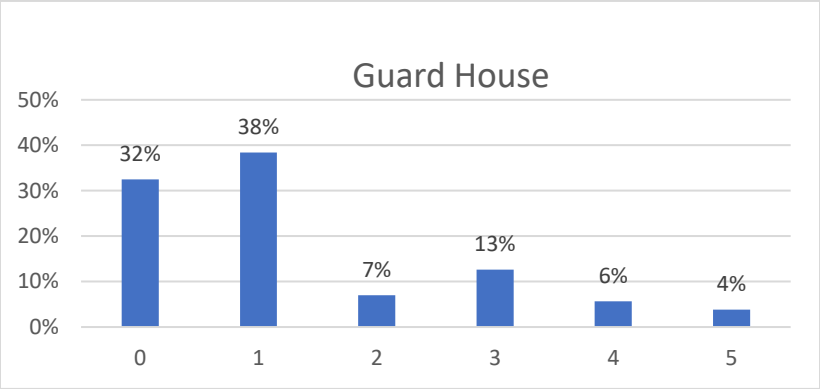
Improved landscaping Avg. 2.66



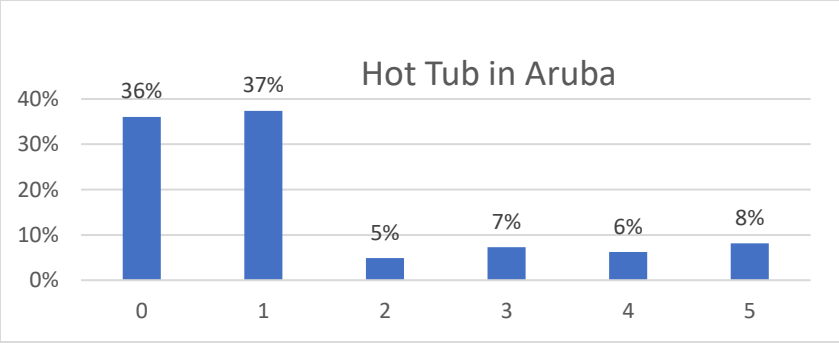
More sports competition Avg. 1.87



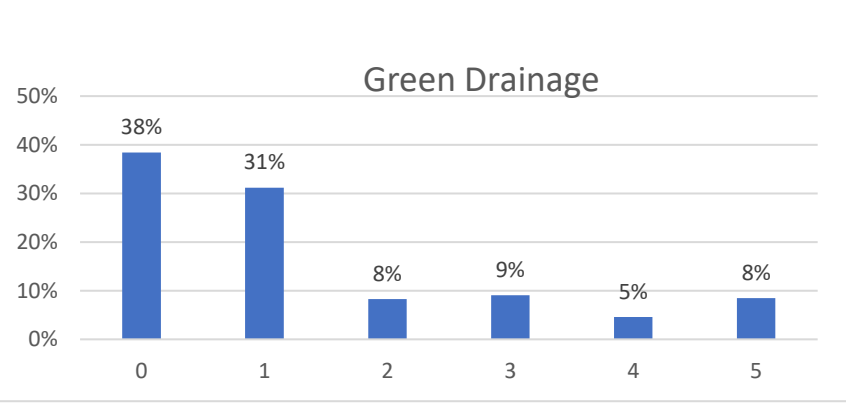
Better/more attractive Guardhouse Avg. 1.96



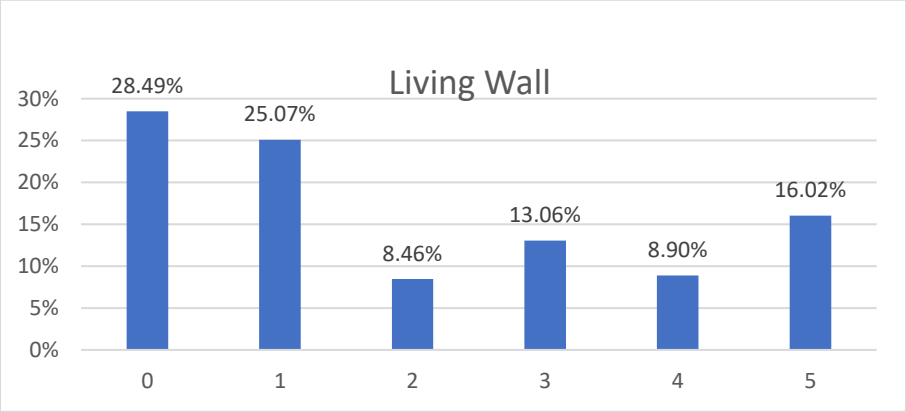
A Hot tub in Aruba Avg. 2.11



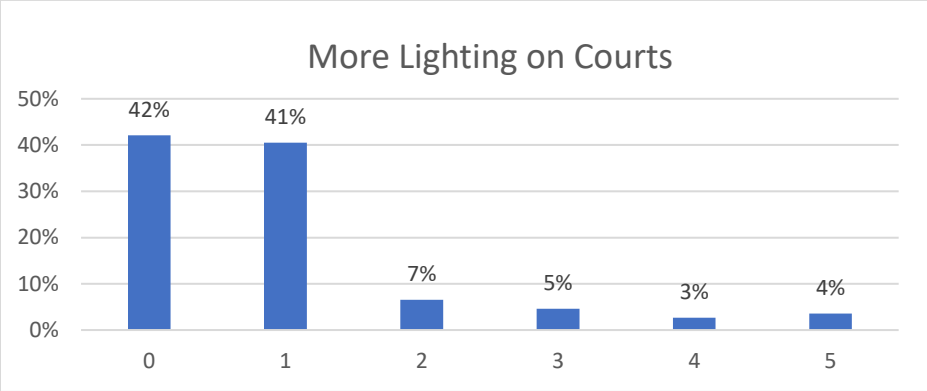
Drainage under greens Avg 2.20



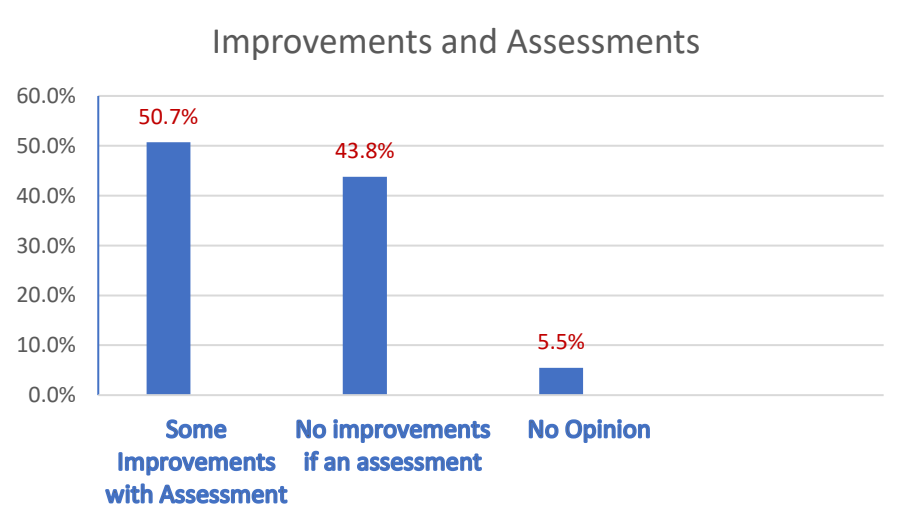
Upgrade Living Wall Avg. 2.75



Improved lighting on Selected Tennis Courts Avg. 1.66



Assessments for Improvements



Indicated Priorities of Listed Future Improvements

ITEM	Average Score
Improved Infrastructure – Roads, drainage etc.	3.68
Better Sidewalks/Walking paths	3.48
Better Pool Facilities	3.40
Improved Community Communications	3.22
Better Restaurant Facilities	3.10
Enhanced Security	3.03
A “Really Great” Club House	3.01
Better Street Lighting	2.98
More Pickle Ball Courts	2.78
Upgrade Living Wall	2.75
More and Better Meeting Rooms	2.66
Improved Landscaping	2.66
More “Accessible” Amenities	2.35
Robust Lifeguard Protection	2.28
More Community Trips & Activities	2.22
More Bocce Courts	2.20
Drainage under the Greens	2.20
A Hot Tub in Aruba	2.11
Better/more attractive Guard House	1.96
A Sports Apparel Retail Shop	1.91
More “clay” tennis courts	1.89
More Sports Competitions	1.87
Improved lighting on selected Tennis Courts	1.66

SECTION 6 – General Willingness to Fund Possible Improvements

Note: The Overall percentages shown includes all respondents. The percentages next to the item name is the percentages of respondents who rated the item as a 5 in section 5, and the percentages shown for "some assessments" below Item name only reflects the responses for those that indicated an importance of 5.

Overall:

No improvements if it means an assessment:	43.8%
Some improvements with an assessment:	50.7%
No Opinion	5.5%

By Item

Better pool facilities: 31%
Some improvements with an assessment: 62%

A "Really great" Club House: 23%
Some improvements with an assessment: 79%

Better Sidewalks/walking paths: 31%
Some improvements with an assessment: 65%

Improved Infrastructure- roads, drainage, etc.: 31%
Some improvements with an assessment: 62%

More Bocce Courts: 7.1%
Some improvements with an assessment: 65%

More "clay" tennis courts: 9%
Some improvements with an assessment: 74%

More "assessible" amenities (for handicapped): 9%
Some improvements with an assessment: 71%

More pickle ball courts: 18%
Some improvements with an assessment: 61%

Sports apparel Retail Shop: 4%
Some improvements with an assessment: 61%

Enhanced security: 21%
Some improvements with an assessment: 56%

Better street lighting: 19%
Some improvements with an assessment: 61%

Robust lifeguard protection at pools: 11%
Some improvements with an assessment: 56%

Better restaurant facilities: 24%
Some improvements with an assessment: 60%

More and better meeting rooms: 7%
Some improvements with an assessment: 89%

More Community Trips & Activities: 7%
Some improvements with an assessment: 66%

Improved Community Communications: 22%
Some improvements with an assessment: 60%

Improved landscaping: 13%
Some improvements with an assessment: 68%

More sports competition: 32%
Some improvements with an assessment: 78%

Better/more attractive Guardhouse: 4%
Some improvements with an assessment: 88%

A Hot tub in Aruba: 8%
Some improvements with an assessment: 67%

Drainage under greens: 8%
Some improvements with an assessment: 65%

Upgrade Living Wall: 16%
Some improvements with an assessment: 69%

Improved lighting on Selected Tennis Courts: 4%
Some improvements with an assessment: 92%

Some Differences
Of those reporting Active Participation
In activities and facilities
<u>In or At Ocean Village</u>

- More Men than Women participate in Golf: 56% versus 44%
- A few more Women than Men participate in Tennis: 52% versus 48%
- More Women participate in Bocce than Men: 55% versus 45%
- More Women than Men Swim Laps: 59% versus 41%
- More Women than Men participate in Water Aerobics: 84% versus 16%
- Men and Women equally use the Hot Tub
- More Women than Men seek Swimming Lessons: 88% versus 12%
- More Women than Men participate in Bridge and other Card Games: 69% versus 31%
- More Women than Men enjoy Live Entertainment at the Pool: 59% versus 41%
- More Men than Women participate on Boards/Committees: 56% versus 44%
- Men and Women equally enjoy Casino Trips
- More Men than Women enjoy “Sports” trips: 54% versus 46%
- More Women than Men enjoy “theater” trips: 73% versus 27%
- More Men than Women enjoy Fishing Trips: 60% versus 40%
- More Women than Men use the Library: 60% versus 40%
- More Women than Men play Table Tennis: 58% versus 42%
- A few more Men than Women play Pickle Ball: 52% versus 48%
- More Men than Women Fish from the Beach: 64% versus 36%
- More Women than Men Participate in Crafts: 83% versus 27%
- Men and Women equally participate in Fitness Activities
- A few more Men than Women use Weight Machines: 53% versus 47%
- A Few more Men than Women use Free Weights: 54% versus 46%
- A few more Women than Men use Treadmills: 54% versus 46%
- A few more Women than Men use the Bicycles: 55% versus 45%
- More Women than Men participate in Yoga: 85% versus 15%
- More Women than Men participate in Pilates: 93% versus 7%
- More Men than Women prefer early morning use of the Fitness Center: 62% versus 38%
- More Women than Men prefer late morning us of the Fitness Center: 59% versus 41%

Selected Differences regarding Potential Future Improvements

Improved Infrastructure
- Overall Avg Score: 3.68
  - Males 3.57
  - Females 3.77

A Really Great Club House
- Overall Avg Score: 3.01
  - Males 2.99
  - Females 3.02

Better Sidewalks
- Overall Avg Score: 3.48
  - Males 3.47
  - Females 3.50

Enhanced Security
- Overall Avg. Score: 3.03
  - Males 2.90
  - Females 3.17

Better Restaurant Facilities
- Overall Avg Score: 3.10
  - Males 3.08
  - Females 3.14

Drainage Under the Greens
- Overall Avg Score: 2.20
  - Males: 2.24
  - Females 2.18

Overall willingness for an assessment for some improvements
- Male 45.9%
- Female 54.1%

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Site Plan Amendment - Ocean Village Pickleball Amenity - 2400 S. Ocean Drive

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 3rd, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** February 28th, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/03/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$179.52	
Order No:	9896272	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0066941	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 18, 2024, hold a Public Hearings in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

Application for a Site Plan (Development and Design Review) by property owner, BGDN LLC, and representative, Leslie Olson, Principal of District Planning Group, to construct a 312-unit multi-family luxury apartments development with a Clubhouse, Barbeque and Pool area, Indoor Gym, Tot Lot, and associated site improvements at or near the SE Corner of Graham Road and S. Jenkins Road and approximately 669 feet south of Graham Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2418-333-0004-000-0, 2418-333-0003-000-3, 2418-333-0002-000-6, 2418-333-0001-000-9.

Application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

Application for a Site Plan Development & Design Review submitted by applicant Francarlos Rivera with TEG Developers to construct a 206-unit multi-family rental development at 5315 Edwards Road and 5496 Altman Road, more specifically located at Parcel Control Numbers: 2430-231-0001-000-4 & 2430-234-0001-000-3.

Application for a Conditional Use, by Property Owner One Eleven Orange, LLC, to use the main level of the property as a Family Indoor Amusement Arcade, at 111 Orange Ave, Parcel Control Number: 2410-509-0002-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
March 3 2024
LSAR0066941

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024, 03/31/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$844.80	
Order No:	9961803	# of Copies:
Customer No:	1126026	0
PO #:	24-006 07 08	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT TO
CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, will hold two PUBLIC HEARINGS on the proposed Ordinances at their meetings on Monday, April 1st, 2024, at 5:05 p.m. and on Monday, April 15th, 2024 at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

ORDINANCE 24-006 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-006) allows fences to be erected on property adjacent to railway or railroad right of way up to a maximum height of 8 feet.

ORDINANCE 24-007 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-007) removes the requirement for a landscape bond at final certification of occupancy and to require a landscape maintenance agreement at time of site plan approval and to require an annual landscape inspection.

ORDINANCE 24-008 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-313. – MAJOR AND MINOR SITE PLAN APPLICATION, TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance (24-008) increases the thresholds for requiring a major site plan application for residential projects from 20 dwelling units to 50 dwelling units and for non-residential or mixed-use development from 4,000 square feet in area to 10,000 square feet in area.

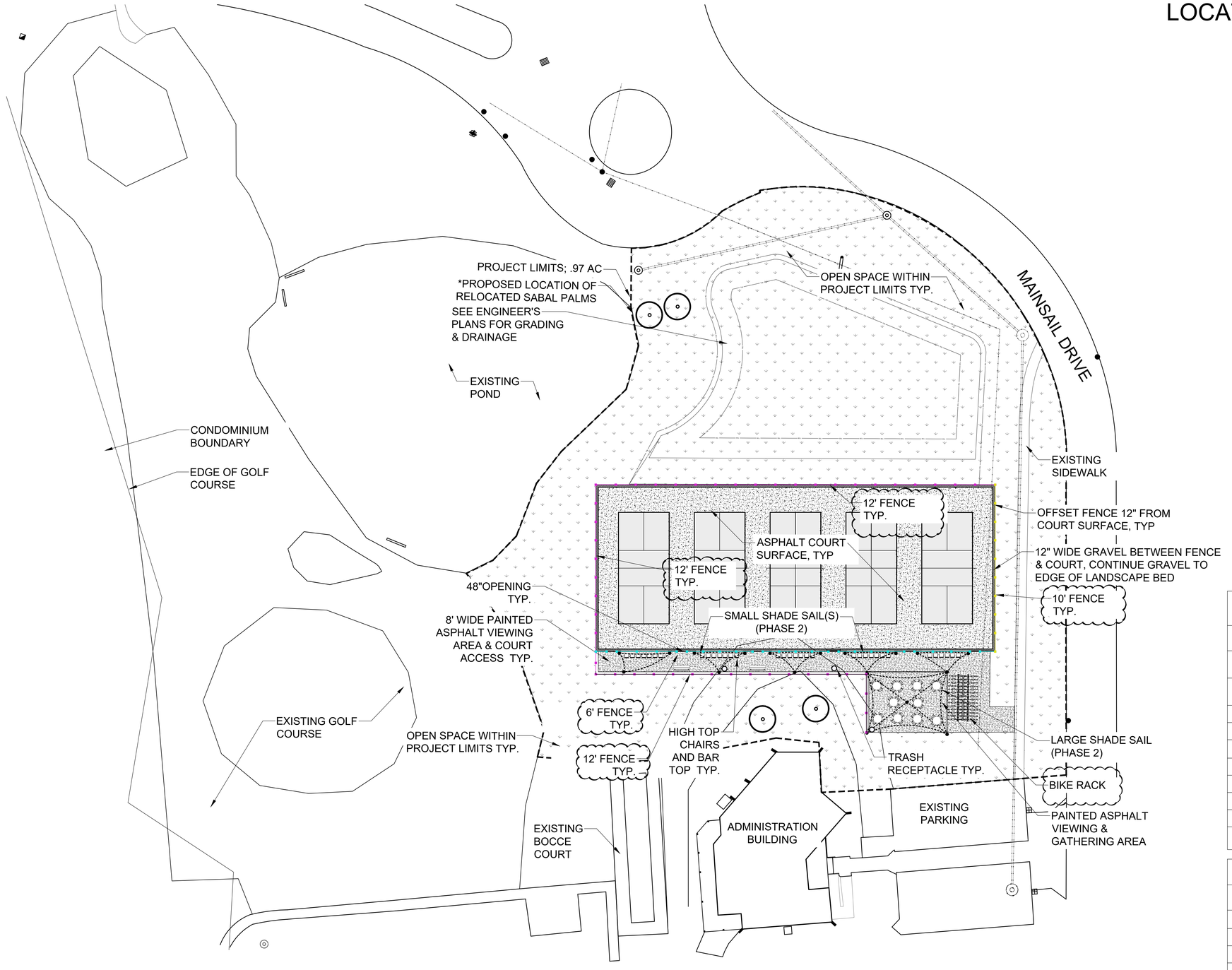
All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

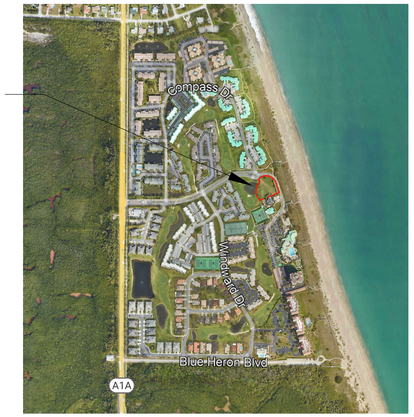
In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox,
City Clerk
Publish: 03.17.2024 and 03.31.2024

TR-38976058



PROJECT LOCATION



SITE MAP

NTS

LEGAL DESCRIPTION

PORTION OF 7 35 41 GOVT LOT 3–LESS THAT PART ASSD IN SURFSIDE–UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FT AS IN OR 237–127 AND LESS THAT PART ASSD IN CATAMARAN I–A AND GOVT LOT 4– LESS A1A R/W AND GOVT LOT 5 – LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOT 4 ASSD IN CAPSTAN II AND LESS THAT PART GOVT LOT 4 ASSD IN BEACH CLUBHOUSE– SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART OF LOTS 4 THAT PART OF LOTS 5 ASSD IN OCEAN VILLAS IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOT 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE I AND LESS OCEAN HOUSE AS IN OR 692–2016 AND LESS AS IN OR 692–2016 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANSIDE1 AT SOUTHPOINTE AS IN OR 1668–205 AND LESS THAT PART GOVT LOT 4 MPOAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.07 FT TO E R/W LI OF A1A,TH N 00 00 00 W ALG E R/W LI 390.05 FT TO POB,TH N 00 00 00 W ALG E R/W LI 294.83 FT,TH N 89 47 05 E 170.02 FT,TH N 13 51 52 E 89.55 FT TO CURVE CONC NCA OF 23 FT,TH NELY ALG ARC 100.79 FT TO CURVE CONC NWLY OF 51 FT,TH NELY ALG ARC 61.39 FT TO CURVE CONC WLY OF 22 FT,TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD,TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC NJR OF 724.04 FT,TH ELY ALG ARC AND S R/W LI 10.42 FT,TH S 15 52 03 W 529.09 FT,TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1855–808, 815)

PROJECT DESCRIPTION: OCEAN VILLAGE POA PLANS TO ADD A PICKLEBALL FACILITY TO AN EXISTING AMENITY TRACT, THE WORK WILL CONSIST OF FIVE (5) PICKLEBALL COURTS, FENCING, ACOUSTICAL BLOCKING MATERIAL, LANDSCAPING, SEATING AREAS, BIKE RACKS, AND SHADE SAILS. ACOUSTICAL STUDIES HAVE BEEN PERFORMED IN MULTIPLE LOCATIONS WITHIN THE DEVELOPMENT IN AN EFFORT TO MINIMIZE NOISE IMPACTS TO NON-PLAYING RESIDENTS. THIS SITE HAS BEEN FOUND TO BE THE LEAST IMPACTFUL, AND WILL BE DESIGNED TO BE IN COMPLIANCE WITH ALL CITY OF FORT PIERCE NOISE ORDINANCE REQUIREMENTS. PROPOSED CONSTRUCTION WILL BE TAKING PLACE IN PART, EASTWARD OF THE COASTAL CONSTRUCTION CONTROL LINE.

WATER/SEWER: N/A

DRAINAGE: SEE DETAIL GRADING & DRAINAGE PLANS BY CIVIL ENGINEER

TRAFFIC : N/A

SOLID WASTE: THREE (3) TRASH RECEPTACLES WILL BE PROVIDED IN THE VIEWING AREA

SITE DATA	
OWNER:	Ocean Village POA
OWNER ADDRESS:	2400 Ocean Drive City of Fort Pierce, Florida 34949
SITE ADDRESS	2400 Ocean Drive City of Fort Pierce, Florida 34949
PARCEL ID:	PARCEL 1 2507–321–0001–000–5
JURISDICTION:	CITY OF FORT PIERCE
SEC/TOWN/RANGE:	7/35S/41E
PANEL NO.:	0813
FLOOD ZONE:	AE
ZONING:	R4–A
FUTURE LANDUSE:	HIR
LOT SIZE:	42,290 SF; .97 AC.

SITE AREA			
AREAS	S.F.	ACERS	PERCENTAGE
TOTAL SITE AREA	42,076 S.F.	.97 AC	100%
IMPERVIOUS AREAS			
PROPOSED ASPHALT COURT AREA	9,990 S.F.	0.23 A.C.	24.00%
PROPOSED PAVER VIEWING AREA	2,485 S.F.	0.06 A.C.	6.00%
PROPOSE PAVER WALKS	192 S.F.	0.004 A.C.	0.50%
EXISTING CONCRETE WALK	676 S.F.	0.015 A.C.	2.00%
TOTAL IMPERVIOUS AREA	13,343 S.F.	0.31 A.C.	32.00%
PERVIOUS AREAS			
LANDSCAPE AREA	28,733 S.F.	0.65 A.C.	68.00%
TOTAL PERVIOUS AREA	28,733 S.F.	0.65 A.C.	68.00%

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Site Plan

Revisions

Date	Init.	Description
11.14.23	PG	Site Plan
01.23.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

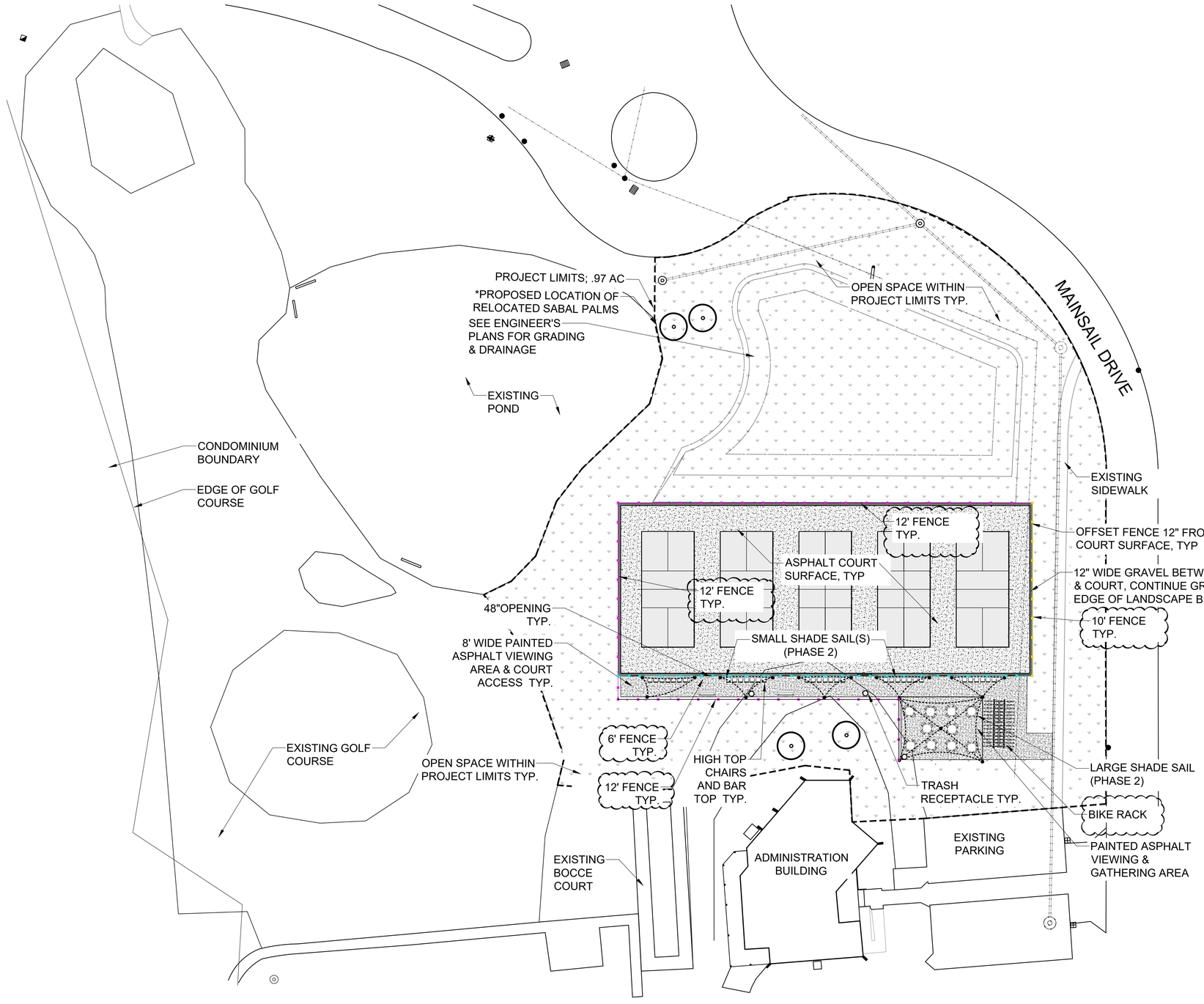
Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

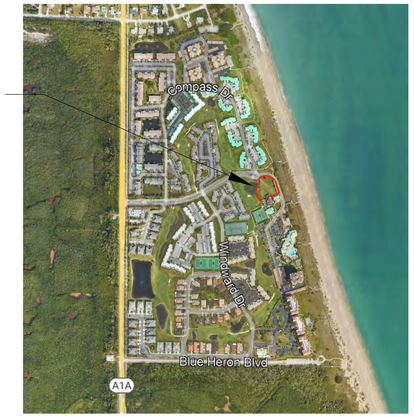
SCALE: 1" = 20'

0 10' 20' 40'

SP-1



PROJECT LOCATION



SITE MAP

NTS

LEGAL DESCRIPTION

PORTION OF 7 35 41 GOVT LOT 3–LESS THAT PART ASSD IN SURFSIDE–UNIT 2 AND LESS A1A R/W AND LESS TO CITY OF FT AS IN OR 237–127 AND LESS THAT PART ASSD IN CATAMARAN I–A AND GOVT LOT 4– LESS A1A R/W AND GOVT LOT 5 – LESS THAT PART GOVT LOTS 3, 4 AND 5 ASSD IN CAPSTAN I AND LESS THAT PART GOVT LOT 4 ASSD IN CAPSTAN II AND LESS THAT PART GOVT LOT 4 ASSD IN BEACH CLUBHOUSE– SITE AND LESS THAT PART GOVT LOT 4 ASSD IN OCEAN VILLAS I AND LESS THAT PART OF LOTS 4 AND 5 ASSD IN OCEAN VILLAS IN BEACHTREE I AND LESS THAT PART GOVT LOT 4 AND LESS THAT PART OF GOVT LOT 5 ASSD IN BEACHTREE I CLUSTER AND LESS THAT PART GOVT LOTS 3 AND 4 ASSD IN GOLF VILLAS AND ASSD IN BEACHTREE II AND LESS THAT PART GOVT LOT 3 ASSD IN SEASCAPE I AND LESS THAT PART GOVT LOT 4 ASSD IN CATAMARAN II AND LESS THAT PART OF GOVT LOT 5 ASSD IN SEASCAPE II AND LESS OCEAN HOUSE AS IN OR 692–2016 AND LESS AS IN OR 692–2016 AND LESS THAT PART OF GOVT LOT 1 ASSD IN OCEANSIDE1 AT SOUTHPOINTE AS IN OR 1668–205 AND LESS THAT PART GOVT LOT 4 MPOAF:FROM SW COR OF SEC RUN S 89 17 30 E ALG S LI OF SEC 70.07 FT TO E R/W LI OF A1A;TH N 00 00 00 W ALG E R/W LI 390.05 FT TO POB;TH N 00 00 00 W ALG E R/W LI 294.83 FT;TH N 89 47 05 E 170.02 FT;TH N 13 51 52 E 89.55 FT TO CURVE CONC NCA OF 23 FT;TH NELY ALG ARC 100.79 FT TO CURVE CONC NWLY OF 51 FT;TH NELY ALG ARC 61.39 FT TO CURVE CONC WLY OF 22 FT;TH NWLY ALG ARC 31.50 FT TO S R/W LI OF CLIPPER BLVD;TH N 90 00 00 E ALG S R/W LI 49.71 FT TO CURVE CONC NJR OF 724.04 FT;TH ELY ALG ARC AND S R/W LI 10.42 FT;TH S 15 52 03 W 529.09 FT;TH N 83 58 20 W 253.63 FT TO POB (40.02 AC) (OR 1855–808, 815)

PROJECT DESCRIPTION: OCEAN VILLAGE POA PLANS TO ADD A PICKLEBALL FACILITY TO AN EXISTING AMENITY TRACT, THE WORK WILL CONSIST OF FIVE (5) PICKLEBALL COURTS, FENCING, ACOUSTICAL BLOCKING MATERIAL, LANDSCAPING, SEATING AREAS, BIKE RACKS, AND SHADE SAILS. ACOUSTICAL STUDIES HAVE BEEN PERFORMED IN MULTIPLE LOCATIONS WITHIN THE DEVELOPMENT IN AN EFFORT TO MINIMIZE NOISE IMPACTS TO NON-PLAYING RESIDENTS. THIS SITE HAS BEEN FOUND TO BE THE LEAST IMPACTFUL, AND WILL BE DESIGNED TO BE IN COMPLIANCE WITH ALL CITY OF FORT PIERCE NOISE ORDINANCE REQUIREMENTS. PROPOSED CONSTRUCTION WILL BE TAKING PLACE IN PART, EASTWARD OF THE COASTAL CONSTRUCTION CONTROL LINE.

WATER/SEWER: N/A

DRAINAGE: SEE DETAIL GRADING & DRAINAGE PLANS BY CIVIL ENGINEER

TRAFFIC : N/A

SOLID WASTE: THREE (3) TRASH RECEPTACLES WILL BE PROVIDED IN THE VIEWING AREA

SITE DATA	
OWNER:	Ocean Village POA
OWNER ADDRESS:	2400 Ocean Drive City of Fort Pierce, Florida 34949
SITE ADDRESS	2400 Ocean Drive City of Fort Pierce, Florida 34949
PARCEL ID:	PARCEL 1 2507–321–0001–000–5
JURISDICTION:	CITY OF FORT PIERCE
SEC/TOWN/RANGE:	7/35S/41E
PANEL NO.:	0813
FLOOD ZONE:	AE
ZONING:	R4–A
FUTURE LANDUSE:	HIR
LOT SIZE:	42,290 SF; .97 AC.

SITE AREA			
AREAS	S.F.	ACERS	PERCENTAGE
TOTAL SITE AREA	42,076 S.F.	.97 AC	100%
IMPERVIOUS AREAS			
PROPOSED ASPHALT COURT AREA	9,990 S.F.	0.23 A.C.	24.00%
PROPOSED PAVER VIEWING AREA	2,485 S.F.	0.06 A.C.	6.00%
PROPOSE PAVER WALKS	192 S.F.	0.004 A.C.	0.50%
EXISTING CONCRETE WALK	676 S.F.	0.015 A.C.	2.00%
TOTAL IMPERVIOUS AREA	13,343 S.F.	0.31 A.C.	32.00%
PERVIOUS AREAS			
LANDSCAPE AREA	28,733 S.F.	0.65 A.C.	68.00%
TOTAL PERVIOUS AREA	28,733 S.F.	0.65 A.C.	68.00%

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Site Plan

Revisions		
Date	Init.	Description
11.14.23	PG	Site Plan
01.23.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

SP-1

DRAWING INDEX:

LA-1: LANDSCAPE PLAN & PLANT SCHEDULE

LA-2: EXISTING TREE INVENTORY & DISPOSITION PLAN

LA-3: LANDSCAPE DETAILS & SPECIFICATIONS

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of (2.5) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Floratam sod, or approved Paspalum equal.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with an automated irrigation system with rain sensor to provide 100% coverage through the establishment period, not less than 1-year.

811 Know what's below. Call before you dig.

Plant Schedule:

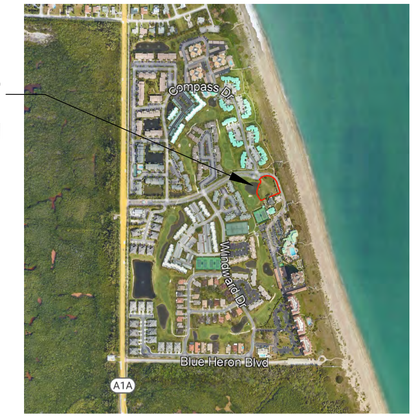
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
*EXISTING TREES TO REMAIN									
	LCE	7	Livistona chinensis	Chinese Fan Palm	Existing to Remain	8`OA			Non-native
	SSE	12	Sabal palmetto	Cabbage Palmetto	Existing to Remain	15`-22` OA, MIX HTS			Native
	WBE	3	Wodyetia bifurcata	Foxtail Palm	Existing to Remain	16`OA			Non-native
SHRUBS									
	COE	84	Conocarpus erectus	Green Buttonwood	25G	6`HT	4`W	F	Native
	MCG	9	Muhlenbergia capillaris	Pink Muhly	3G	24" HT	12"W	F	
EXISTING SHRUBS TO REMAIN									
	FGE	50	Ficus microcarpa 'Green Island'	Green Island Ficus	Existing to Remain	4` OA			Non-native

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
**SOD										
	SOD	TBD	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Sod	SOD			Free of Weeds and Pests		

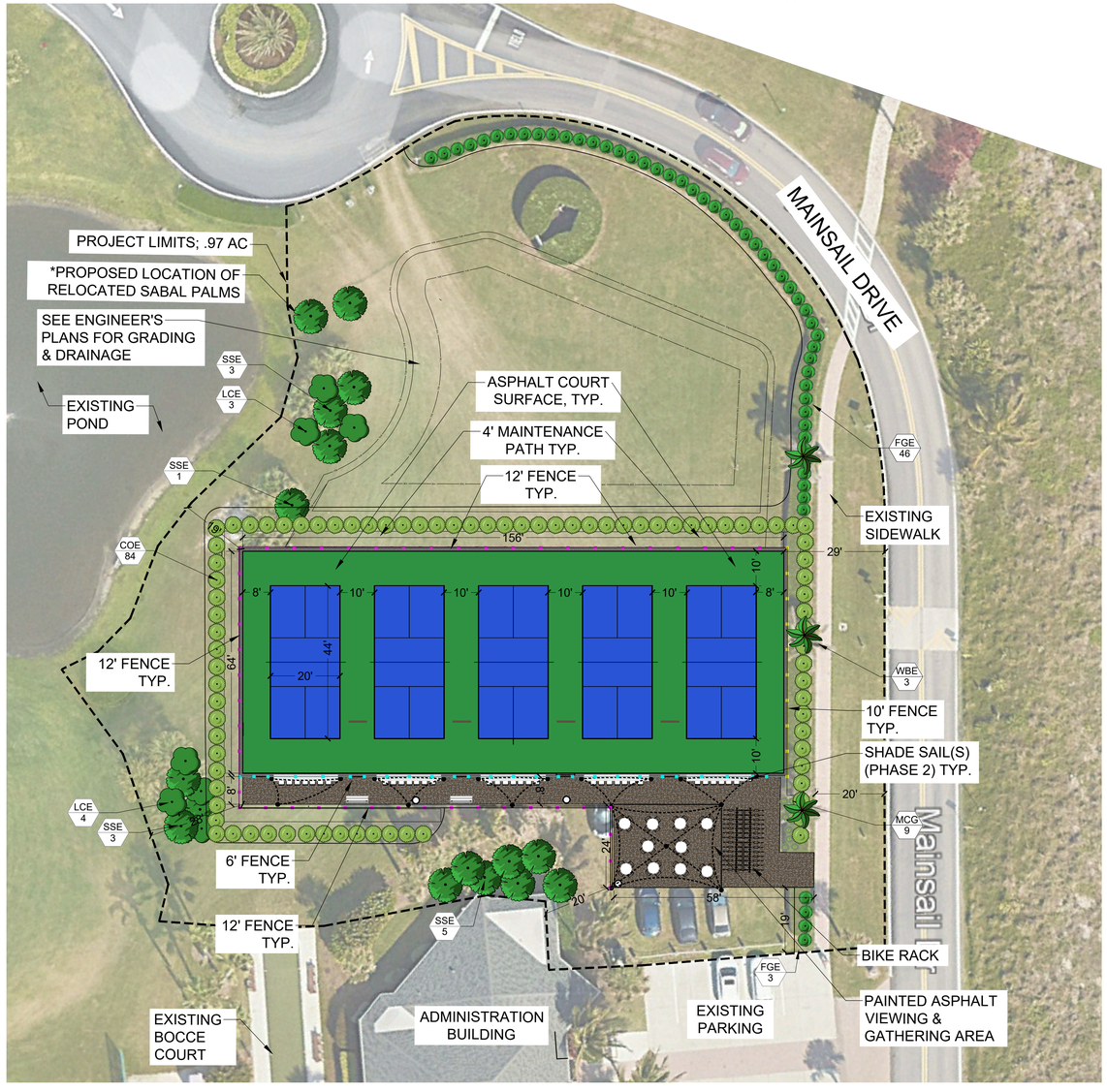
*SEE TREE PROTECTION DETAIL ON SHEET LA-2 FOR ALL TREES TO REMAIN; NO TREES ARE TO BE REMOVED FROM THE PROJECT SCOPE LIMITS.

**MAY BE SUBSTITUTED WITH PASPALUM SPECIES.

PROJECT LOCATION



SITE MAP
NTS



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Landscape Plan

Revisions

Date	Init.	Description
11.14.23	PG	Landscape Plan
1.06.24	PG	Revised Per Comments (Addition of (Tree Disposition Plan)
01.23.24	PG	Per Client Comments
02.02.24	PG	Per Client Comments
02.14.24	PG	Per Client Comments
02.22.24	PG	Per Client Comments

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

LA-1

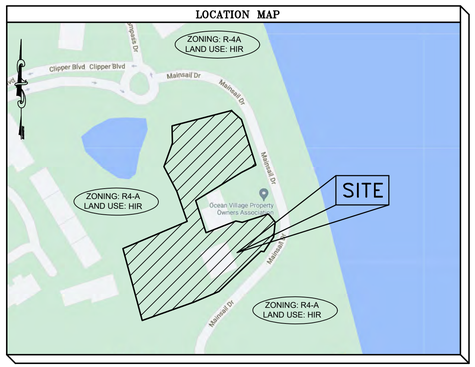
DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

CONDITIONAL USE SITE PLAN
FOR
OCEAN VILLAGE CLUBHOUSE
SECTION 07, TOWNSHIP 35 S, RANGE 41 E
CITY OF FT. PIERCE, FLORIDA

LEGAL DESCRIPTION

NOT AVAILABLE - SURVEY IS LIMITS OF CONSTRUCTION SURVEY

LOCATION MAP



DRAWING INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS AND POLLUTION PREVENTION
3	POLLUTION PREVENTION DETAILS
4A-4B	SOIL BORINGS
5	SITE PLAN
6	PAVING, GRADING AND DRAINAGE PLAN
7	CROSS SECTIONS
8-11	MISCELLANEOUS DETAILS
12	AERIAL
ATTACHED	SURVEY LANDSCAPE PLAN LIGHTING PLAN ARCHITECTURAL PLAN

SITE DATA

OWNER/DEVELOPER	OCEAN VILLAGE POA, INC. 2400 SOUTH OCEAN DRIVE FT. PIERCE, FL 34949
ENGINEER	SCHULKE, BITTLE & STODDARD, L.L.C. JODAH B. BITTLE, P.E. 57396 1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FL. 32960 (772) 770-9622
SURVEYOR:	MERIDIAN LAND SURVEYORS 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 PHONE (772) 794-1213
EXISTING USE	CLUBHOUSE WITH RACQUET COURTS
PROPOSED USE	CLUBHOUSE WITH RACQUET COURTS
PROJECT LOCATION	WEST SIDE OF MAINSAIL DRIVE AND SOUTH OF CLIPPER BOULEVARD
SITE ADDRESS	SURFSIDE DRIVE, FT. PIERCE, FL
PARCEL I.D. NUMBER	2507-321-0001-000-5
CURRENT LAND USE	HIR (HUTCHINSON ISLAND RESIDENTIAL)
CURRENT ZONING	R-4A (HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING	R-4A (HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL)
PHASING PLAN	~~PHASE 1: NEW CLUBHOUSE, ADDITION TO EXISTING TENNIS CONSTRUCT TWO (2) NEW COURTS, SIDEWALKS AND COURT, SIDEWALKS AND ADDITIONAL PARKING AREA~~ ~~PHASE 2: PROPOSED TWO ADDITIONAL TENNIS COURTS AND SIDEWALK CONNECTION FROM CLUBHOUSE TO TENNIS COURTS~~

DEVELOPMENT PARAMETERS :	EXISTING R-4A ZONING	PROPOSED DEVELOPMENT
MIN. LOT AREA	5,000 SF PER UNIT	40.02 ACRES
MIN. OVERALL LOT WIDTH	75'	>75'
MIN. INTERIOR LOT DEPTH	70'	>70'
MIN. YARD SETBACKS:		
FRONT (WEST)	25'	N/A
SIDE (NORTH)	10'	N/A
SIDE (SOUTH)	10'	N/A
REAR (WEST)	20'	N/A
MAX. LOT COVERAGE BY BLDGS	40%	8.5% 10.9%
MIN. OPEN SPACE	25%	~~41%~~ 41.4%
MAX. IMPERVIOUS AREA	75%	~~59%~~ 58.6%
MAXIMUM DENSITY	8 UNITS/ACRE	N/A
MAX. BLDG. HEIGHT	45'	20'

AREA CALCULATIONS:

SITE AREAS:	EXISTING			PROPOSED (BASED ON LIMITS OF CONSTRUCTION)				
DEVELOPABLE AREA:	1,743,271 SF	40.02 AC		1,743,271 SF	40.02 AC	40.02 AC		
LIMITS OF CONSTRUCTION:	75,542 SF	1.73 AC		75,542 SF	1.73 AC	1.73 AC	100.0%	100.0%
IMPERVIOUS AREA:	26,455 SF	0.60 AC		~~44,583 SF~~	44,288 SF	~~1.02 AC~~ 1.02 AC	~~59.0%~~	58.6%
EXIST. BUILDING AREA:	2,370 SF	0.05 AC		0 SF	0.00 AC	0.00 AC	0.0%	0.0%
EXIST. PAVING, CONC.:	24,085 SF	0.55 AC		~~9,567 SF~~	3,513 SF	~~0.22 AC~~ 0.08 AC	~~12.7%~~	4.7%
PROP. BUILDING AREA::	0 SF	0.00 AC		~~6,426 SF~~	8,250 SF	~~0.15 AC~~ 0.19 AC	~~8.5%~~	10.9%
PROP. PAVING, CONC.:	0 SF	0.00 AC		~~28,590 SF~~	32,525 SF	~~0.65 AC~~ 0.75 AC	~~37.8%~~	43.1%
PERVIOUS AREA:	49,087 SF	1.13 AC		~~30,959 SF~~	31,254 SF	~~0.71 AC~~ 0.72 AC	~~41.0%~~	41.4%
GREEN SPACE:	49,087 SF	1.13 AC		~~30,959 SF~~	31,254 SF	~~0.71 AC~~ 0.72 AC	~~41.0%~~	41.4%

NATIVE VEGETATION/PRESERVATION:
NO NATIVE AREA. SITE IS GRASS WITH TREES AND SHRUBS

PARKING CALCULATIONS:
EXISTING: RECREATION/CLUBHOUSE: 1 SPACE PER 200 SF
EXISTING 2,370 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
2,370 SF X 1 SPACES / 200 SF = 12 SPACES
14 EXISTING PARKING SPACES TO THE SOUTH OF CLUBHOUSE

PROPOSED: RECREATION/CLUBHOUSE: 2 SPACE PER 200 SF
PROPOSED 6,426 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
6,426 SF X 1 SPACES / 200 SF = 32 SPACES

PROVIDED: 14 EXISTING PARKING SPACES
18 PROPOSED PARKING SPACES
32 TOTAL PARKING SPACES

CONSTRUCTION SCHEDULE:

PHASE	DATE OF COMMENCEMENT	DATE OF COMPLETION
1	11/21	11/22
2	1/24	1/25

GENERAL NOTES
1. PROPOSED PUBLIC WATER SUPPLY – FT. PIERCE UTILITY AUTHORITY
2. PROPOSED PUBLIC SEWER – FT. PIERCE UTILITY AUTHORITY
3. GARBAGE IS HANDLED WITH CANS STORED IN THE UNITS. NO DUMPSTER PROPOSED.
4. THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X", "VE-8" AND "AE-4" ,PER FLOOD INSURANCE RATE MAP #12111C0194 K, DATED FEBRUARY 19, 2020.
5. ALL CONSTRUCTION ON SITE TO BE DONE PER ALL CITY OF FT. PIERCE STANDARDS AND SPECIFICATIONS.
6. ALL UTILITY CONSTRUCTION ON SITE TO BE DONE PER F.P.U.A. UTILITY STANDARDS AND SPECIFICATIONS, LATEST EDITION.
7. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST VERSIONS OF THE M.U.T.C.D., FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, AND CITY OF FT PIERCE TYPICAL PAVEMENT MARKINGS AND SIGNING DETAILS. IN ADDITION, ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE INSTALLED IN THERMO-PLASTIC.
8. EXISTING DRIVES AND/OR INTERSECTIONS SHOWN ARE WITHIN THE 300' RADIUS REQUIRED FROM THE PROPOSED SITE.
9. THE EXISTING SPEED LIMIT FOR SEAWAY DRIVE IS 35 M.P.H.
10. ALL PROPOSED TRAFFIC CONTROL DEVICES SHOWN ON SITE TO BE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
11. THE SITE LIGHTING (SOURCE OF ILLUMINATION) CANNOT BE VISIBLE FROM THE SITE.
12. ANY NUISANCE/EXOTIC PLANTS IN THE DEVELOPED AREA WILL BE REMOVED.
13. AT INTERSECTIONS, WALLS, FENCES, PLANTS OR SIGHT OBSTRUCTIONS OF ANY KIND OVER 18" IN HEIGHT ARE PROHIBITED WITHIN THE SITE DISTANCE TRIANGLE AS REQUIRED BY FDOT INDEX 546, 2014 EDITION.
14. ANY DISTURBED AREAS ON SITE OR IN THE COUNTY RIGHT-OF-WAY TO BE SODDED.
15. RUN-OFF FROM ROOF TO BE DIRECTED TO STORMWATER SYSTEM.
16. ALL LIGHTS MUST MEET THE FOLLOWING CRITERIA:
    - ALL POLES MUST BE BLACK OR BRONZE
    - ALL LIGHTS MUST BE DIRECTED DOWNWARD, WITH A 90 DEG. CUT-OFF
    - LIGHTS MUST NOT CAUSE GLARE ONTO ADJACENT R/W OR PROPERTIES.
17. ALL STOP SIGNS (R1-1) SHALL BE 30".
18. NO DEWATERING BETWEEN 8 PM AND 6 AM WITHOUT CITY OF FT PIERCE APPROVAL.
19. AN ENTRANCE GATE IS PROPOSED FOR THIS SITE.
20. CITY OF FT. PIERCE OR FDOT MAY HAVE UNDERGROUND CONDUIT FOR TRAFFIC SIGNAL INTERCONNECTIONS IN THIS AREA AS WELL AS OTHER TRAFFIC SIGNAL EQUIPMENT. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT SUNSHINE STATE ONE CALL SYSTEM AT 1-800-432-4770 FOR LOCATIONS OF THIS EQUIPMENT AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION.
21. ALL SOLID, NON-BREAKAWAY OBJECTS (GATE POSTS/COLUMNS, BOLLARDS, STREET LIGHT POLES, ETC.) ALONGSIDE INTERIOR STREETS AND DRIVING AISLES SHALL BE LOCATED OUTSIDE THE CLEAR ZONE. FOR STREETS AND DRIVING AISLES WITH A DESIGN SPEED OF 25 MPH OR LESS, THE MINIMUM CLEAR ZONE IS 2.5 FEET FROM THE FACE OF THE CURB (TYPE "D" OR "F"), OR 6 FEET FROM THE EDGE OF THE TRAVEL LANE. THIS APPLIES TO PUBLIC AND PRIVATE PROPERTY.
22. THE BEARING BASE FOR THIS SURVEY IS N00°55'22"W, ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A. ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.
23. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. PRIMARY BENCHMARK UTILIZED IS NGS MONUMENT "B-770", EL= 3.64'. SITE BENCHMARKS ARE AS SHOWN HEREON.
24. ALL CONSTRUCTION WILL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FT. PIERCE CODE OF ORDINANCES.
25. ANY ABANDONED FLOW WELLS FOUND ON SITE SHALL BE PLUGGED PURSUANT TO D.O.H. AND SFWMD REGULATIONS.
26. ALL PAVEMENT MARKINGS IN THE RIGHT-OF-WAY SHALL BE 90 MIL, EXTRUDED TYPE, ALKYD BASE THERMOPLASTIC.
27. ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH THE FDOT STANDARD INDEX 17346, 2014 EDITION.
28. ALL STOP SIGNS SHALL BE HIGH INTENSITY RETRO-REFLECTIVITY
29. ALL UTILITIES MUST BE PLACED UNDERGROUND.
30. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
31. FIRE SPRINKLER SYSTEM IS PROPOSED FOR THIS BUILDING.
32. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.

CONSTRUCTION NOTES

1. SUBMITTALS
A. PRODUCT DATA AND SHOP DRAWINGS
1. FOR ALL SITE WORK CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT PRODUCT DATA IN THE FORM OF MANUFACTURERS' CUT SHEETS AND CATALOG DATA FOR ALL PRODUCTS, MATERIAL AND EQUIPMENT CLEARLY INDICATING THE SPECIFIC PART OR PRODUCT CATALOG NUMBER(S) FOR APPROVAL.
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PRODUCTS, MATERIALS AND EQUIPMENT REQUIRED TO BE FABRICATED, OR WHEN STANDARD PUBLISHED PRODUCT DATA IS NOT SUITABLE FOR USE.
3. SUBMIT 6 COPIES OF REQUESTED INFORMATION, NEATLY BOUND AND INDEXED PER CATEGORY FOR THE FOLLOWING:
   A. UTILITIES:
      ALL PIPE, FITTINGS, VALVES, OTHER MISCELLANEOUS APPURTENANCES, CONTROLS, PUMP STATION EQUIPMENT, COMPONENTS AND STRUCTURES, AND ALL OTHER UTILITY SYSTEM PRODUCTS, MATERIALS AND COMPONENTS AND SIMILAR CONTROLS.
   B. DRAINAGE:
      ALL PIPE, FITTINGS, AND COMPONENTS THEREOF, STRUCTURES, FRAMES, GRATES, LIDS, GASKETS,FASTENERS, COUPLINGS AND SIMILAR, AND ALL OTHER DRAINAGE SYSTEM PRODUCTS, MATERIALS, AND COMPONENTS AND SIMILAR CONTROLS.
   C. PAVING AND GRADING:
      FDOT CERTIFICATIONS AND LAB ANALYSIS/RESULTS FOR PAVEMENT, BASE, SUBGRADE, AND FILL MATERIALS. INCLUDE EVIDENCE (CERTIFICATIONS) THAT THE MATERIALS PROPOSED TO BE USED MEET OR EXCEED FDOT SPECIFICATIONS AND THE CONTRACT DOCUMENTS.
   D. SIGNING AND PAVEMENT MARKING:
      SIGN AND PAVEMENT MARKING PRODUCTS AND MATERIALS, AND EVIDENCE THAT THE PRODUCTS AND MATERIALS PROPOSED TO BE USED MEET OR EXCEED REQUIREMENTS SPECIFIED IN THE CONTRACT DOCUMENTS, LOCAL ENGINEERING DEPARTMENT, MUTCO AND FDOT SPECIFICATIONS.
   E. IRRIGATION:
      ALL PIPE, FITTINGS, VALVES, OTHER MISCELLANEOUS APPURTENANCES, CONTROLS, PUMP STATION EQUIPMENT, COMPONENTS AND STRUCTURES, AND ALL OTHER UTILITY SYSTEM PRODUCTS, MATERIALS AND COMPONENTS AND SIMILAR CONTROLS, WELLS, AND/OR OTHER IRRIGATION SOURCES. THE CONTRACTOR SHALL SUBMIT AN IRRIGATION COORDINATION DRAWING, INDICATING CONTRACTOR'S PROPOSED LOCATION OF MAIN LINES, SECONDARY LINES, HEAD LOCATIONS, WELL, PUMP, CONTROL PANEL, SENSORS, CONTROL VALVE AND VALVE LOCATIONS. THIS DRAWING SHOULD CLEARLY DEPICT ADJUSTMENTS OR CHANGES THE CONTRACTOR PROPOSES. THE DRAWINGS SHALL INDICATE ALL PROPOSED SUBSTITUTIONS OF SIZE, MATERIAL, AND/OR MANUFACTURER.
4. ALLOW TWO WEEKS FOR THE ENGINEER TO COMPLETE REVIEW OF PRODUCT DATA AND SHOP DRAWINGS. ENGINEER WILL NOT BE RESPONSIBLE FOR PROJECT DELAYS RELATED TO DELIVERY AND TRANSMISSION OF THE DOCUMENTS ONCE INFORMATION HAS LEFT ENGINEER'S OFFICE. ITEMS REQUIRING A LONG LEAD TIME SHOULD BE SUBMITTED AS SOON AS POSSIBLE.
5. THE CONTRACTOR SHALL PROVIDE A STAMP INDICATING ITS REVIEW AND APPROVAL, INITIALED OR SIGNED,CERTIFYING TO REVIEW OF SUBMITTAL, VERIFICATION OF PRODUCTS, FIELD MEASUREMENTS AND FIELD CONSTRUCTION CRITERIA, AND COORDINATION OF THE INFORMATION WITHIN THE SUBMITTAL WITH REQUIREMENTS OF THE WORK AND OF CONTRACT DOCUMENTS, INCLUDING PLANS AND SPECIFICATIONS OF OTHER DESIGN PROFESSIONALS (I.E.; ARCHITECT, MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERS).

B. TESTING
1. WATER: PRESSURE (MAIN AND TAPS), BACTERIOLOGICAL, BACKFILL DENSITIES, BACKFLOW PREVENTOR TESTS AND CERTIFICATION; AND AS PER PROJECT SPECIFICATIONS, LOCAL UTILITIES DEPARTMENT, AND FDEP REQUIREMENTS.
2. SEWER: EXFIL, TV, AND BACKFILL DENSITIES. PRESSURE TEST (MAINS AND TAPS) LIFT STATION START-UP, ALL PER PROJECT SPECIFICATIONS, COVB AND FDEP REQUIREMENTS.
3. DRAINAGE: EXFIL, LAMPING (FIELD), AND BACKFILL DENSITIES PER PROJECT SPECIFICATIONS AND LOCAL ENGINEERING REQUIREMENTS.
4. EARTHWORK & PAVING: DENSITIES, LBR'S AND F&V'S AS PER PROJECT SPECIFICATIONS AND LOCAL ENGINEERING REQUIREMENTS.
5. SUBMIT ALL TEST RESULTS FOR ENGINEERING REVIEW WITHIN 3 DAYS OF TESTING. FAILURE TO PROVIDE TEST RESULTS, OR PROVIDING FAILING TEST RESULTS WILL BE GROUNDS FOR DELAY AND/OR REJECTION OF PAY REQUEST APPLICATIONS.

C. AS-BUILTS
1. GRADING: LOCATION AND ELEVATION OF ALL: CONCRETE AND PAVEMENT (VEHICLE USE AND PEDESTRIAN USE IMPROVEMENTS) AT HI/LOW POINTS, EDGE OF PAVEMENT, AND CENTERLINE AT 50' ON CENTER AND AT CHANGE OF DIRECTION, GRADE BREAKS; PROPERTY LINES (CROSS SECTIONS 50' ON CENTER); TOP OF BANK AND T.O.E. OF SLOPE AND/OR CENTERLINE OF SWALES AND RETENTION AREAS; CROSS SECTIONS 50' ON CENTER ON STORMWATER LAKES FROM TOP TO BOTTOM; MECHANICAL PADS AND FINISHED FLOOR ELEVATIONS; DETAILED LOCATION AND TOPOGRAPHY OF DRIVEWAY TURNOUTS.
2. WATER AND SEWER FORCE MAINS: LOCATION, TOP ELEVATION AND STATE PLANE COORDINATES AT ALL FITTINGS, VALVES, CHANGES OF DIRECTION AND AT 100' ON CENTER.
3. GRAVITY SEWER:
   - SEWER STRUCTURES: DIAMETER OR SIZE, AND LOCATION AND ELEVATION OF STRUCTURES, TOP, BOTTOMS, AND SEWER INVERTS.
   - MAINS AND LATERALS: LOCATION AND INVERT ELEVATIONS AT CONNECTIONS, FITTINGS, AND TERMINATION.
   - LIFT STATIONS: HORIZONTAL LAYOUT AND LOCATION OF ALL EQUIPMENT, PANELS, VAULTS, WET WELL, VALVES; LOCATION OF CONDUIT RUNS AND WATER SERVICE/ HOSE BIBB; LOCATION AND INVERT ELEVATIONS OF GRAVITY AND FORCE MAINS TO AND FROM LIFT STATION; WET WELL DIAMETER, TOP AND BOTTOM ELEVATIONS; PUMP(S) SIZE, TYPE, DISCHARGE DIAMETER, MANUFACTURER AND MODEL #.
4. DRAINAGE: ALL STRUCTURES DIAMETER OR SIZE, LOCATION, AND ELEVATION OF TOP, BOTTOM, AND INVERT ELEVATIONS. ALL PIPES, DIAMETER, TYPE/MATERIAL; LOCATION AND INVERT ELEVATION AT CONNECTIONS, FITTINGS, AND TERMINATION POINTS.
5. IRRIGATION: ALL LINES, SYSTEM EQUIPMENT COMPONENTS, MATERIALS INCLUDING PIPES, VALVES, FITTINGS, SPRINKLER HEADS, AND MISCELLANEOUS APPURTENANCES.

D. OPERATION AND MAINTENANCE MANUALS
1. CONTRACTOR SHALL PROVIDE THE OWNER WITH OPERATION AND MAINTENANCE MANUALS FOR ALL OPERABLE EQUIPMENT (PUMP STATIONS AND CONTROLS, AUTOMATIC CONTROL VALVES, AND OTHER AUTOMATED EQUIPMENT; CONTROL PANELS, ETC.).
2. OPERATION AND MAINTENANCE MANUALS SHALL BE SUBMITTED AS A PRE-REQUISITE TO THE PROJECT BEING DEEMED SUBSTANTIALLY COMPLETE.

E. WARRANTY
THE CONTRACTOR SHALL PROVIDE ALL WARRANTIES, CERTIFICATIONS, GUARANTIES, AND WARRANTY BONDS AS SPECIFIED IN THE CONTRACT DOCUMENTS AND PERMIT CONDITIONS INCLUDING:
-UTILITY MAINTENANCE BOND - FOR ALL PUBLIC WATER AND SEWER UTILITIES INFRASTRUCTURE - (25% OF CONTRACT VALUE)
-ENGINEERING MAINTENANCE BOND - FOR ALL PAVING, GRADING, AND DRAINAGE IMPROVEMENTS AND INFRASTRUCTURE (25% OF CONTRACT VALUE)

F. OWNER TRAINING
THE CONTRACTOR SHALL INCLUDE 2 HOURS OF OWNER TRAINING (FOR EACH WATER, SEWER,DRAINAGE, AND IRRIGATION SYSTEMS) FOR ALL OPERABLE EQUIPMENT AND SHALL INCLUDE THE TIME FOR INITIAL ADJUSTMENTS OF EQUIPMENT AND TIME FOR ONE FOLLOW-UP VISIT AND ADJUSTMENTS OF EQUIPMENT 60 DAYS AFTER END USER HAD OPERATIONAL TIME WITH THE EQUIPMENT.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22
3	REVISED PER NEW CLUBHOUSE	01/10/23

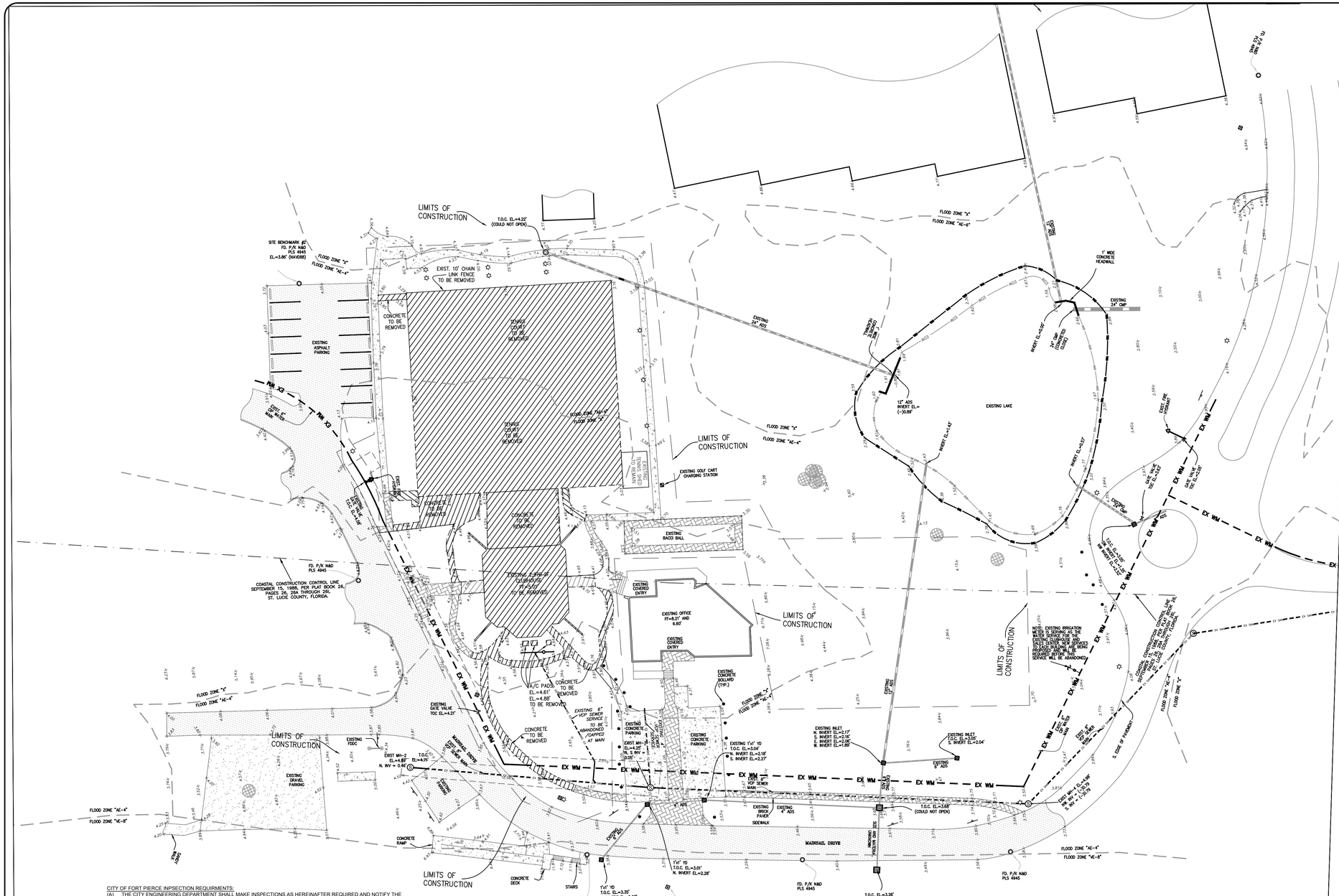
ENGINEER CERTIFICATION

JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

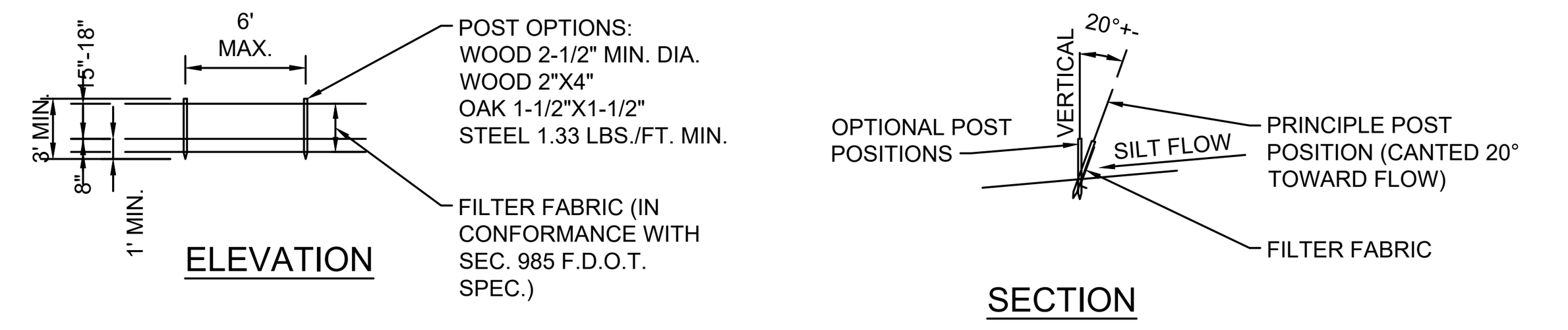
Digitally signed by: Jodah Bittle
JODAH B. BITTLE FL REG. NO. 57396
DATE: 1/30/2023

PROJECT NO. 21-032 | SHEET 1

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

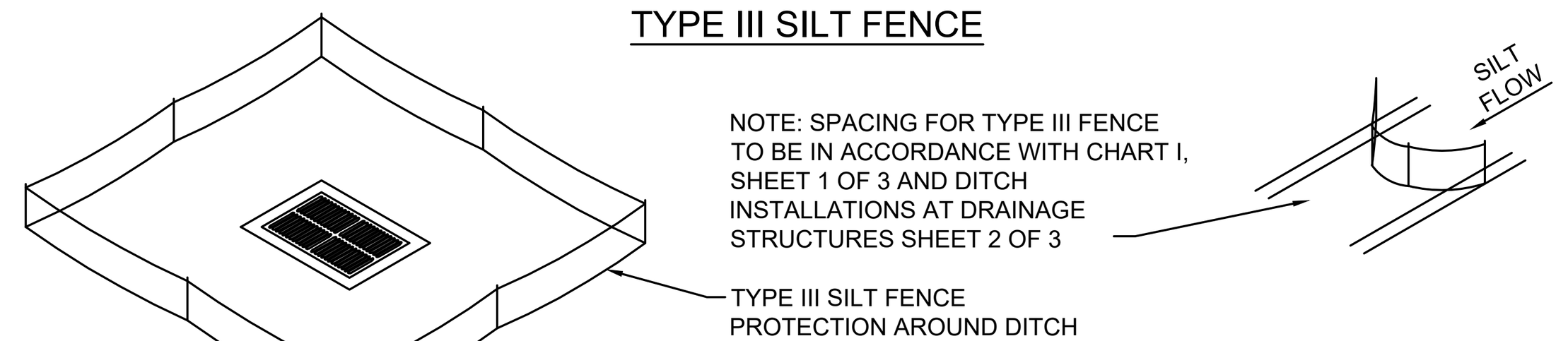

LIMITS OF CONSTRUCTION
T.O.C. EL.=4.23' (COULD NOT OPEN)
SITE BENCHMARK #1 FD. P/N NAD PLS 4845 EL.=3.86' (NAVD88)
FLOOD ZONE "X"
FLOOD ZONE "AE-4"
EXIST. 10' CHAIN LINK FENCE TO BE REMOVED
CONCRETE TO BE REMOVED
EXISTING ASPHALT PARKING
TENNIS COURT TO BE REMOVED
(COULD NOT OPEN)
EXISTING 24" ADS
TRENCH DRAIN W/ GRATE
INVERT EL.=4.00'
1" WIDE CONCRETE HEADWALL
EXISTING 24" CMP
24" CMP CURRENTLY CLOSED
INVERT EL.=4.00'
12" ADS INVERT EL.= (~)0.69'
EXISTING LAKE
INVERT EL.=4.42'
INVERT EL.=4.03'
OUTFALL PIPE UNDER WATER
EX WM
EX WM 4"
GATE VALVE TOC EL.=5.00'
EXISTING 4" WM
GATE VALVE TOC EL.=5.00'
EXISTING GOLF CART CHARGING STATION
EXISTING BACO BALL
EXISTING COVERED ENTRY
EXISTING OFFICE FF=8.21' AND 6.00'
EXISTING CONCRETE BOLLARD (TYP.)
NOTE: EXISTING IRRIGATION METER IS SERVING AS THE WATER SERVICE FOR THE EXISTING CLUBHOUSE. NEW SERVICE TO BE INSTALLED WHERE SHOWN ON PLANS AND EXISTING METER TO BE ABANDONED AND REMOVED.
CONCRETE CONSTRUCTION CONTROL LINE SEPTEMBER 15, 1955, PER PLAT BOOK 26, PAGES 26, 26A THROUGH 26I, ST. LUCIE COUNTY, FLORIDA.
FD. P/N NAD PLS 4845
COASTAL CONSTRUCTION CONTROL LINE SEPTEMBER 15, 1955, PER PLAT BOOK 26, PAGES 26, 26A THROUGH 26I, ST. LUCIE COUNTY, FLORIDA.
EXISTING CLUBHOUSE FF=9.00' TO BE REMOVED
A/C PADS TO BE REMOVED EL.=4.61' EL.=4.55'
CONCRETE TO BE REMOVED
EXISTING 6" VCP SEWER SERVICE TO BE ABANDONED CAPPED AT MAIN
EXISTING GATE VALVE TOC EL.=4.21'
EXISTING FDOC
EXIST MH-2 EL.=4.89' N. INV = 0.46'
T.O.C. EL.=4.71'
MAINTENANCE ENTRY
EXIST. 8" SEWER MAIN
EXISTING GRAVEL PARKING
EXISTING CONCRETE PARKING
EXISTING 1'x1' YD T.O.C. EL.=3.04' N. INVERT EL.=2.18' S. INVERT EL.=2.27'
EXISTING INLET N. INVERT EL.=2.17' S. INVERT EL.=2.06' E. INVERT EL.=2.06' W. INVERT EL.=1.89'
EXISTING INLET T.O.C. EL.=3.00' INVERT EL.=2.04'
EXISTING 8" ADS
EDGE OF PAVEMENT
S. EDGE OF PAVEMENT
EXISTING 4" ADS
EXISTING BRICK PAVER SIDEWALK
EXISTING 4" ADS
EXISTING 6" VCP SEWER MAIN
MAINTENANCE ENTRY
MAINSAIL DRIVE
T.O.C. EL.=3.68' (COULD NOT OPEN)
DIST MH-1 T.O.C. EL.=4.49' 18" RC INV. = 0.79' S. INV.= 1.14'
FLOOD ZONE "AE-4" FLOOD ZONE "VE-8"
CONCRETE RAMP
CONCRETE DECK
STAIRS
1'x1' YD T.O.C. EL.=3.35' N. INVERT EL.=2.07'
1'x1' YD T.O.C. EL.=3.01' N. INVERT EL.=2.28'
FD. P/N NAD PLS 4845
SITE BENCHMARK #1 FDEP COASTAL RANGE MONUMENT "R~45A" EL.=9.57'(NAVD88)
T.O.C. EL.=3.26' (COULD NOT OPEN)
FD. P/N NAD PLS 4845
FD. P/N NAD PLS 4845
FLOOD ZONE "AE-4" FLOOD ZONE "VE-8"
FLOOD ZONE "X"
FLOOD ZONE "AE-4"
EX WM
EX WM 4"
EX WM 6"
EX WM 8"
EX WM 12"
EX WM 16"
EX WM 20"
EX WM 24"
EX WM 30"
EX WM 36"
EX WM 42"
EX WM 48"
EX WM 54"
EX WM 60"
EX WM 66"
EX WM 72"
EX WM 78"
EX WM 84"
EX WM 90"
EX WM 96"
EX WM

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC



NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

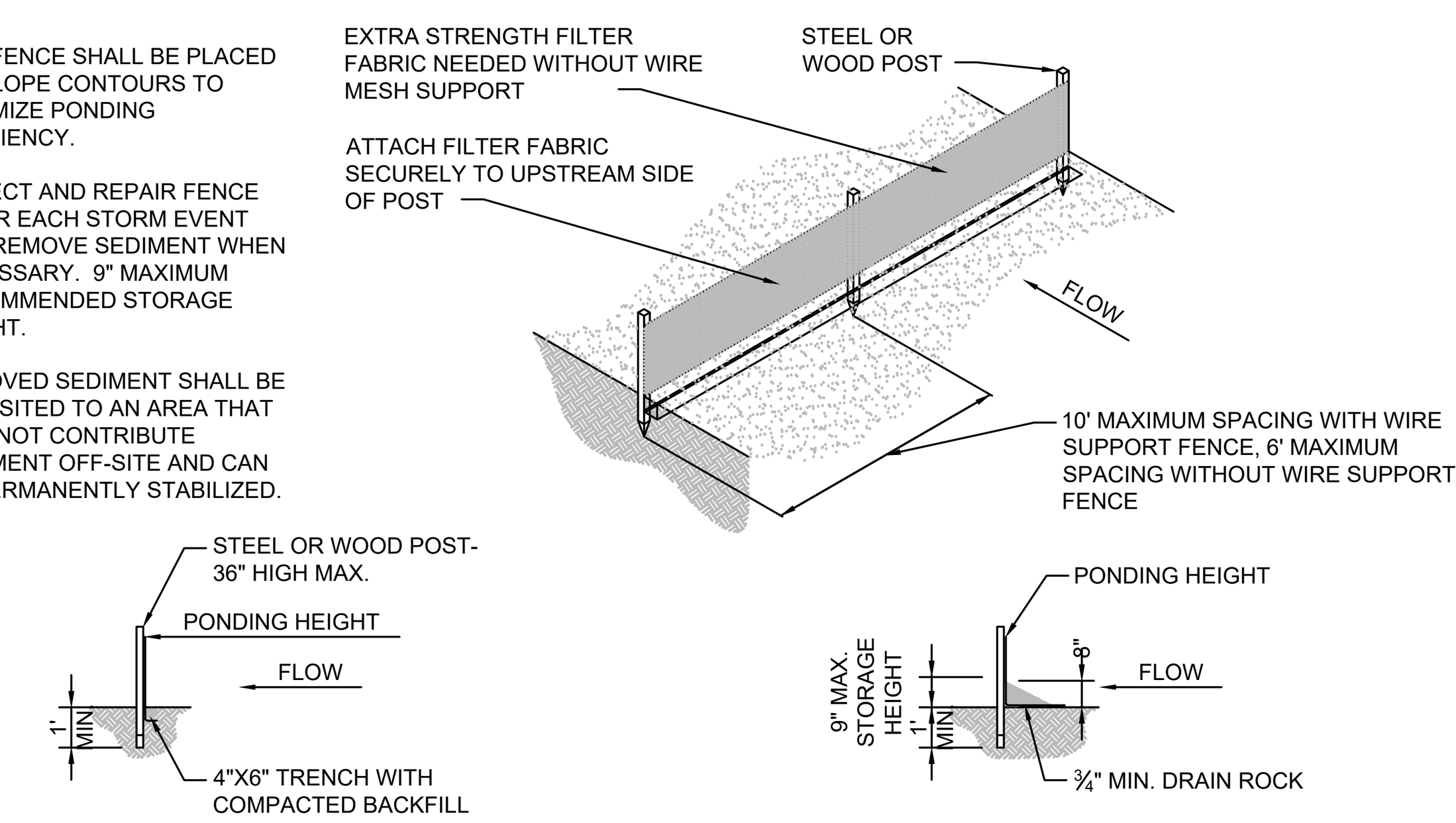
TYPE III SILT FENCE



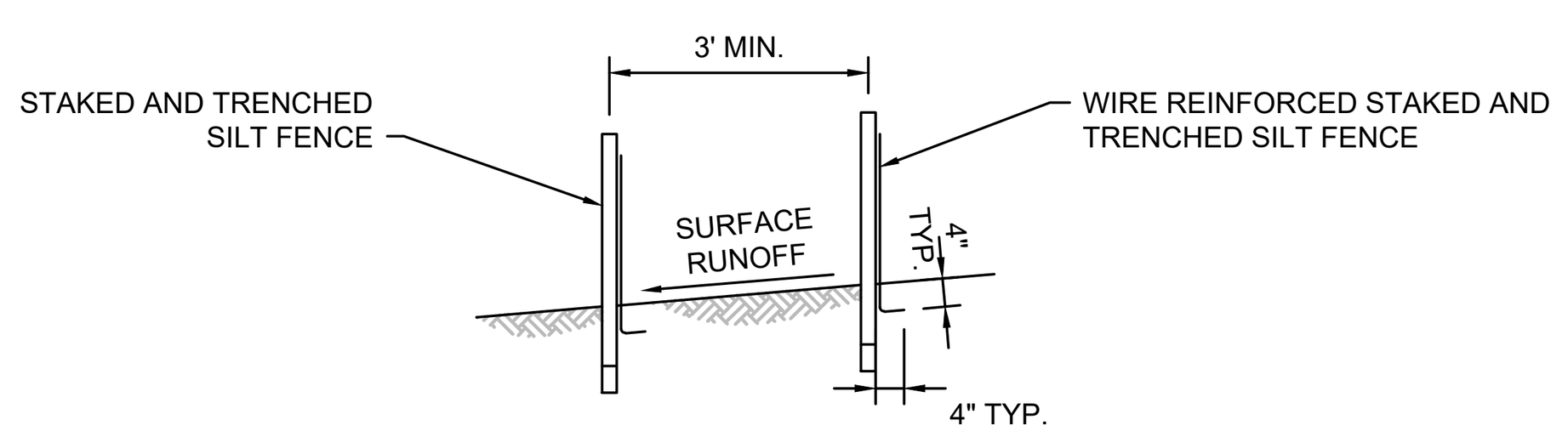
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS-N.T.S.

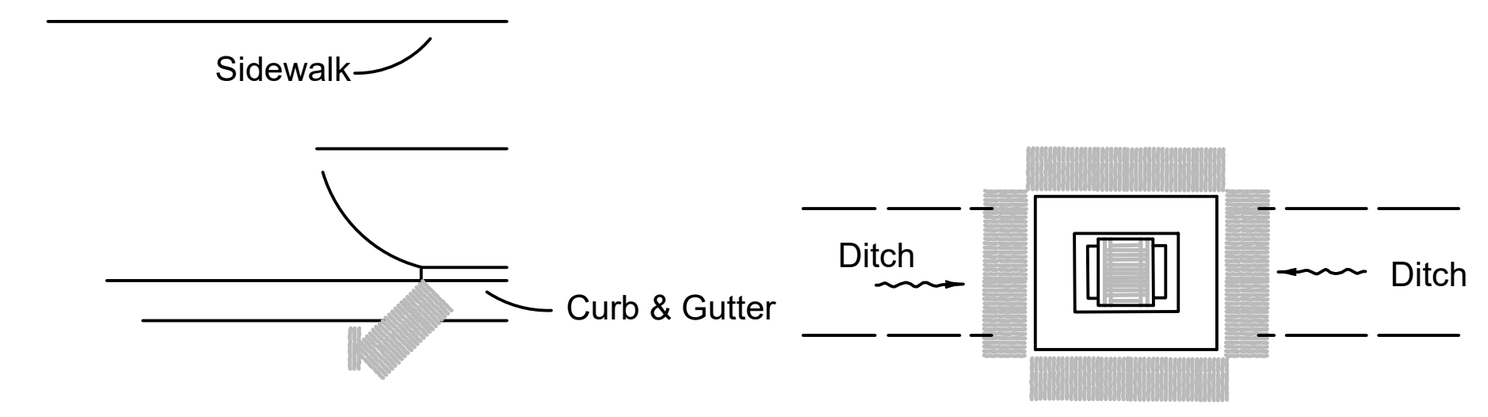
NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.



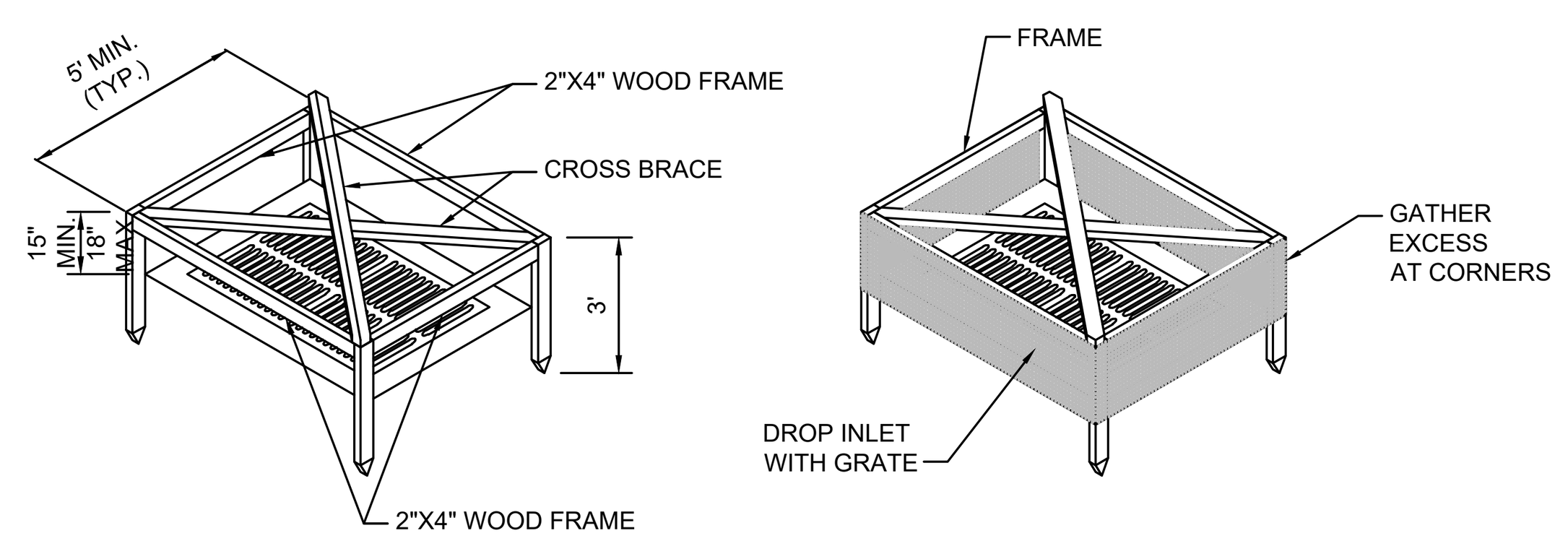
TYPE IV SILT FENCE-N.T.S.



DOUBLE ROW STAKED SILT FENCE FOR USE AROUND WETLANDS-N.T.S.

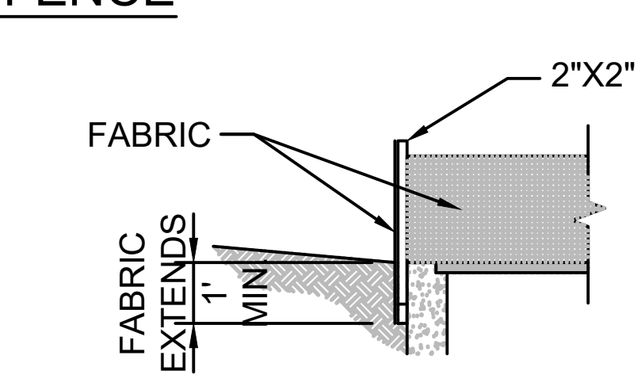


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



VIEW OF FRAME WITHOUT SILT FENCE

VIEW OF FRAME WITH SILT FENCE



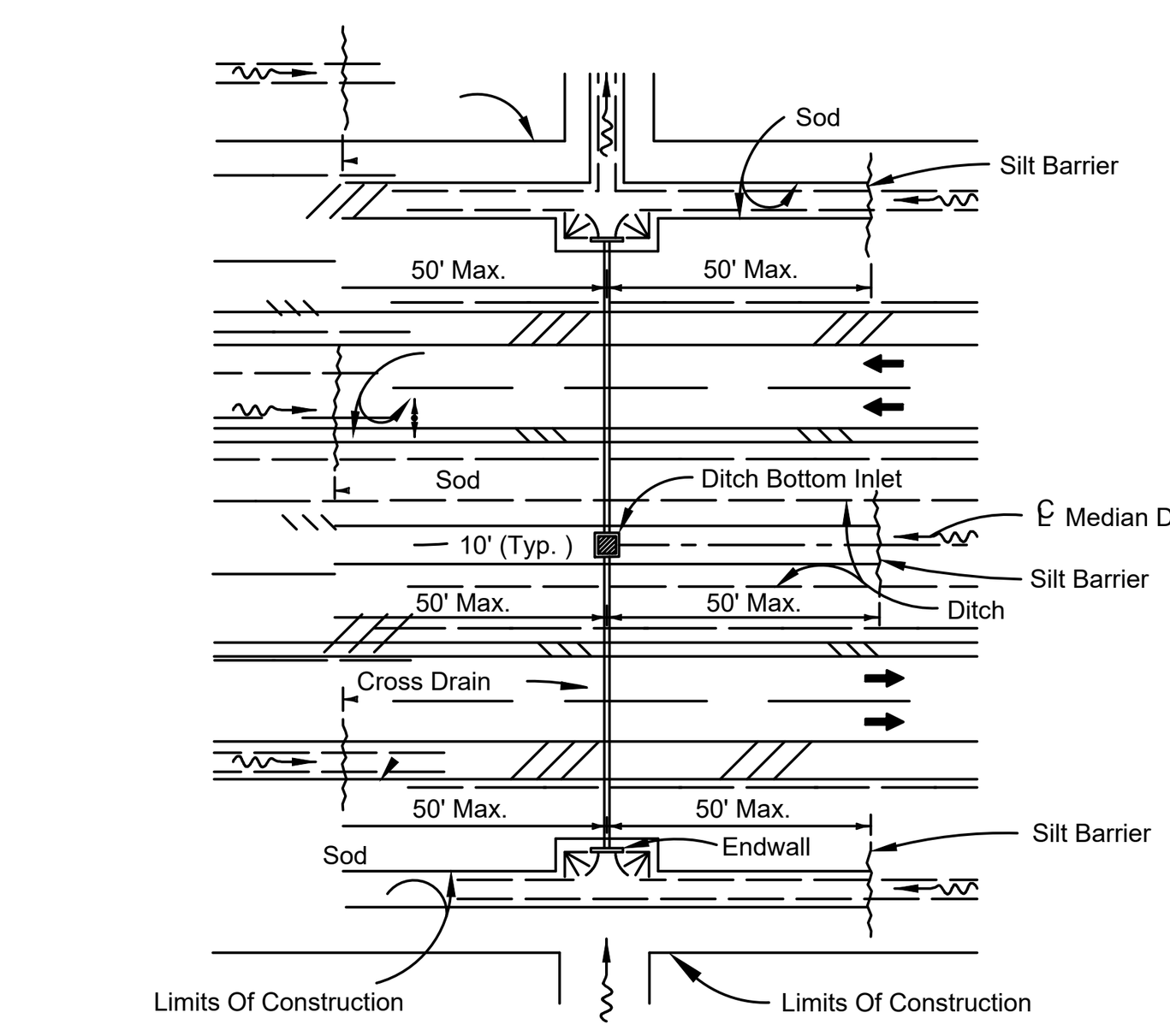
SILT FENCE INLET PROTECTION-N.T.S.

- All turbidity, erosion, and sedimentation controls shall be in accordance with `Best Management Practices' as described in the Florida Land Development Manual: A Guide to Sound Land and Water Management.
- Reference F.D.O.T. Index #102.

EROSION CONTROL DETAILS

N.T.S.

NOTES:
WETLAND PROTECTION PLAN
a. SILT FENCE MUST BE INSTALLED BY HAND ALONG SURVEYED CONSERVATION EASEMENT BOUNDARIES (AT TOE OF SLOPE-SEE SECTIONS EE,N,O) PRIOR TO CONSTRUCTION.
b. NO TURBID DISCHARGE TO WETLANDS IS PERMITTED.
c. ALL STOCKPILE AND/OR CONSTRUCTION STAGING AREAS MUST BE LOCATED 100 FT. FROM WETLANDS.

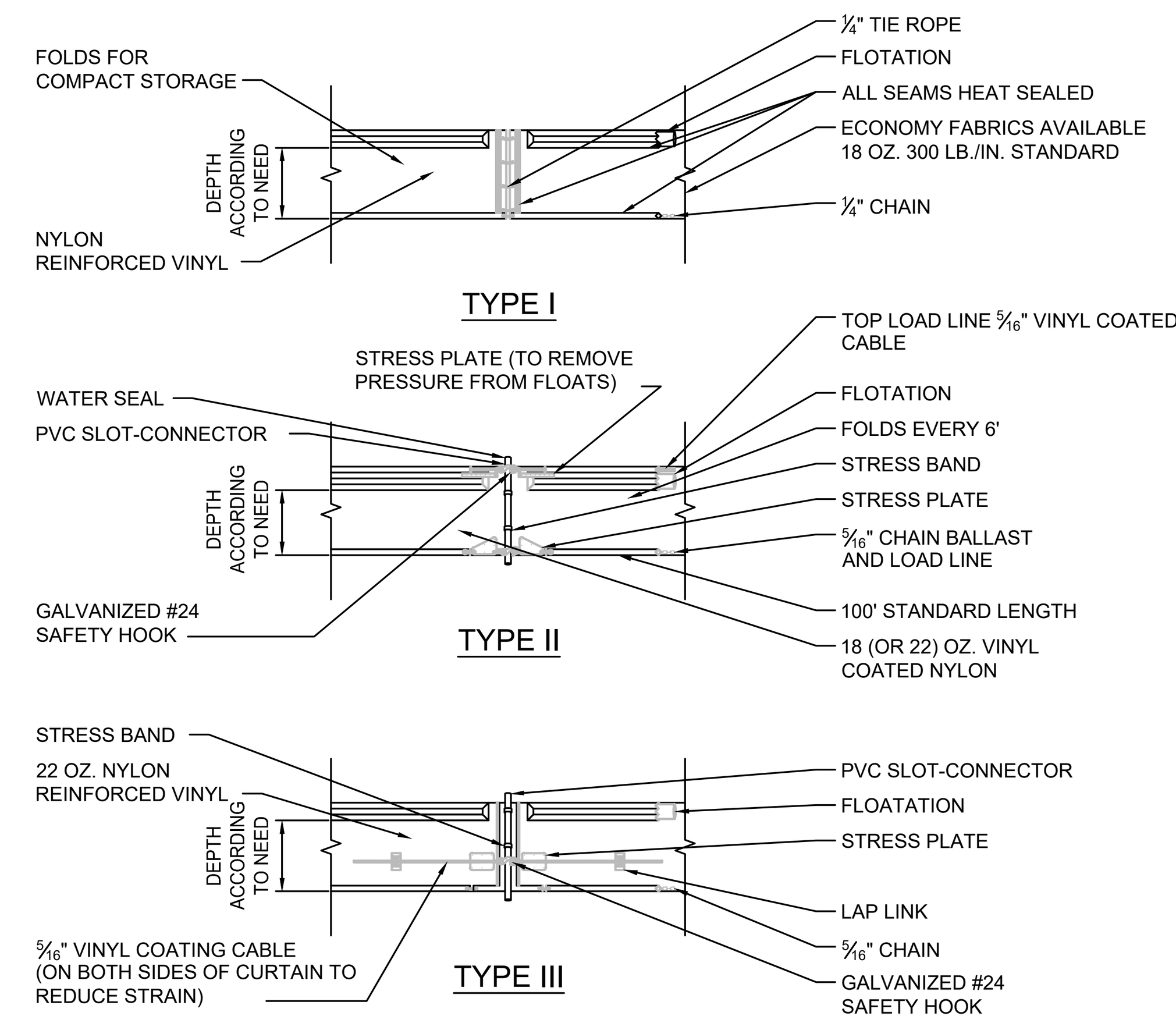


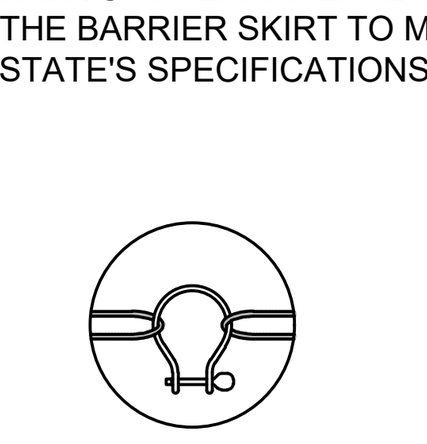
DITCH INSTALLATIONS AT DRAINAGE STRUCTURES

TYPE I. DOT FOR WATERS WITH LOW CURRENTS (NO MORE THAN ONE FOOT PER SECOND) AND LIGHT WINDS: LAKES, PONDS, SMALL STREAMS, MARSHES. FLEXIBLE TOP FLOTATION SECTION WITH ENCAPSULATED EPS FOAM FLOTATION LOGS (6"X6"X4')

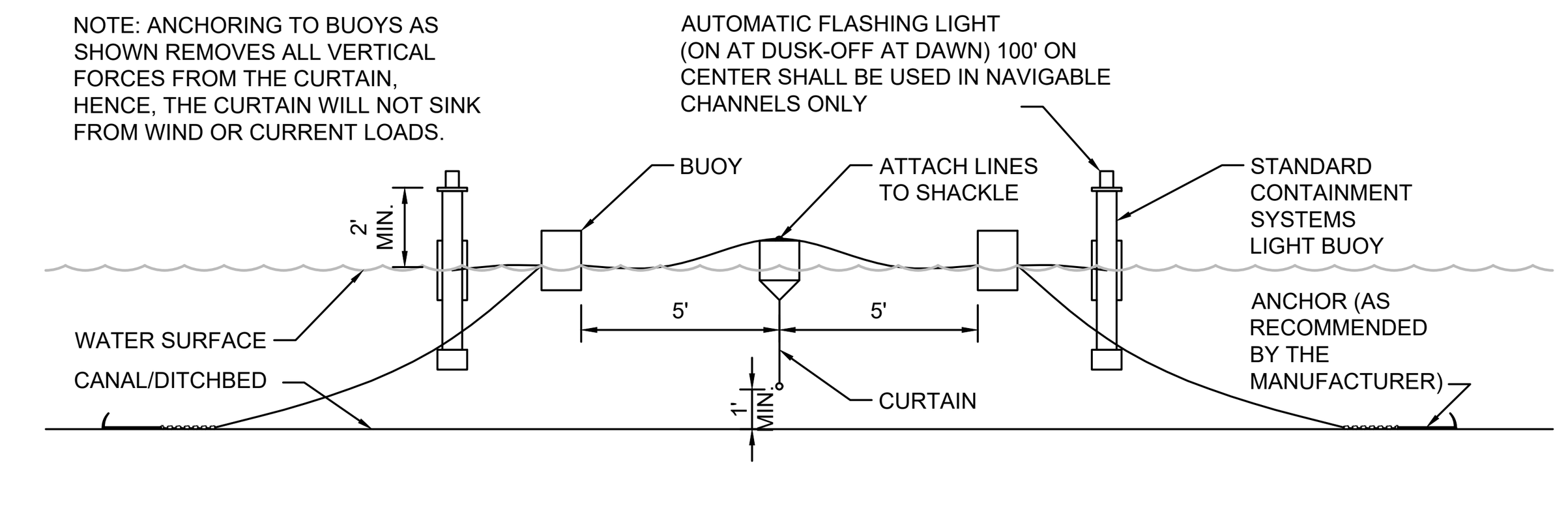
TYPE 2. DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND): DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 8"X8"X4' FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.

TYPE 3. DOT IS SIMILAR TO TYPE 2. DOT EXCEPT THAT POLYPROPYLENE FILTER FABRIC IS PERMANENTLY INSERTED INTO THE BARRIER SKIRT TO MEET SOME STATE'S SPECIFICATIONS.

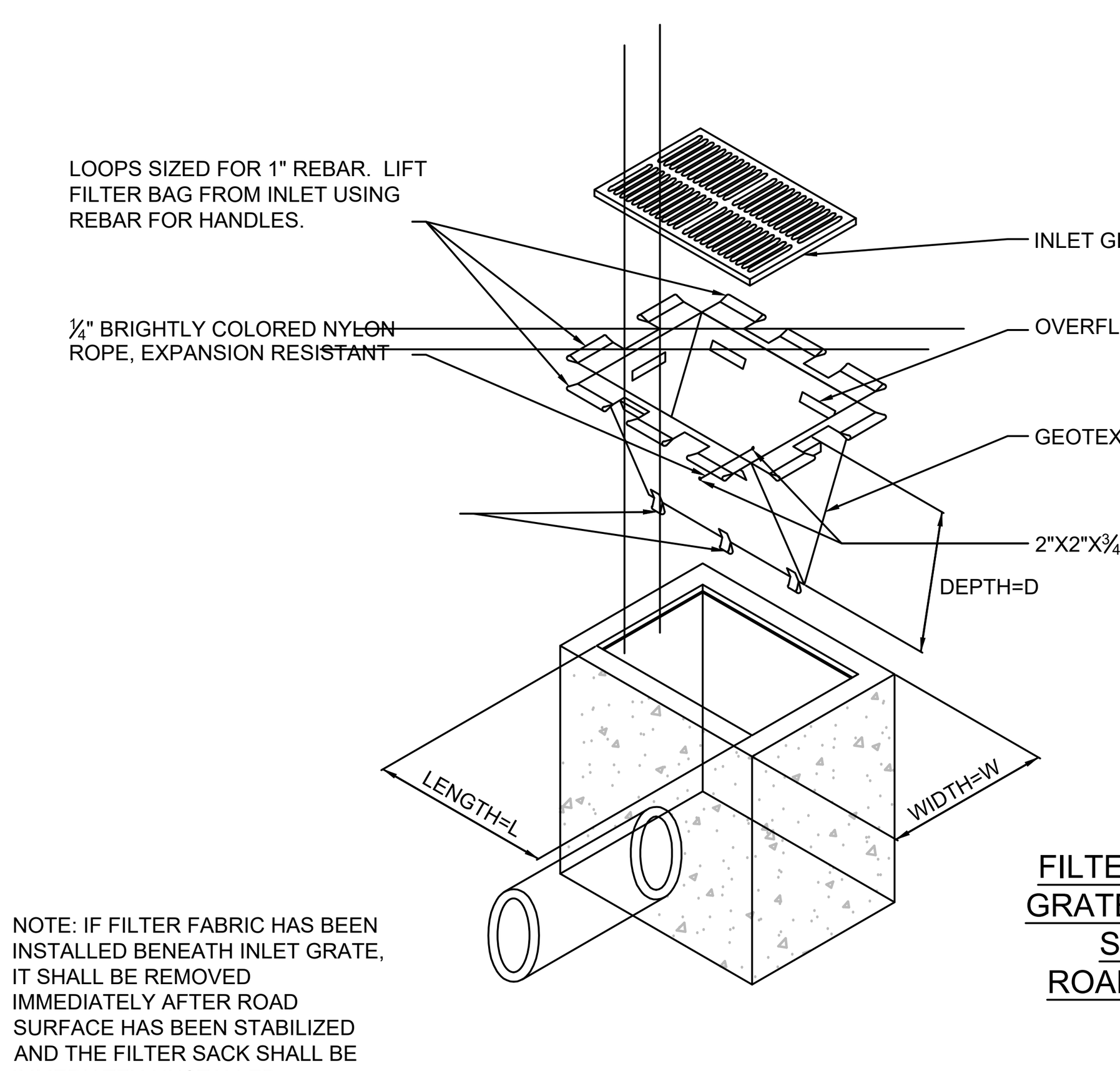




BLOW-UP OF SHACKLE CONNECTION

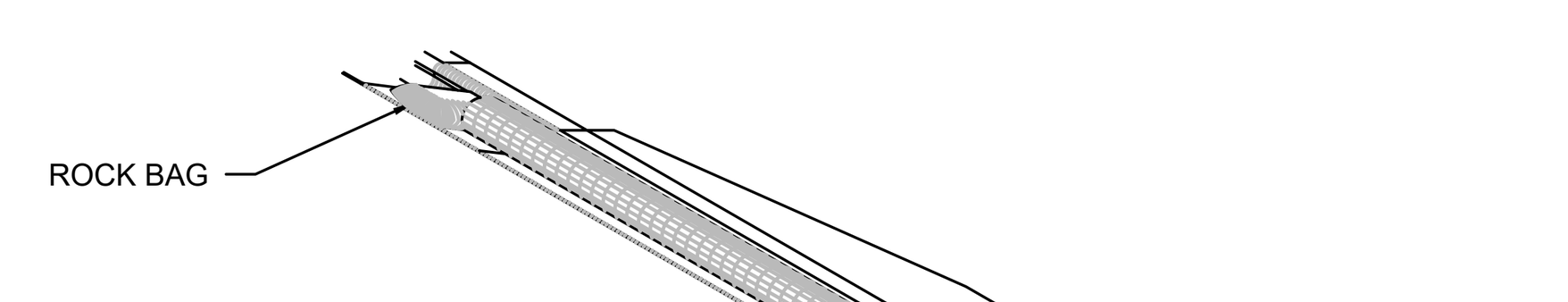


ORIENTATION WHEN INSTALLED (TIDAL SITUATION-TYPE III)-N.T.S.



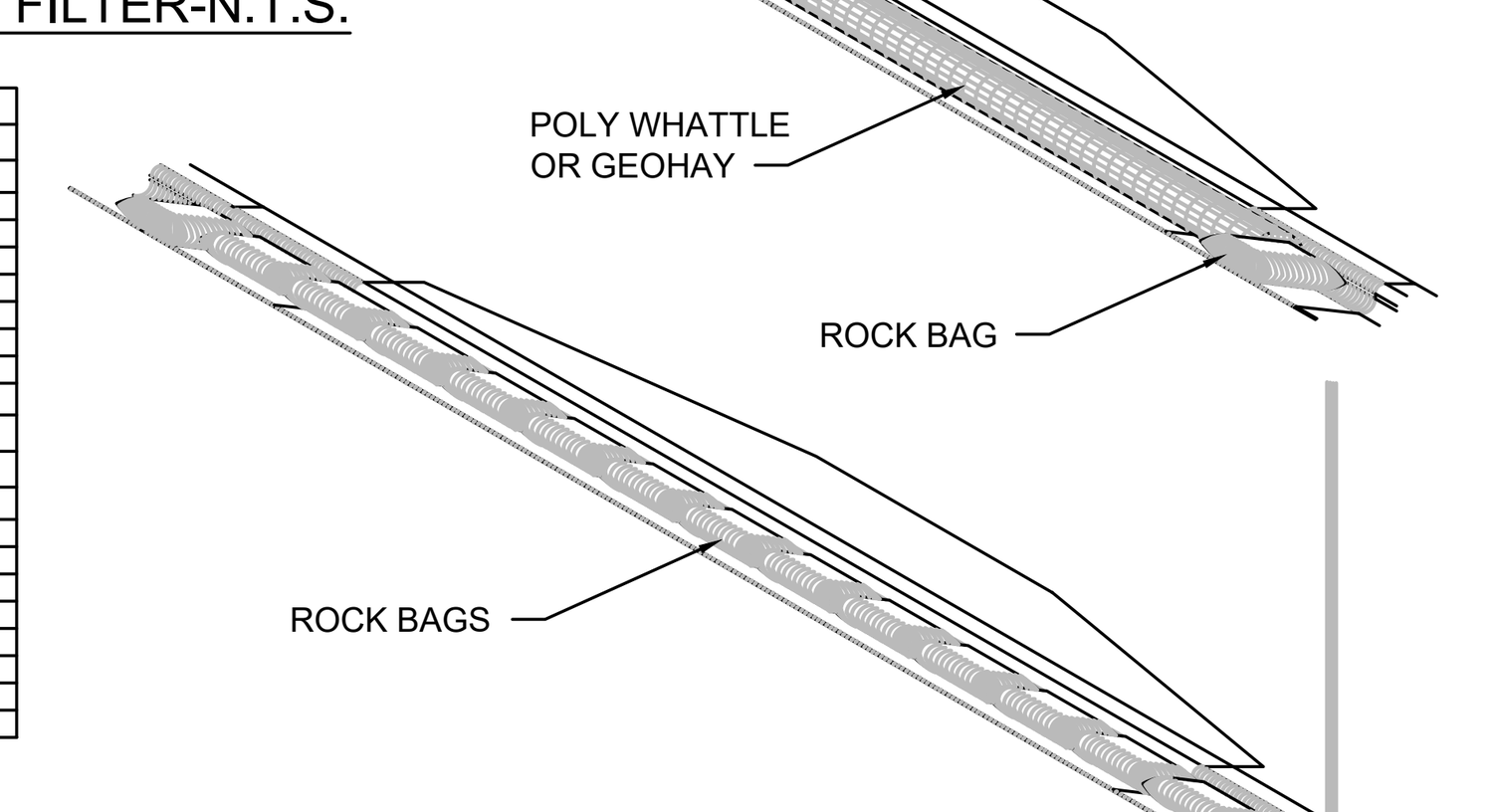
NOTE: IF FILTER FABRIC HAS BEEN INSTALLED BENEATH INLET GRATE, IT SHALL BE REMOVED IMMEDIATELY AFTER ROAD SURFACE HAS BEEN STABILIZED AND THE FILTER SACK SHALL BE IMMEDIATELY INSTALLED.

FILTER SACKS FOR GRATED INLETS AND STABILIZED ROADWAYS-N.T.S.

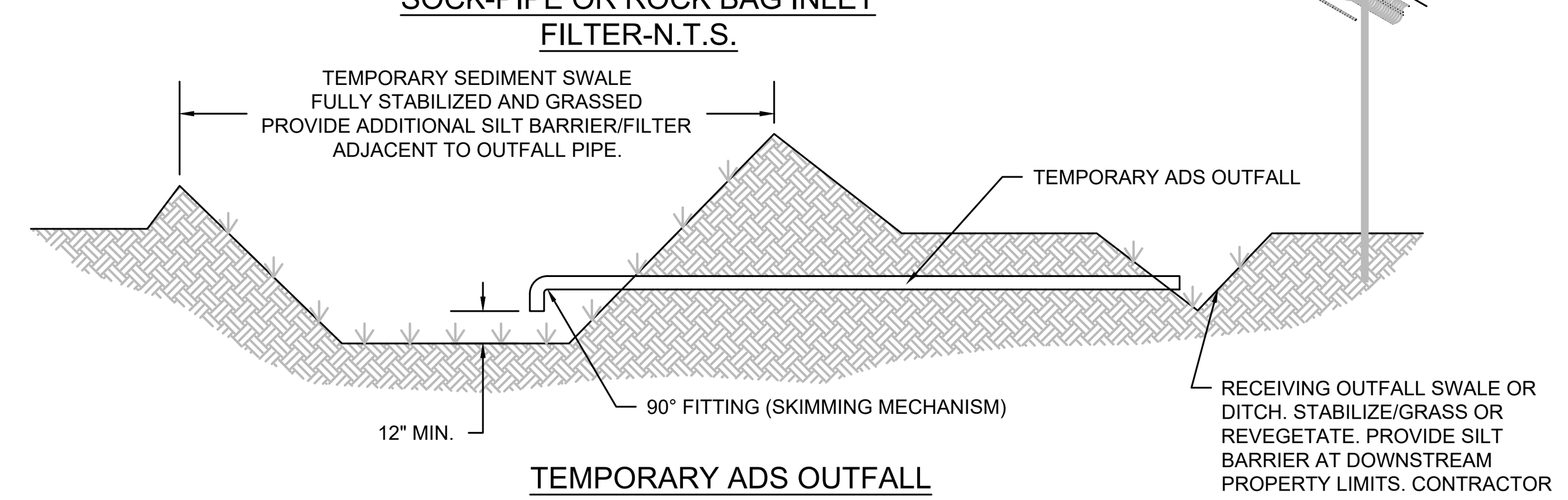


POLY WHATTLES OR GEOHAY CURB INLET FILTER-N.T.S.

LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS.
GRAB TENSILE ELONGATION	ASTM D-4632	20%
PUNCTURE	ASTM D-4833	120 LBS.
MULLEN BURST	ASTM D-3786	800 P.S.I.
TRAPEZOID TEAR	ASTM D-4533	120 LBS.
UV RESISTANCE	ASTM D-4355	80%
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL./MIN./SQ. FT.
PERMITTIVITY	ASTM D-4491	0.55 SEC. -1
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS.
GRAB TENSILE ELONGATION	ASTM D-4632	20%
PUNCTURE	ASTM D-4833	135 LBS.
MULLEN BURST	ASTM D-3786	420 P.S.I.
TRAPEZOID TEAR	ASTM D-4533	45 LBS.
UV RESISTANCE	ASTM D-4355	90%
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL./MIN./SQ. FT.
PERMITTIVITY	ASTM D-4491	1.5 SEC. -1

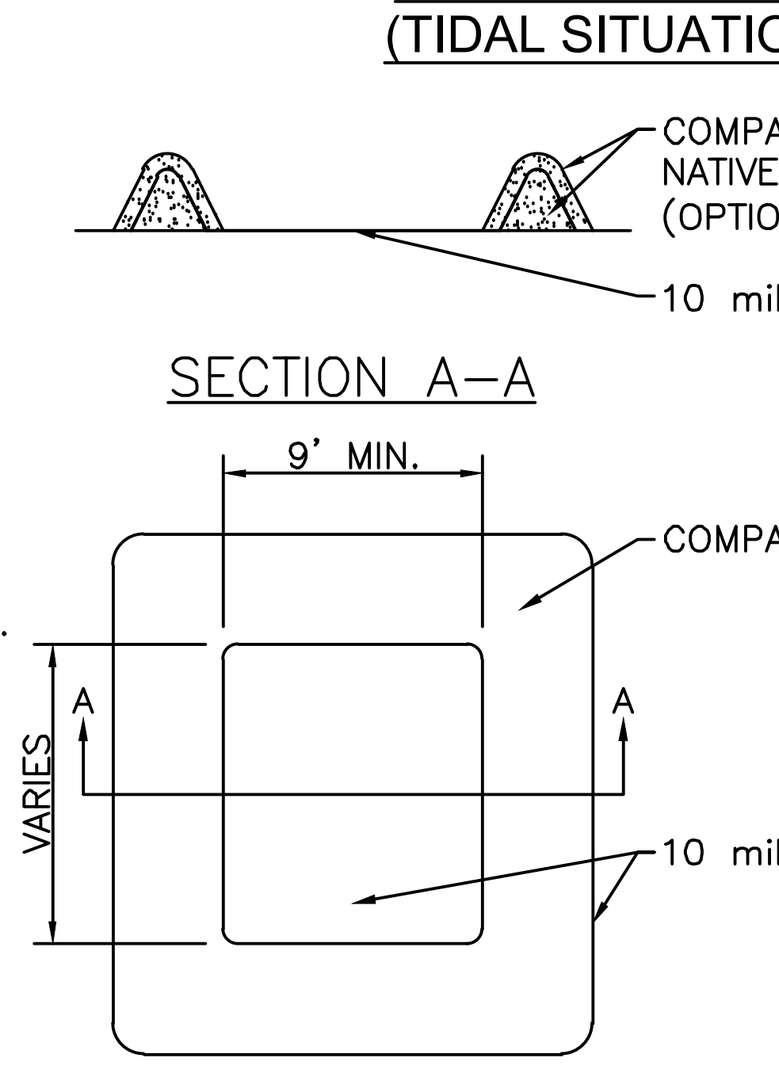


SOCK-PIPE OR ROCK BAG INLET FILTER-N.T.S.



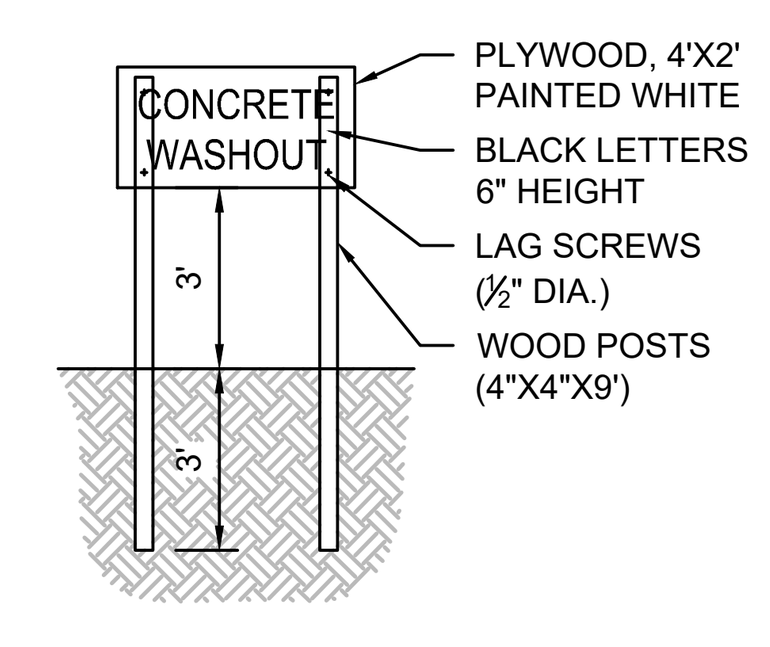
TEMPORARY ADS OUTFALL N.T.S.

NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. A ROLL OFF CONTAINER SPECIFICALLY MANUFACTURED FOR CONCRETE AND STUCCO WASHOUT MAY BE SUBSTITUTED.

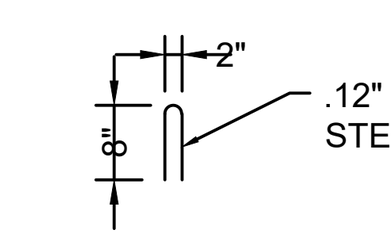


PLAN
TYPE "ABOVE GRADE" WITH COMPACTED FILL

CONCRETE & STUCCO WASTE MANAGEMENT–N.T.S.

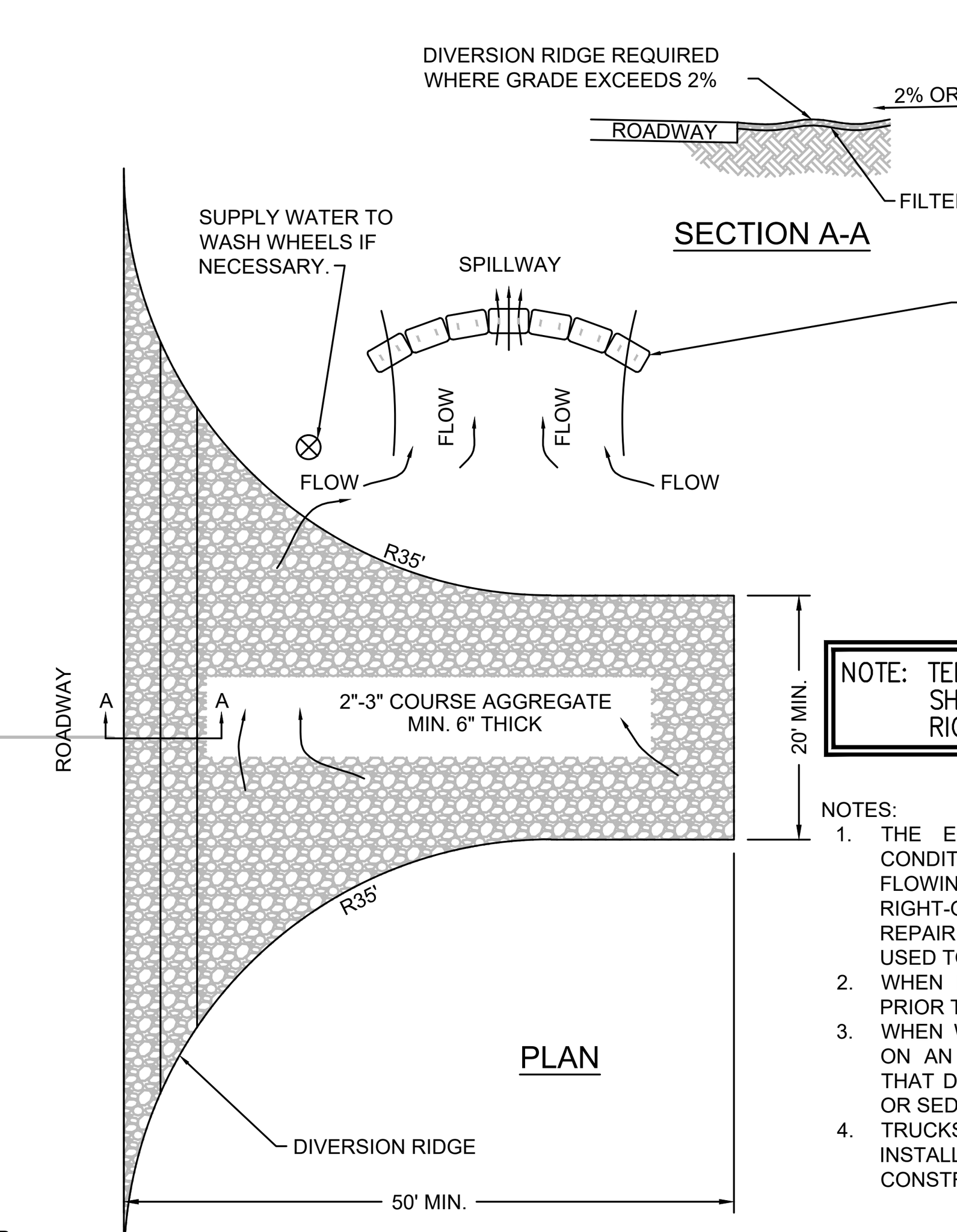


CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)



STAPLE DETAIL

CONCRETE & STUCCO WASTE MANAGEMENT-N.T.S.

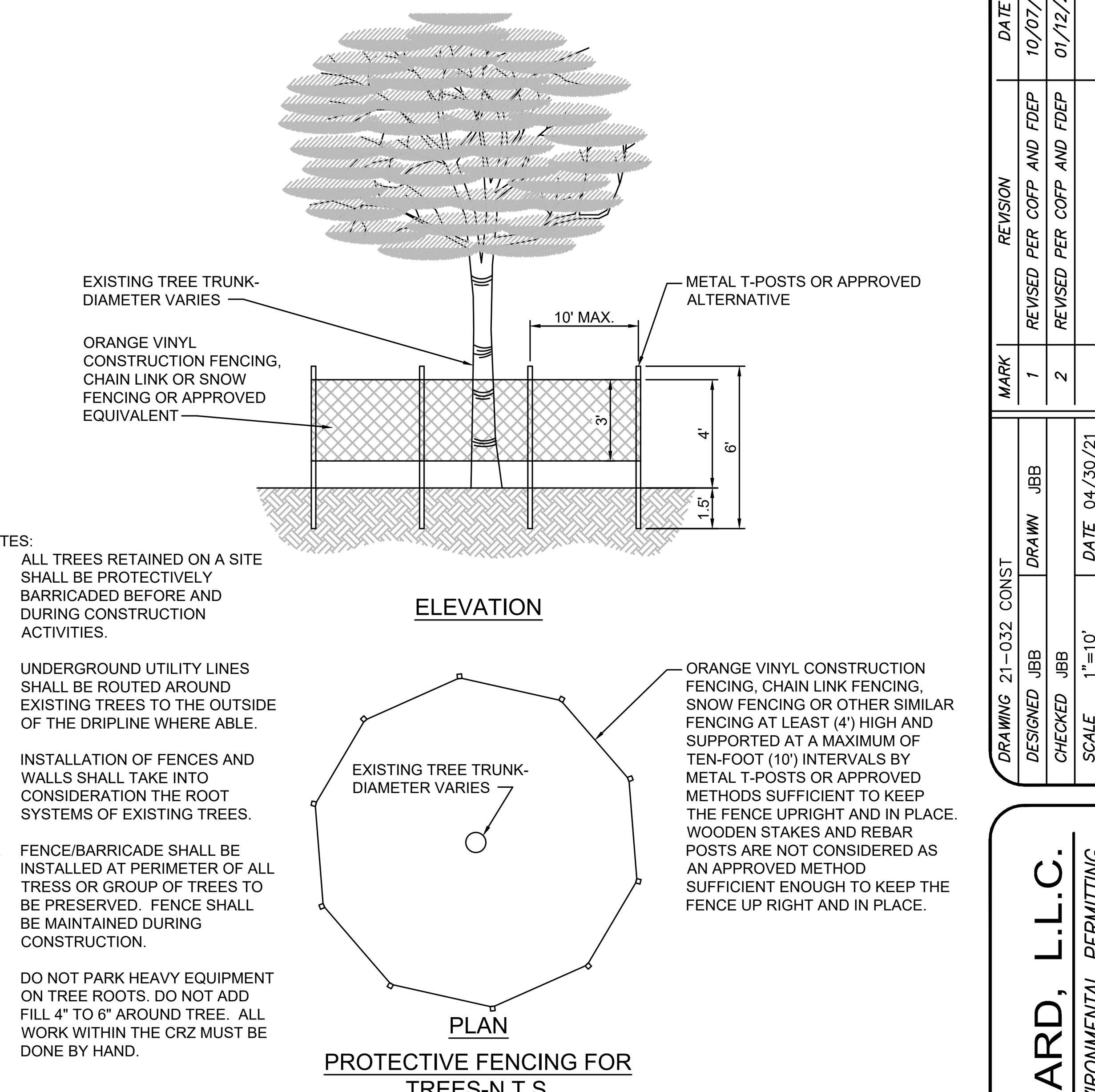


NOTE:
USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

NOTE: TEMPORARY CONSTRUCTION ENTRANCE SHALL BE PAVED IN COUNTY RIGHT-OF-WAY.

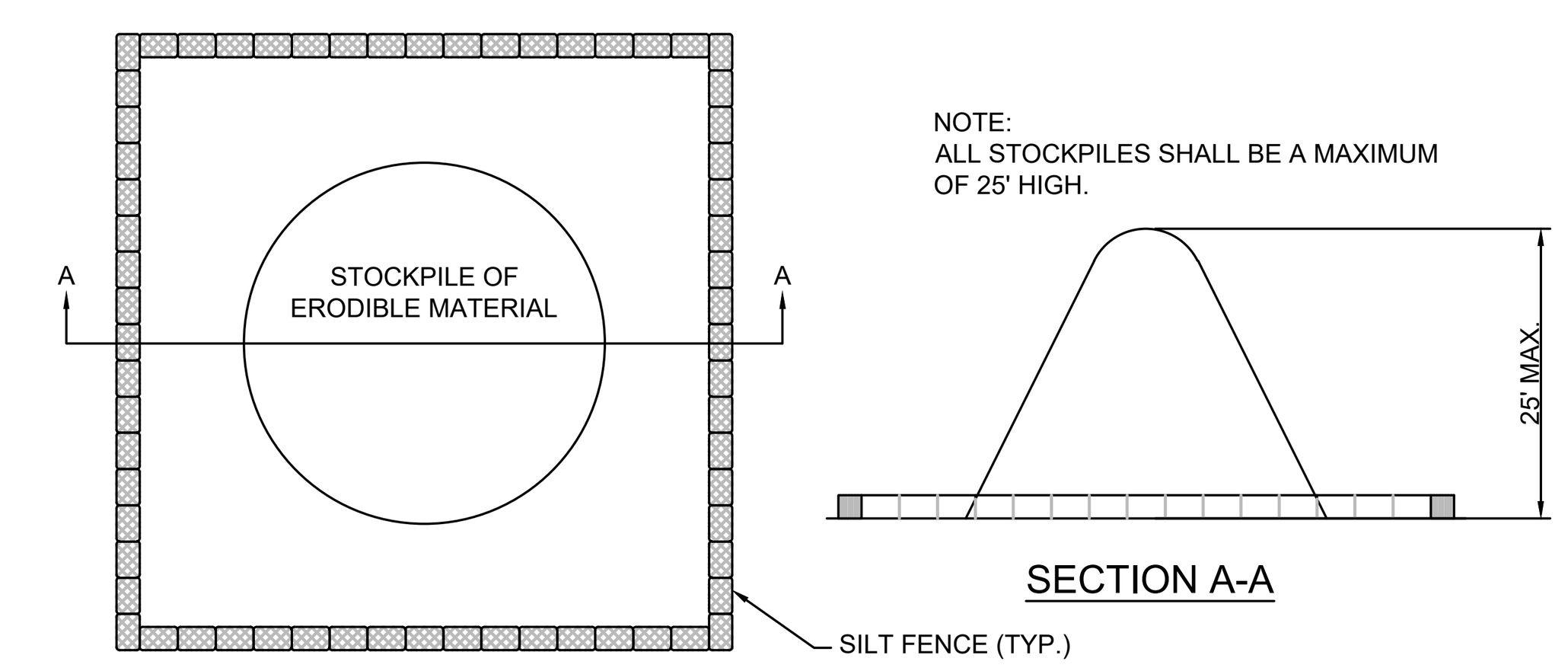
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS.THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. TRUCKS ENTERING ROADWAY SIGNS SHALL BE INSTALLED EACH DIRECTION IN ADVANCE OF CONSTRUCTION ENTRANCE PER MUTCD.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT-N.T.S.



NOTES:
1. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES.
2. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE ABLE.
3. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
4. FENCE/BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TRESS OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.
5. DO NOT PARK HEAVY EQUIPMENT ON TREE ROOTS. DO NOT ADD FILL 4" TO 6" AROUND TREE. ALL WORK WITHIN THE CRZ MUST BE DONE BY HAND.

PROTECTIVE FENCING FOR TREES-N.T.S.



NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL-N.T.S.

EROSION CONTROL AND DEWATERING NOTES
1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH, OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 101, 102, AND 103 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE DETAILS AND NOTES ON THE PLANS.
15. CONTRACTOR RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES - RAINFALL RUN-OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY REQUIREMENTS.
17. THIS POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTORS EXPENSE.
18. NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK (BY THE CONTRACTOR) AND MUST BE REPORTED TO THE PROJECT ENGINEER. LOCATION SHALL BE DETERMINED BY THE ENGINEER.
19. DEWATERING ACTIVITIES:
A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
B - CONTRACTOR MUST HAVE A TRANSFERABLE SJRWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING", UNLESS DE-WATERING ACTIVITIES WILL RESULT IN LESS THAN 300,000 GPD FOR 30 DAYS OR LESS.
C - NO HYDRAULIC PUMPS MAY BE USED FOR DE-WATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA. DEWATERING EXISTING STORMWATER RETENTION AREAS (PONDS/LAKES) MAY BE EXEMPT FROM THIS CONDITION. CONTRACTOR TO CONFIRM WITH SJRWMD.
D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.
20. THE CONTRACTOR SHALL OBTAIN GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY.
A - BEFORE DISCHARGE OF PRODUCED GROUND WATER CAN OCCUR FROM THE SITE, ANALYTICAL TESTS ON SAMPLES OF THE PROPOSED UNTREATED DISCHARGE WATER SHALL BE PERFORMED TO DETERMINE IF CONTAMINATION EXISTS BY CONTRACTOR). IF NONE EXISTS, THE RESULTS SHALL BE SUBMITTED TO THE FDEP INDUSTRIAL WASTEWATER PERMITTING WITHIN ONE WEEK OF COMMENCEMENT OF DISCHARGE (C.O. ALI KAZI, P.E., 3319 MAGUIRE BLVD. SUITE 232, ORLANDO, FL, 32803), WITH A LETTER NOTIFYING THE AGENCY THAT DE-WATERING ACTIVITIES WILL COMMENCE PURSUANT TO 62-621.300(2) F.A.C. AND THE SITE QUALIFIES FOR THE GENERIC PERMIT.
B - THE FACILITY IS AUTHORIZED TO DISCHARGE PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY WHICH DISCHARGES BY A POINT SOURCE TO SURFACE WATERS OF THE STATE, AS DEFINED IN CHAPTER62-620, F.A.C., ONLY IF THE REPORTED VALUES FOR THE PARAMETERS LISTED IN TABLE 1 DO NOT EXCEED ANY OF THE LISTED SCREENING VALUES.
C - MINIMUM REPORTING REQUIREMENTS FOR ALL PRODUCED GROUND WATER DISCHARGERS. THE EFFLUENT SHALL BE SAMPLED (BY CONTRACTOR) BEFORE THE COMMENCEMENT OF DISCHARGE, AGAIN WITHIN THIRTY (30)DAYS AFTER COMMENCEMENT OF DISCHARGE, AND THEN ONCE EVERY SIX (6)MONTHS FOR THE LIFE OF THE PROJECT TO MAINTAIN CONTINUED COVERAGE UNDER THIS GENERIC PERMIT.SAMPLES TAKEN IN COMPLIANCE WITH THE PROVISIONS OF THIS PERMIT SHALL BE TAKEN PRIOR TO ACTUAL DISCHARGE OR MIXING WITH THE RECEIVING WATERS. THE EFFLUENT SHALL BE SAMPLED FOR THE PARAMETERS LISTED ON TABLE 1.
D - IF ANY OF THE ANALYTICAL TEST RESULTS EXCEED THE SCREENING VALUES LISTED IN TABLE 1, EXCEPT TOC, THE DISCHARGE IS NOT AUTHORIZED BY THIS PERMIT. IF T.O.C. IS EXCEEDED BECAUSE OF NATURALLY OCCURING ORGANIC COMPOUNDS, THE RESULT AND EXPLANATION FOR THE HIGH READING MUST BE SUBMITTED TO THE FDEP FOR REVIEW AND ISSUANCE OF AN EXEMPTION.
E - IF ANY SCREENING VALUES (OTHER THAN TOC) EXCEED THE THRESHOLDS, THEN A GENERIC PERMIT CANNNOT BE ISSUED, AND A SEPERATE INDIVIDUAL WASTERWATER PERMIT APPLICATION MUST BE SUBMITTED AT LEAST 90 DAYS PRIOR TO DATE OF DISCHARGE. THE ENGINEER OF RECORD MUST BE NOTIFIED IF THIS OCCURS.
21. THE CONTRACTOR SHALL OBTAIN A STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, AND SHALL ADHERE TO ALL CONDITIONS OF THE PERMIT, INCLUDING INSPECTIONS, REPORTING, RECORD KEEPING AND CERTIFICATIONS.

	SCREENING VALUES FOR DISCHARGE INTO:	
Parameter	Fresh Waters	Coastal Waters
Total Organic Carbon (TOC)	10.0 mg/L	10.0 mg/L
pH, standard units	6.0-8.5	6.5-8.5
Total Recoverable Mercury	0.012 µg/L	0.025 µg/L
Total Recoverable Cadmium	9.3 µg/L	9.3 µg/L
Total Recoverable Copper	2.9 µg/L	2.9 µg/L
Total Recoverable Lead	0.03 mg/L	5.6 mg/L
Total Recoverable Zinc	86.0 µg/L	86.0 µg/L
Total Recoverable Chromium (Hex.)	11.0 µg/L	50.0 µg/L
Benzene	1.0 µg/L	1.0 µg/L
Naphthalene	100.0 µg/L	100.0 µg/L

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21–032 CONST
DESIGNED JBB | DRAWN JBB
CHECKED JBB
SCALE 1"=10' | DATE 04/30/21

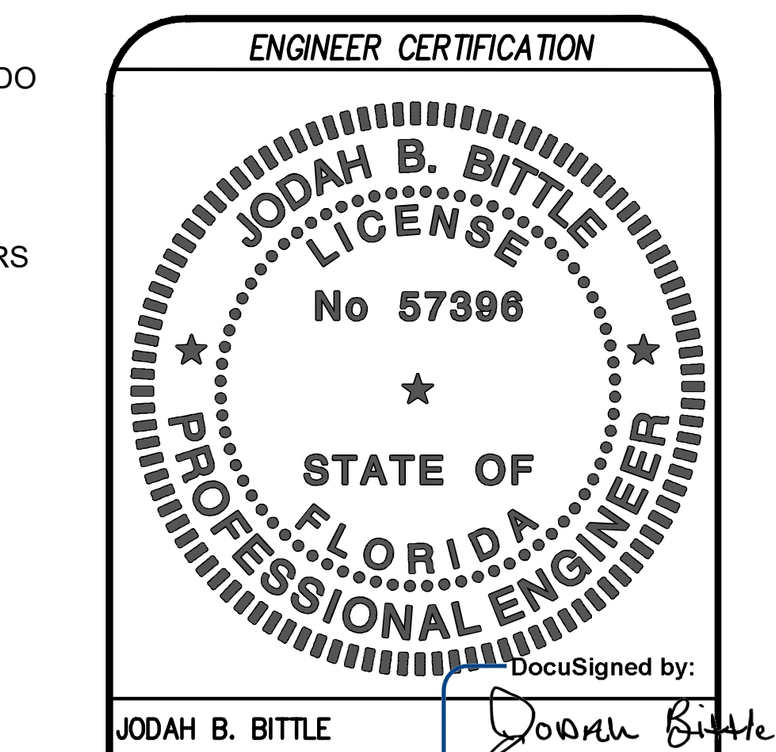
THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

STORMWATER POLLUTION PREVENTION DETAILS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION



JODAH B. BITTLE
FL. REG. NO. 57396

DATE: 1/30/2023

PROJECT NO. 21–032 | SHEET 3

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

GFA INTERNATIONAL

FLORIDA'S LEADING ENGINEERING SOURCE

Report of Geotechnical Exploration

Ocean Village Club
2400 S Ocean Drive
Fort Pierce, Florida

April 16, 2021
GFA Project No. 3330.2100065.0000

For: Proctor & Associates General Contractors, LLC



Since 1988 — *Florida's Leading Engineering Source*

Environmental • Geotechnical • Construction Materials Testing • Threshold and Special Inspections • Plan Review & Code Compliance

April 16, 2021

Mr. Barrett Englert
Proctor & Associates General Contractors, LLC
200 NE Dixie Highway
Stuart, Florida 34994

Subject: Report of Geotechnical Exploration
Ocean Village Club
2400 S Ocean Drive, Fort Pierce, Florida
GFA Project No. 3330.2100065.0000

Dear Mr. Englert:

GFA International, Inc. (GFA) has completed the subsurface exploration and geotechnical engineering evaluation for the above referenced project in accordance with the geotechnical and engineering service agreement for this project. The scope of services was completed in accordance with our Geotechnical Engineering Proposal No. 21-6471.00 REV#1 dated March 11, 2021, planned in conjunction with and authorized by Proctor & Associates General Contractors, LLC.

EXECUTIVE SUMMARY

The purpose of our geotechnical exploration was to determine the nature of the subsurface soils and general geomorphic conditions at the site and evaluate their impact upon the proposed construction. This report contains the results of our subsurface exploration and our engineering interpretations of these with respect to the project characteristics described to us, including providing recommendations for foundation design, pavement design and construction, site preparation, and earthwork construction.

Per our prior telephone discussions and email correspondence with you, GFA understands that a new clubhouse and parking area are planned for the Ocean Village Club. Based on the provided Conceptual Site Plan, the existing tennis courts and clubhouse building will be demolished to accommodate the new construction.

Specific design loads for the new clubhouse building have not been provided to GFA. For the foundation recommendations presented in this report, we assumed a maximum wall loading of 5 kips per linear foot and a maximum column load of 75 kips.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform GFA so that we may review our recommendations with respect to any modifications.

Two (2) tripod standard penetration test (SPT) borings, advanced to approximate depths of 20 feet, and five (5) auger borings with hand cone penetrometer (HCP) testing, advanced to approximate depths of 5 and 6 feet below the existing ground surface, were completed for this study. In addition to the SPT and auger borings, one (1) field exfiltration test (EX-1) was performed within the designated dry stormwater retention area. Undisturbed Shelby tube soil samples were obtained adjacent to the exfiltration test site for laboratory falling head permeability testing.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to dense fine sand (SP), fine sand with silt (SP-SM), and silty fine sand (SM) to the termination depths.

Considering the results of our field exploration program, the subsurface soil conditions at the site are generally favorable for shallow foundation support of the proposed clubhouse structure. A maximum allowable soil bearing pressure of 2,500 psf may be used for foundation design.

The subgrade soils should be improved (densified) with compaction from the stripped grade prior to constructing the building pad. **Prior to placing fill to achieve final grade, the upper 2 feet of soil below stripped grade should be compacted to a minimum of 95 percent maximum dry density as determined by the modified Proctor test (ASTM D 1557).** Fill (including stem wall backfill) should be placed in 12-inch thick lifts and compacted to achieve a minimum 95 percent modified Proctor maximum dry density. After completing the footing excavations, the bearing subgrade to a depth of 2 feet should be compacted to not less than 95 percent modified Proctor maximum dry density.

We appreciate the opportunity to be of service during this phase of the project and look forward to a continued association. Please do not hesitate to contact us if you have any questions or comments, or if we may further assist you as your plans proceed.

Respectfully Submitted,
GFA International, Inc.
Florida Registry No. 4930

John Kent — Digitally signed by John Kent Date: 2021.04.16 16:15:29 -04'00'

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

John Kent, P.E.
Senior Project Engineer
Florida Registration No. 63218

Erik Soderstrom, E.I.
Geotechnical Department Manager

Distribution: Mr. Barret Englert – Proctor & Associates General Contractors, LLC

TABLE OF CONTENTS

1.0 INTRODUCTION 4
1.1 Scope of Services 4
1.2 Project Description 4
2.0 OBSERVATIONS 4
2.1 Site Description 4
2.2 Field Exploration 5
2.3 Laboratory Testing 5
2.4 Geomorphic Conditions 6
2.5 Hydrogeological Conditions 6
3.0 ENGINEERING EVALUATION AND RECOMMENDATIONS 6
3.1 General 6
3.2 Site Preparation 7
3.3 Vibration Monitoring 8
3.4 Design of Footings 8
3.5 Settlement Estimates 8
3.6 Ground Floor Slabs 9
4.0 PAVEMENT DESIGN AND CONSTRUCTION CONSIDERATIONS 9
4.1 Pavement Design Sections 9
4.2 Compacted Subgrade or Embankment Fill 10
4.3 Stabilized Subgrade 10
4.4 Base Course 10
4.5 Flexible (Asphalt) Pavement 11
4.6 Rigid (Concrete) Pavement 11
4.7 Effects of Water 11
4.8 Construction Traffic 12
4.9 Pavement Site Preparation 12
5.0 REPORT LIMITATIONS 13
6.0 BASIS FOR RECOMMENDATIONS 13

Appendix A - Vicinity Map
Appendix B - Test Location Plan
Appendix C - Notes Related to Boring Records
Appendix D - Log of Boring Records
Appendix E - Exfiltration Test Results
Appendix F - Discussion of Soil Groups

1.0 INTRODUCTION

1.1 Scope of Services

The objective of our geotechnical services was to collect subsurface data for the subject project, summarize the test results, and discuss apparent site conditions that may have geotechnical significance for the proposed construction. The following scope of services is provided within this report:

1. Prepare boring logs depicting the soil conditions encountered during our field exploration.
2. Review the soil samples obtained during our field exploration for classification and additional testing if necessary.
3. Evaluate the existing soil conditions found during our exploration with respect to foundation support for the proposed clubhouse structure.
4. Provide recommendations for foundation support of the structure, including foundation type, maximum allowable soil bearing capacity, and bearing elevations.
5. Provide recommendations for site preparation and earthwork construction.
6. Present recommended pavement sections using assumed design criteria and parameters, including guidelines for pavement subgrade preparation.
7. Provide the results of the field exfiltration testing and laboratory permeability testing.

1.2 Project Description

Per our prior telephone discussions and email correspondence with you, GFA understands that a new clubhouse and parking area are planned for the Ocean Village Club. Based on the provided Conceptual Site Plan, the existing tennis courts and clubhouse building will be demolished to accommodate the new construction.

Specific design loads for the new structure have not been provided to GFA. For the foundation recommendations presented in this report, we assumed a maximum wall loading of 5 kips per linear foot and a maximum column load of 75 kips.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform GFA so that we may review our recommendations with respect to any modifications.

2.0 OBSERVATIONS

2.1 Site Description

The project site is located just northwest of Mainsail Drive in Fort Pierce, Florida. At the time of our field exploration, the property was developed and was occupied by two tennis courts and a

---

support building. A golf course, various condominium buildings, and the Atlantic Ocean were located adjacent to the property.

2.2 Field Exploration

Two (2) tripod standard penetration test (SPT) borings, advanced to approximate depths of 20 feet, and five (5) auger borings with hand cone penetrometer (HCP) testing, advanced to approximate depths of 5 and 6 feet below the existing ground surface, were completed for this study. In addition to the SPT and auger borings, one (1) field exfiltration test (EX-1) was performed within the designated dry stormwater retention area. Undisturbed Shelby tube soil samples were obtained adjacent to the exfiltration test site for laboratory falling head permeability testing.

The Standard Penetration Tests (SPT) were performed in general accordance with ASTM D 1586, "Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils." The SPT test procedure consists of driving a 1.4-inch I.D. split-barrel sampler into the soil profile using a 140-pound hammer falling 30 inches. The number of blows per foot, for the second and third 6-inch increment, is referred to as the N-value. The N-value has been empirically correlated with various soil properties and provides an indication of soil strength.

The auger borings were performed in general accordance with ASTM D 1452, "Standard Practice for Soil Exploration and Sampling by Auger Borings." Hand Cone Penetrometer (HCP) tests were conducted at approximate one-foot depth intervals in the auger borings. The HCP test, in conjunction with information about the soil type, is empirically correlated to the relative density of subsurface soils.

Site specific survey staking of the borings was not provided for our field exploration. The borings were located using the provided Conceptual Site Plan, GPS coordinates, and estimating distances and relationships to the existing tennis courts, pavement areas, and other landmarks at the property.

2.3 Laboratory Testing

Soil samples recovered from our field exploration were returned to our laboratory where they were visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System (ASTM D 2487). Falling head permeability tests were performed on the Shelby tube samples to obtain horizontal (k_h) and vertical (k_v) coefficients of permeability of the soils. The permeability test results are summarized in Table 2.3.2 below.

Table 2.3.1 – Permeability Test Results

Sample Location	Sample Depth (feet)	Sample Description	Coefficient of Permeability, k (ft/day) k_h	k_v
EX-1	2 - 2.5	Brown fine sand	10.8	1.8

The recovered samples were not evaluated, either visually or analytically, for chemical composition or environmental hazards. GFA will be pleased to perform these services for an additional fee, if required.

2.4 Geomorphic Conditions

The geology of the site as mapped on the USDA Soil Survey website consists of Arents, organic substratum (6) and Canaveral fine sand, 0 to 5 percent slopes (10). Since Arents are areas where the soils have been generally altered by grading, shaping, and covered with fill, the soils can be variable. Note that the Soil Survey generally extends to a maximum depth of 80 inches below ground surface and is not indicative of deeper soil conditions.

Boring logs resulting from our field exploration are presented in Appendix D - Log of Boring Records. The logs contain the soil descriptions, the standard penetration test (SPT) N-values, and the hand cone penetrometer (HCP) values logged during the drilling and sampling activities. The logs represent information from the specific boring locations only and soil conditions may vary between the strata interfaces indicated on the logs. The soil classifications and descriptions shown on the logs are based upon visual characterizations of the recovered samples using the Unified Soil Classification System. See Appendix F - Discussion of Soil Groups, for a detailed description of various soil groups.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to dense fine sand (SP), fine sand with silt (SP-SM), and silty fine sand (SM) to the termination depths.

2.5 Hydrogeological Conditions

On the dates of our field exploration (March 29 and April 7, 2021), groundwater was encountered in the borings at depths ranging from approximately 4 to 5 feet below the existing ground surface. Note that the groundwater table will fluctuate seasonally depending upon local rainfall and other site specific and/or local factors, including tidal influences from the nearby Atlantic Ocean. Brief ponding of stormwater may occur across the site after heavy or extended rainfall events.

During our field exploration, we performed one (1) auger boring and accompanying exfiltration test (EX-1) at the approximate location illustrated on the Test Location Plan in Appendix B. The test was conducted in general accordance with the South Florida Water Management District method for open hole constant head field testing. The hydraulic conductivity (K) value determined at test location EX-1 was 2.44 X 10^{-04} cfs/ft^2-ft. These test results are also presented in Appendix E - Exfiltration Test Results.

3.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

3.1 General

Our geotechnical engineering evaluation of the site and subsurface conditions at the property, with respect to the planned construction, and our recommendations for site preparation, foundation support, pavement design, and earthwork construction, are based upon (1) our site observations, (2) the field data obtained, and (3) our understanding of the project information and structural conditions as presented in this report. If the stated conditions are incorrect, or if the project description is revised, please inform GFA so that we may review our recommendations with respect to any modifications.

We note that the applicability of geotechnical recommendations is very dependent upon project characteristics, specifically (1) improvement locations, (2) grade alterations, (3) and actual applied structural loads. For that reason, GFA must be provided with and review the preliminary and final site and grading plans, and structural design loads to validate all recommendations provided in this report. Without performing this review, our recommendations should not be relied upon for final design or construction of any site improvements.

3.2 Site Preparation

GFA recommends the following compaction requirements for this project:

- Proof Roll .... 95 percent of modified Proctor
- Building Pad Fill .... 95 percent of modified Proctor
- Footings .... 95 percent of modified Proctor

The above compaction percentages are based upon the maximum dry density as determined by the modified Proctor test (ASTM D 1557). **All density tests should be performed to a depth of 2 feet below stripped surface and bottom of footings.** Density testing should be performed using either the nuclear method (ASTM D 6938) or the sand cone method (ASTM D 1556). Hand Cone Penetrometer (HCP) tests can also be performed to evaluate compaction.

Our recommendations for preparation of the site for use of shallow foundation systems are presented below. This approach to improving and maintaining site soils has been found to be successful on projects having similar soil conditions.

1. Initial site preparation should consist of removing vegetation, topsoil, near surface roots, existing pavement, and other miscellaneous debris within and to a distance of 5 feet beyond of the planned construction limits. Foundations and the below grade remains of former structures within the footprint of the new construction should also be removed. Similarly, irrigation and utility lines within the limits of the proposed construction should be removed or properly abandoned so that they will not adversely impact overlying structures.
2. Following site stripping and prior to the placement of fill, areas of surficial sand should be compacted (proof rolled) and tested. We recommend using a steel drum vibratory roller with sufficient static weight and vibratory impact energy to achieve the required compaction. Density tests should be performed on the proof rolled surface at a frequency of not less than one test per 2,500 square feet, or a minimum of three (3) tests, whichever is greater.
3. Fill material may then be placed for the building pad and general site grading, as required. The fill should be inorganic (i.e., contain less than 5 percent by weight organic material) and classified as SP, SW, GP, GW, SP-SM, SW-SM, GW-GP, or GP-GM. **GFA does not recommend using fill material having silt/clay-size soil fines contents exceeding 12 percent.** Fill should be placed in lifts having a maximum thickness of 12-inches. Each lift should be compacted and tested prior to the placement of the next lift. Density tests should be performed within the fill at a frequency of not less than one test per 2,500 square feet per lift in building areas, or a minimum of three (3) tests per lift, whichever is greater.

---

4. For foundations placed on structural fill or compacted native granular soils, the bearing subgrade should be tested for compaction and observed by an engineer or geologist or his/her representative to determine if the soil is free of organic and/or deleterious material. Density tests should be performed at a frequency of not less than one (1) density test per each isolated column footing and one (1) test per each 75 lineal feet of wall footing.
5. The contractor should consider the final grading contours contained in the project plans when executing backfilling and compaction operations.

3.3 Vibration Monitoring

Using vibratory compaction equipment at this site may disturb adjacent or nearby structures. We recommend that these structures be monitored by GFA both before and during compaction operations. A proposal for providing vibration monitoring services during earthwork construction will be provided upon request.

3.4 Design of Footings

A foundation system for any structure must be designed to resist bearing capacity failures, have settlements that are tolerable, and resist the environmental forces that the foundation may be subjected to over the life of the structure. The soil bearing capacity is the soil's ability to support loads without plunging into the soil profile. Bearing capacity failures are analogous to shear failures in structural design and are usually sudden and catastrophic.

Based on the results of the soil borings performed at the site, GFA recommends structure foundations be designed using a maximum allowable soil bearing pressure of 2,500 psf. Conventional shallow foundations and thickened-edge slab foundation systems should be embedded at least 12 inches below lowest adjacent grade. Furthermore, maintain minimum foundation widths of 18 and 24 inches for isolated strip and square footings, respectively, even if the maximum allowable soil bearing pressure is not developed in all cases.

Once site preparation has been performed in accordance with the recommendations described in this report, the soils should readily support the proposed structure bearing upon a properly designed and constructed shallow foundation system. Footings and columns should be structurally separated from the ground floor slab, as they will be loaded differently and at different times, unless a monolithic slab foundation is designed.

3.5 Settlement Estimates

Post construction settlements of the structure will be influenced by several interrelated factors, including (1) subsurface soil stratification and the strength/compressibility characteristics, (2) footing size, bearing level, applied loads, and resulting bearing pressure beneath the footings, and (3) the site preparation and earthwork construction techniques used by the contractor. Our settlement estimates for the proposed construction are based on the use of the site preparation and earthwork construction methods recommended in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlements of the proposed construction.

We expect the majority of settlement to occur in an elastic manner and fairly rapidly during construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field test data that we have correlated geotechnical strength and compressibility characteristics of the subsurface soils, we estimate that total settlements of the structure could be on the order of one (1) inch or less.

Differential settlements result from differences in applied bearing pressures and variations in the compressibility characteristics of the subsurface soils. Because of the general uniformity of the subsurface conditions and the recommended site preparation and earthwork construction methods presented in this report, we anticipate that differential settlements of the structure should be within tolerable magnitudes (0.5 inch or less).

3.6 Ground Floor Slabs

The clubhouse ground floor slab may be constructed upon existing grade or granular fill after completion of the foundation site preparation and fill placement procedures outlined in this report. We recommend that a modulus of subgrade reaction (k) of 150 pounds per cubic inch (pci) be considered during design. The floor slab should be structurally separated from walls and columns to allow for differential vertical movement, unless a monolithic slab foundation is designed.

Excessive moisture vapor transmission through foundation slabs can result in damage to floor coverings as well as cause other deleterious affects. An appropriate moisture vapor barrier should be placed beneath the slab to reduce moisture vapor from entering the structure through the slab. The barrier should be installed in general accordance with applicable ASTM procedures including sealing around pipe penetrations and at the foundation edges.

4.0 PAVEMENT DESIGN AND CONSTRUCTION CONSIDERATIONS

4.1 Pavement Design Sections

The pavement sections were designed based on assumed traffic loading criteria and previous experience with similar projects. Flexible pavement sections in this geographic area typically consist of an asphaltic wearing course, a base course, and a stabilized subgrade layer. Rigid pavements are constructed either directly upon prepared soil subgrades or upon a base course and stabilized subgrade for heavier loads.

Based on our experience and assumed traffic loading criteria, recommended pavement section thicknesses are provided in Table 4.1.1 below.

Table 4.1.1 - Design Pavement Sections

Pavement Type	Layer	Material Description	Layer Thickness Light Duty	Heavy Duty
Flexible	(A)	Asphalt Wearing Surface FDOT SP-9.5 or SP-12.5	1.5	2.5
	(B)	Base rock (minimum LBR of 100), compacted to 98 percent of modified Proctor maximum dry density	6	8
	(SSG)	Stabilized subgrade (minimum LBR of 40), compacted to 98 percent of modified Proctor maximum dry density	12	12
		STRUCTURAL NUMBER (SN)	**2.7**	**3.5**
Rigid	(C)	FDOT Portland Cement Concrete	NA	8
	(B)	Base rock (minimum LBR of 100), compacted to 98 percent of modified Proctor maximum dry density	NA	-
	(CSG)	Soil subgrade compacted to 98 percent of modified Proctor maximum dry density	NA	12

4.2 Compacted Subgrade or Embankment Fill

The subgrade or embankment fill is the layer that supports the structural pavement section. Subgrade and embankment fill should be constructed following the criteria and procedures presented in Section 4.9 of this report.

4.3 Stabilized Subgrade

The stabilized subgrade is the portion of the pavement section between the compacted subgrade (embankment fill) and the base course. The stabilized subgrade should be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180). The material should have a minimum Limerock Bearing Ratio (LBR) value of 40. Alternatively, the pavement section can be designed using native on-site soils having a lower LBR value. In this case, an LBR test of the native soils is performed and incorporated into a modified pavement design. Compliance tests should be performed on the stabilized subgrade for full depth at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater.

4.4 Base Course

The base course is the portion of the pavement section between the surface course and stabilized subgrade. In areas where separation of at least 1.5 feet between the estimated wet seasonal high groundwater table and the bottom of the base material occurs, we recommend the base course be limerock or cemented coquina having a minimum Limerock Bearing Ratio (LBR) value of 100. The base material should be obtained from an approved source. The base material should be placed in maximum 6-inch-thick lifts and compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

If the separation between the estimated wet seasonal high groundwater table and the bottom of the base material is less than 1.5 feet, we recommend that asphaltic concrete base (FDOT SP-12.5) be used in lieu of limerock or cemented coquina. The subgrade should be mechanically stabilized (compacted) to a minimum of 98 percent of modified Proctor maximum dry density (AASHTO T-180). Compliance tests should be performed on the base course at a frequency of one test per 5,000 square feet, or a minimum of two test locations, whichever is greater.

4.5 Flexible (Asphalt) Pavement

Asphalt pavement should consist of either FDOT SP-9.5 or SP-12.5 asphaltic concrete. The mixes should be a current FDOT approved design for the materials used for the project. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design specifications.

The asphalt should be compacted to meet the requirements of the latest edition of the FDOT Standard Specifications for Road and Bridge Construction. Compliance tests should be performed by obtaining cores to evaluate material thickness and density at a frequency of one test per 10,000 square feet, or a minimum of two test locations, whichever is greater.

4.6 Rigid (Concrete) Pavement

Rigid pavements should be constructed using concrete having a minimum 28-day compressive strength of 4,000 psi. Fill required to raise grades in pavement areas should be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

The pavement slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of slabs so that a small amount of independent movement can without causing structural damage. Construction and control joints should be accordance with current American Concrete Institute (ACI) and industry practices.

The pavement sections presented in this report are minimum pavement section thicknesses typically used for similar type projects. The pavement materials and construction procedures should conform to FDOT, ACI, or appropriate city/county requirements.

4.7 Effects of Water

Premature pavement section deterioration can occur due to intrusion of the wet season high groundwater table and/or improper surface water runoff management. We recommend the pavement areas be constructed to have a minimum separation of 1.5 feet between the wet season high groundwater table and the base course, regardless of the type of base material. In addition, we recommend that the parking areas be constructed with full-depth curb sections. Using either extruded curb sections, which lie directly on top of the final surface course, or eliminating the curbing entirely, may allow runoff and/or irrigation water to migrate between the base and surface course. This condition can result in the separation of the surface course from the base course, causing a rippling effect, which results in premature deterioration of the pavement.

4.8 Construction Traffic

Incomplete pavement sections or pavement areas designed for light duty traffic will not perform satisfactory under construction traffic loading. We recommend that all construction traffic (i.e., construction equipment, vehicles, etc.) either be re-routed away from these areas or the pavement sections be designed to support construction phase loading conditions.

4.9 Pavement Site Preparation

Our recommendations for preparation of the site for pavement construction are noted below. This approach to improving and maintaining site soils has been found to be successful with similar soil conditions.

1. The construction limits should be cleared, stripped, and grubbed of all construction debris and existing pavement, topsoil, vegetation, and associated root systems to depths of their vertical reaches. This should be performed within and to a distance of 5 feet beyond the limits of the pavement areas.
2. Prior to initiating fill operations, the existing ground surface should be proof-rolled and compacted as discussed in Section 3.2 of this report. After completing the proof rolling and compaction operations, density tests should be performed at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater, to confirm a minimum compaction compliance of 98 percent of modified Proctor maximum dry density (AASHTO T-180).
3. Fill material should be inorganic (classified as SP/GW) containing not more than 5 percent (by weight) fibrous organic materials. Fill material having silt/clay-size fines contents greater than 5 percent should not be used, including cyclone sand material. The fill should be placed in maximum 12-inch-thick lifts. Each lift should be compacted to a minimum density of 98 percent of modified Proctor maximum dry density (AASHTO T-180).
4. Compliance density tests should be performed within the fill at a frequency of not less than one test per 5,000 square feet per lift, or at a minimum of two test locations, whichever is greater.
5. Representative samples of both on-site and potential import materials proposed for use as fill should be obtained and tested to determine compliance with the project specifications. The testing should include moisture-density relations (AASHTO T-180) and particle size analysis.
6. The contractor should consider the final grading contours established by the site grading, paving, and drainage plans when executing backfilling and compaction operations.

5.0 REPORT LIMITATIONS

This consulting report has been prepared for the exclusive use of Proctor & Associates General Contractors, LLC and members of the design team for the planned construction at the Ocean Village Club located at 2400 S Ocean Drive in Fort Pierce Florida. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty, either express or implied, is made.

The evaluation submitted in this report is based in part upon the data collected during a field exploration. However, the nature and extent of variations throughout the subsurface profile may not become evident until construction. If variations then appear evident, it may be necessary to reevaluate information and professional opinions provided in this report. In the event changes are made in the nature, design, or location of the proposed construction, the evaluation and opinions contained in this report should not be considered valid unless the changes are reviewed, and conclusions modified or verified in writing by GFA.

GFA should be provided the opportunity to review the final civil plans, structural plans, and project specifications to determine if GFA's recommendations have been properly interpreted, communicated, and implemented. If GFA is not afforded the opportunity to participate in construction related aspects of overall site grading and foundation installation as recommended in this report or any report addendum, GFA cannot accept responsibility for the interpretation of our recommendations made in this report or in a report addendum for foundation performance.

6.0 BASIS FOR RECOMMENDATIONS

The analysis and recommendations submitted in this report are based on the data obtained from the borings performed at the locations indicated on the Test Location Plan in Appendix B. This report does not reflect any variations which may occur between borings. While the borings are representative of the subsurface conditions at their respective locations and for their vertical reaches, local variations characteristic of the subsurface soils of the region are anticipated and may be encountered. The delineation between soil types shown on the boring logs is approximate and the descriptions represent our interpretation of the subsurface conditions at the designated boring locations on the specific dates drilled.

Any third-party reliance of our geotechnical report or parts thereof is strictly prohibited without the expressed written consent of GFA International, Inc. The applicable SPT methodology (ASTM D 1586) and auger boring methodology (ASTM D 1452) used in performing our borings, and for determining penetration resistance and soil relative density, is specific to the sampling tools utilized and does not reflect the ease or difficulty to advance other tools or materials.

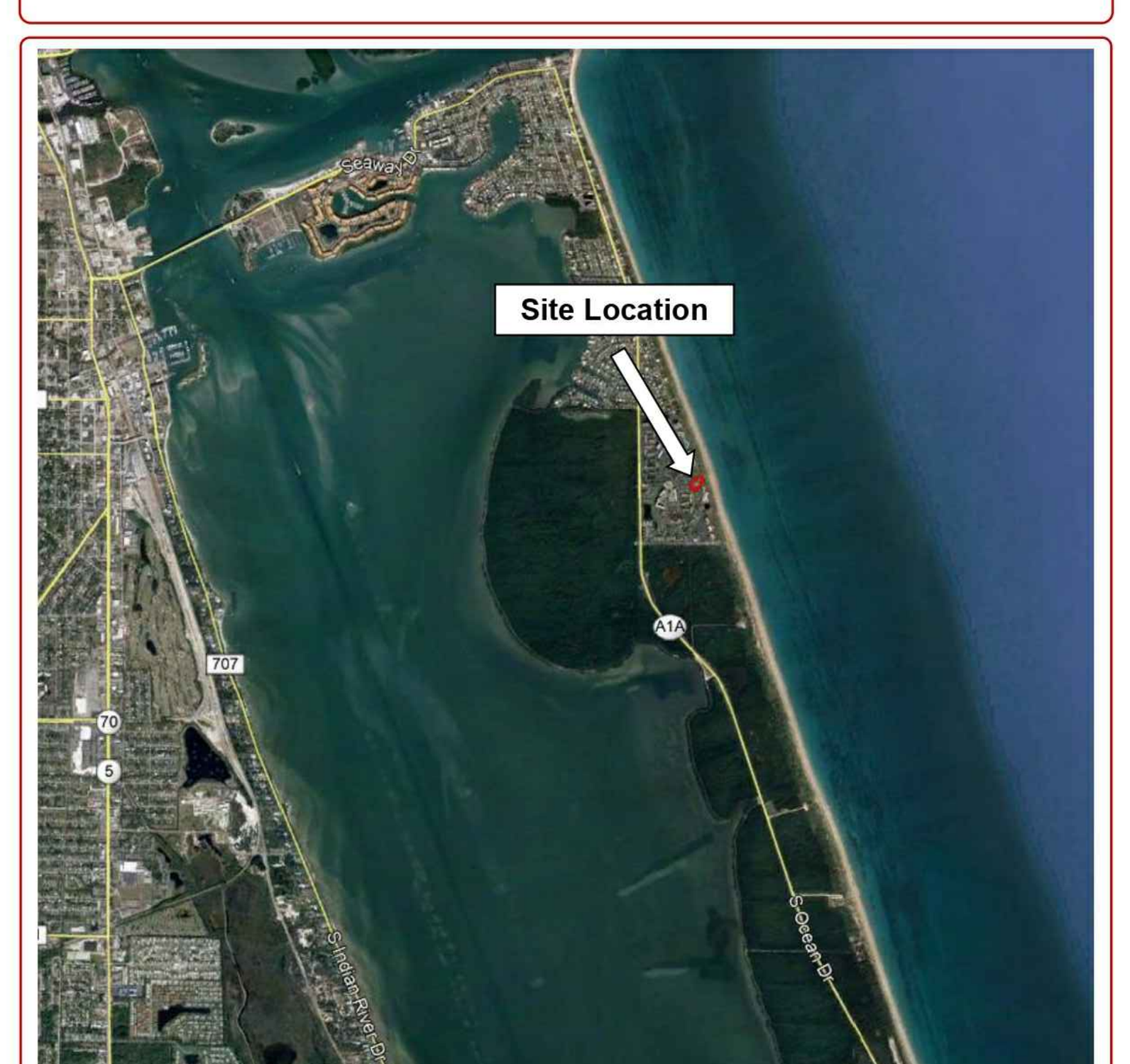
Appendix A - Vicinity Map

UNIVERSAL ENGINEERING SCIENCES

Site Vicinity Map

Ocean Village Clubhouse and Courts Replacement
2400 S Ocean Drive, Fort Pierce, Florida

PROJECT NO: 3330.2100065.0000 DRAFTED BY: JR REVIEWED BY: JK DATE: 4/9/2021



Appendix B - Test Location Plan

UNIVERSAL ENGINEERING SCIENCES

Test Location Plan

Ocean Village Clubhouse and Courts Replacement
2400 S Ocean Drive, Fort Pierce, Florida

PROJECT NO: 3330.2100065.0000 DRAFTED BY: JR REVIEWED BY: JK DATE: 4/9/2021



Legend
- Approximate 20' Standard Penetration Test Boring Locations
- Approximate Auger Boring Locations
- Approximate Exfiltration Test Location

N

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST
DESIGNED JBB DRAWN JBB
CHECKED JBB
SCALE NTS DATE 04/30/21

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

SOIL BORINGS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

DocuSigned by: Jodah Bittle A99EF7669C6C46B...

JODAH B. BITTLE
FL. REG. NO. 57396
DATE: 1/30/2023

PROJECT NO.	SHEET
21-032	04A

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

Appendix C - Notes Related to Borings

NOTES RELATED TO BORING RECORDS AND GENERALIZED SUBSURFACE PROFILES

1. Groundwater levels (if encountered) were recorded either during or following the boring completion on the date indicated. Fluctuations in groundwater levels are common - see the report text for a discussion.
2. The boring locations were identified in the field by estimated distances and offsets from existing reference marks and/or other site landmarks.
3. The completed boreholes were backfilled to adjacent site grade using drilling spoils and patched with asphalt cold mix in pavement areas.
4. The Log of Boring records represent our interpretation of soil conditions based on visual classification of the soil samples recovered from the borings.
5. The Log of Boring records are subject to the limitations, conclusions, and recommendations presented in the report text.
6. The Standard Penetration Test (SPT) N-values contained on the Log of Boring records refer to the total blow counts of a 140-pound drop hammer falling 30 inches required to drive a split-barrel sampler a total distance of 12 inches into soil strata at specific depth intervals.
7. The Hand Cone Penetrometer (HCP) values contained on Log of Boring records and the Cone Penetration Test (CPT) values contained on the Cone Penetration Sounding logs refer to the cone tip resistance recorded when pushing the cone tip into the soil strata at specific depth intervals.
8. The soil and/or rock strata interfaces shown on the Log of Boring records are approximate and may vary from those shown on the logs. The soil and/or rock descriptions shown on the Log of Boring records refer to conditions at the specific location tested. Soil/rock conditions may vary between test locations.
9. Relative density for coarse-grained soils (sands/gravels) and consistency for fine-grained soils (silts/clays) are described as follows:

Coarse Grained Soils (Sands and Gravels)				Fine Grained Soils (Silts and Clays)			
SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Relative Density	SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Consistency
0-4	0-16	0-20	Very Loose	0-2	0-20	0-3	Very Soft
5-10	17-36	21-40	Loose	3-4	21-35	4-6	Soft
11-30	37-116	41-120	Med. Dense	5-8	>35	7-12	Firm
31-50	117-196	121-200	Dense	9-15		13-25	Stiff
>50	> 196	>200	Very Dense	16-30		26-50	Very Stiff
				>30		>50	Hard

10. Grain size descriptions are as follows:

Description	Particle Size Limits
Boulder	Greater than 12 inches
Cobble	3 to 12 inches
Coarse Gravel	$^3/_4$ to 3 inches
Fine Gravel	No. 4 sieve to $^3/_4$ inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines (Silt/Clay)	Smaller than No. 200 sieve

11. Definitions for modifiers used in soil/rock descriptions:

Proportion	Modifier	Approximate Root Diameter	Modifier
<5%	Trace	Less than $^1/_{32}$"	Fine roots
5% to 12%	Little	$^1/_{32}$" to $^1/_4$"	Small roots
12% to 30%	Some	$^1/_4$" to 1"	Medium roots
30% to 50%	And	Greater than 1"	Large roots

Organic Soils: Soils containing vegetative tissue in various stages of decomposition having a fibrous to amorphous texture. Usually having a dark brown to black color and an organic odor.
Organic Content Modifiers: <25%: Slightly to Highly Organic; 25% to 75%: Muck; >75%: Peat

UNIVERSAL ENGINEERING SCIENCES

Appendix D - Log of Boring Records

UNIVERSAL ENGINEERING SCIENCES

LOG OF BORING B-1
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft HOLE DIAMETER 3 in
DRILLER PM/LC/RV/MJ
DATE STARTED 4/7/21 COMPLETED 4/7/21
DRILL RIG Tripod
GROUND WATER LEVEL: ▽ AT TIME OF DRILLING 4.00 ft
METHOD SPT
LATITUDE LONGITUDE
NOTE:
HAMMER TYPE

Depth (ft)	Sample Number	Blow Counts	N Value	Material Description
0.0–0.2				Tennis Court top (2")
0.2–0.8				Base rock (6")
0.8–2.0	1	80 70		Light brown fine sand (SP)
2.0–9.5	2	30 50		Gray fine sand, trace shell (SP)
	3	13 15 10 7	25	
	4	5 8 10 10	18	
	5	11 9 10 8	19	
9.5–13.5				Gray silty fine sand (SM)
13.5–18.5	6	9 14 12	26	Gray silty fine sand, trace shell (SM)
18.5–20.0	7	25 37 25	62	Gray fine sand, little shell (SP)

Bottom of borehole at 20.0 feet.

SPT LOGS - GFA DATA TEMPLATE.GDT - 4/9/21 14:47 - Z:\PROJECTS_UES PROJECT SETUP\3330.2100065.0000 - OCEAN VILLAGE CLUB PROJECT - GEO\21-6471.00 - OCEAN VILLAGE PROJECT - GEO\GEO\APPENDICES NORMAL\SPT LOGS.GPJ

LOG OF BORING B-2
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft HOLE DIAMETER 3 in
DRILLER PM/LC/RV/MJ
DATE STARTED 4/7/21 COMPLETED 4/7/21
DRILL RIG Tripod
GROUND WATER LEVEL: ▽ AT TIME OF DRILLING 4.00 ft
METHOD SPT
LATITUDE LONGITUDE
NOTE:
HAMMER TYPE

Depth (ft)	Sample Number	Blow Counts	N Value	Material Description
0.0–0.2				Tennis Court top (2")
0.2–0.8				Base rock (6")
0.8–5.5	1	80 80		Brown fine sand (SP)
	2	80 80		
	3	5 5 6 11	11	
5.5–13.5	4	10 11 16 14	27	Gray fine sand, trace shell (SP)
	5	10 14 9 9	23	
13.5–20.0	6	12 12 13	25	Gray fine sand, little shell (SP)
	7	24 29 30	59	

Bottom of borehole at 20.0 feet.

LOG OF BORING AB-1
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DATE STARTED 3/29/21 COMPLETED 3/29/21
LATITUDE LONGITUDE
DRILLING CONTRACTOR Universal Engineering Sciences
GROUND WATER LEVELS:
DRILLING METHOD Auger Boring
▽ AT TIME OF DRILLING 5.00 ft
DRILLER JB/RV/MJ
AT END OF ---
NOTES
ESHGT

Depth (ft)	Hand Cone Penetrometer (HCP) (tsf)	Material Description
0.0–3.0	80, 70, 70	Light brown fine sand (SP)
3.0–4.0	80	Brown fine sand (SP)
4.0–4.5		Gray fine sand, little shell and rock (SP)
4.5–5.0	80	Gray fine sand, trace shell, little rock (SP)

Bottom of borehole at 5.0 feet.

LOG OF BORING AB-2
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DATE STARTED 3/29/21 COMPLETED 3/29/21
LATITUDE LONGITUDE
DRILLING CONTRACTOR Universal Engineering Sciences
GROUND WATER LEVELS:
DRILLING METHOD Auger Boring
▽ AT TIME OF DRILLING 5.00 ft
DRILLER JB/RV/MJ
AT END OF ---
NOTES
ESHGT

Depth (ft)	Hand Cone Penetrometer (HCP) (tsf)	Material Description
0.0–3.5	80, 70, 60	Brown fine sand (SP)
3.5–5.0	40, 40	Gray fine sand (SP)
5.0–6.0	40	Brown fine sand with silt (SP-SM)

Bottom of borehole at 6.0 feet.

LOG OF BORING AB-3
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DATE STARTED 3/29/21 COMPLETED 3/29/21
LATITUDE LONGITUDE
DRILLING CONTRACTOR Universal Engineering Sciences
GROUND WATER LEVELS:
DRILLING METHOD Auger Boring
▽ AT TIME OF DRILLING 5.00 ft
DRILLER JB/RV/MJ
AT END OF ---
NOTES
ESHGT

Depth (ft)	Hand Cone Penetrometer (HCP) (tsf)	Material Description
0.0–3.0	80, 80, 70	Brown fine sand (SP)
3.0–5.0	70, 80	Gray fine sand, little shell and rock (SP)

Bottom of borehole at 5.0 feet.

LOG OF BORING AB-4
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DATE STARTED 3/29/21 COMPLETED 3/29/21
LATITUDE LONGITUDE
DRILLING CONTRACTOR Universal Engineering Sciences
GROUND WATER LEVELS:
DRILLING METHOD Auger Boring
▽ AT TIME OF DRILLING 5.00 ft
DRILLER JB/RV/MJ
AT END OF ---
NOTES
ESHGT

Depth (ft)	Hand Cone Penetrometer (HCP) (tsf)	Material Description
0.0–4.5	70, 70, 60, 60	Brown fine sand (SP)
4.5–6.0	80, 80	Gray fine sand, little shell (SP)

Bottom of borehole at 6.0 feet.

LOG OF BORING AB-5
PAGE 1 OF 1

Universal Engineering Sciences
607 NW Commodity Cove
Port Saint Lucie, Florida 34986
(772) 924-3575

CLIENT Proctor & Associates General Contractors, LLC
PROJECT NAME Ocean Village Clubhouse & Courts Replacement
PROJECT NUMBER 3330.2100065.0000
PROJECT LOCATION 2400 S Ocean Drive, Fort Pierce, Florida
DATE STARTED 3/29/21 COMPLETED 3/29/21
LATITUDE LONGITUDE
DRILLING CONTRACTOR Universal Engineering Sciences
GROUND WATER LEVELS:
DRILLING METHOD Auger Boring
▽ AT TIME OF DRILLING 5.00 ft
DRILLER JB/RV/MJ
AT END OF ---
NOTES
ESHGT

Depth (ft)	Hand Cone Penetrometer (HCP) (tsf)	Material Description
0.0–5.0	80, 60, 60, 60, 70	Brown fine sand (SP)
5.0–6.0	80	Gray fine sand, trace shell (SP)

Bottom of borehole at 6.0 feet.

Appendix E - Hydraulic Conductivity Results

GFA International — Since 1988 — Florida's Leading Engineering Source

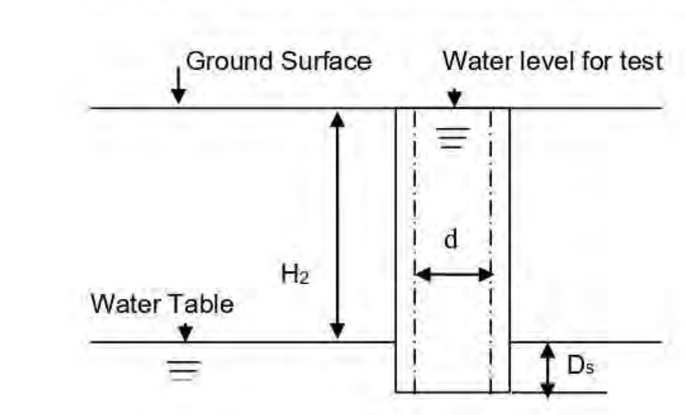
EXFILTRATION TEST REPORT
South Florida Water Management District - Usual Open Hole Test

Client: Proctor & Associates General Contractors, LLC
Project No: 3330.2100065.0000
Project: Ocean Village Club, 2400 S Ocean Drive, Fort Pierce, Florida
Test Date: 4/16/2021
Technician: PM

SOIL PROFILE

Test Location: EX-1	Depth (feet)	Soil Description	HCP
	0 - 2	Dark brown fine sand, trace silt (SP)	60
	2 - 6	Light brown fine sand, trace shell (SP)	70
			80
			80
			80
			80
	Depth to Water Table from Ground Surface (feet)		2.3

CALCULATION OF HYDRAULIC CONDUCTIVITY



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2d)}$$

K	Hydraulic Conductivity (cfs/ ft^2 – ft head)	2.44 x 10^{-04}
Q	Stabilized Flow Rate (cubic ft per second)	2.90 x 10^{-03}
d	Diameter of Test Hole (feet)	0.33
H_2	Depth to Water Table (feet)	2.3
D_s	Saturated Hole Depth (feet)	3.7
Notes:		

GFA

Appendix F - Discussion of Soil Groups

UNIVERSAL ENGINEERING SCIENCES

DISCUSSION OF SOIL GROUPS

COARSE GRAINED SOILS

General. A soil is classified as coarse-grained if more than 50 percent of a representative sample of the material is retained on the No. 200 sieve.

GW and SW Groups. These groups comprise well-graded gravelly and sandy soils containing little or no plastic fines (less than 5 percent passing the No. 200 sieve). The low fines content does not noticeably change the shear strength characteristics of these soils and does not interfere with their free-draining characteristics.

GP and SP Groups. Poorly graded gravels and sands containing little or no plastic fines (less than 5 percent passing the No. 200 sieve) are in the GP and SP groups. The materials can be called uniform gravels, uniform sands, or non-uniform mixtures of very coarse materials and very fine sand, with intermediate sizes lacking (sometimes called skip-graded, gap-graded, or step-graded). This last group often results from borrow pit excavation in which gravel and sand layers are mixed.

GM and SM Groups. In general, the GM and SM groups comprise gravels or sands with fines (more than 12 percent passing the No. 200 sieve) having little or no plasticity. The plasticity index and liquid limit of soils in these groups plot below the "A" line on the plasticity chart. The gradation of the material is not considered significant and both well and poorly graded materials are included.

GC and SC Groups. In general, the GC and SC groups comprise gravelly or sandy soils containing fines (more than 12 percent passing the No, 200 sieve) having plasticity characteristics. The plasticity index and liquid limit of soils in these groups plot above the "A" line on the plasticity chart.

FINE GRAINED SOILS

General. A soil is classified as fine-grained if more than 50 percent of a representative sample of the material passes the No. 200 sieve.

ML and MH Groups. These groups comprise inorganic silts (ML) and elastic silts (MH) having either low (L) or high (H) liquid limits, respectively. ML soils have a liquid limit of less than 50 while MH soils have a liquid limit of 50 and greater. Silts and elastic silts can also contain varying amounts of sand and gravel. Also included in this group are loess sediments and rock flours.

CL and CH Groups. These groups comprise low plasticity (lean) clays (CL) and medium to high plasticity (fat) clays (CH) having either low (L) or high (H) liquid limits, respectively. CL soils have a liquid limit of less than 50 while CH soils have a liquid limit of 50 and greater. The low plasticity clays can also be sandy clays or silty clays. The moderate to high plasticity clays can also be sandy clays and include some volcanic clays.

UNIVERSAL ENGINEERING SCIENCES

OL and OH Groups. These groups comprise organic silts and clays. The soils are characterized by the presence of organic odor and/or dark color. The OL and OH soils are differentiated by determining and comparing their liquid limit values before and after oven drying representative soil samples.

HIGHLY ORGANIC SOILS

The highly organic soils are usually very soft and compressible and have undesirable construction characteristics. Particles of leaves, grasses, branches, or other fibrous vegetative matter are common components of these soils. They are not subdivided and are classified into one group with the symbol PT. Peat humus and swamp soils with a highly organic texture are typical soils of the group.

UNIVERSAL ENGINEERING SCIENCES

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST
DESIGNED JBB DRAWN JBB
CHECKED JBB
SCALE NTS DATE 04/30/21

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

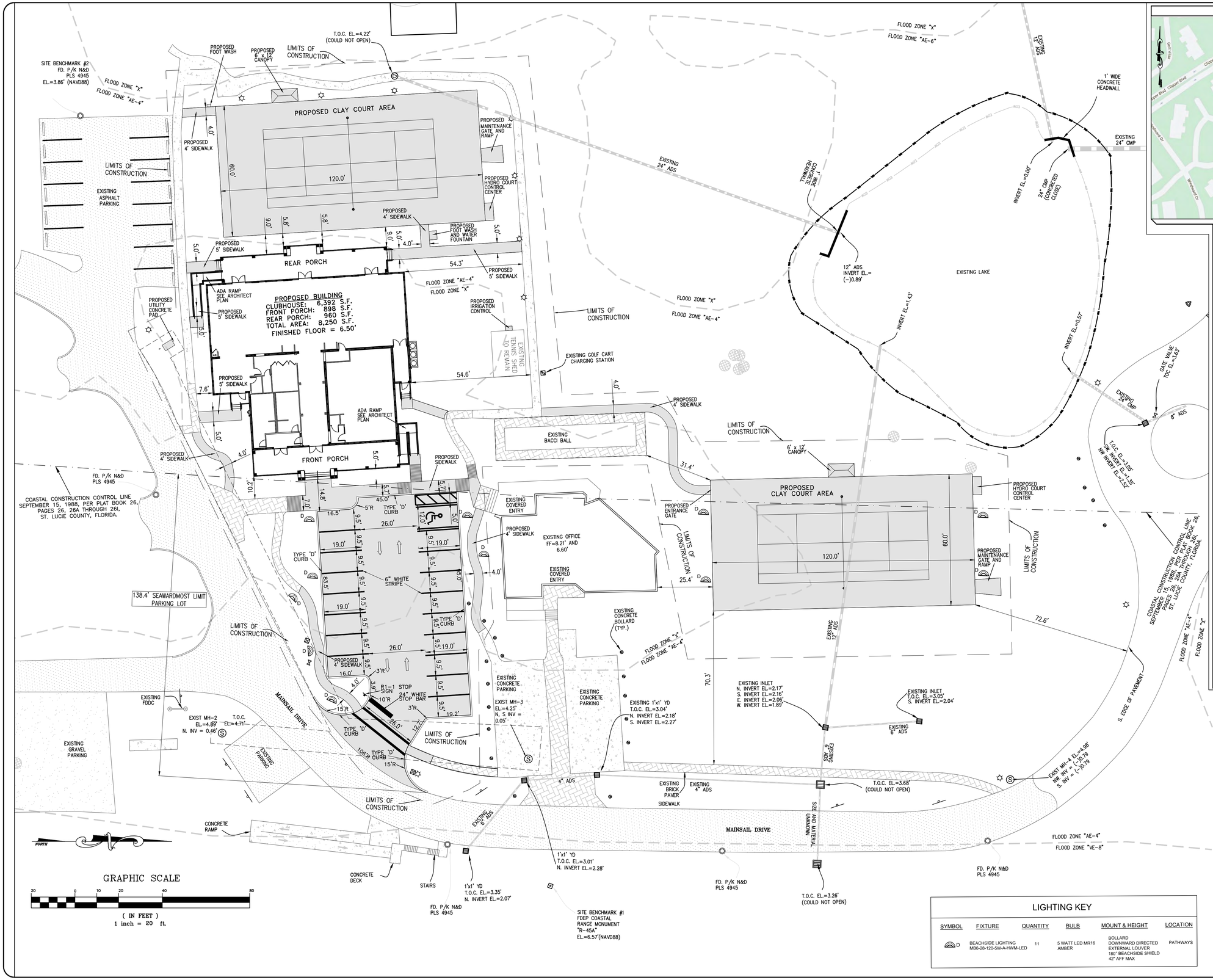
SOIL BORINGS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION
JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER
DocuSigned by: Jodah Bittle
A99EF7669C6C46B...
JODAH B. BITTLE
FL. REG. NO. 57396
DATE: 1/30/2023

PROJECT NO.	SHEET
21-032	04B

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

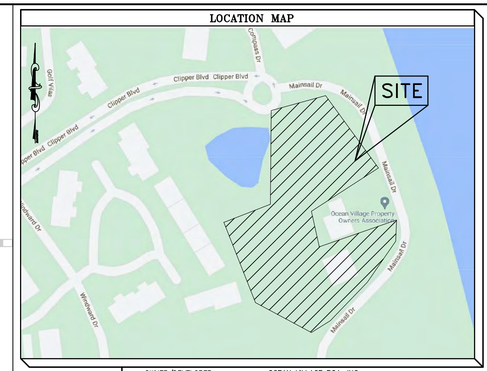


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LOCATION MAP



OWNER/DEVELOPER	OCEAN VILLAGE POA, INC. 2400 SOUTH OCEAN DRIVE FT. PIERCE, FL 34949
ENGINEER	SCHULKE, BITTLE & STODDARD, L.L.C. JODAH B. BITTLE, P.E. 57396 1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FL 32960 (772) 770-9622
SURVEYOR:	MERIDIAN LAND SURVEYORS 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 PHONE (772) 794-1213
EXISTING USE	CLUBHOUSE WITH RACQUET COURTS
PROPOSED USE	CLUBHOUSE WITH RACQUET COURTS
PROJECT LOCATION	WEST SIDE OF MAINSAIL DRIVE AND SOUTH OF CLIPPER BOULEVARD
SITE ADDRESS	SURFSIDE DRIVE, FT. PIERCE, FL
PARCEL I.D. NUMBER	2507-321-0001-000-5
CURRENT LAND USE	HIR (HUTCHINSON ISLAND RESIDENTIAL)
CURRENT ZONING	R-4A (HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL)
PROPOSED ZONING	R-4A (HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL)
PHASING PLAN	PHASE 1: NEW CLUBHOUSE, ADDITION TO EXISTING TENNIS COURT, SIDEWALKS AND ADDITIONAL PARKING AREA PHASE 2: PROPOSED TWO ADDITIONAL TENNIS COURTS AND SIDEWALK CONNECTION FROM CLUBHOUSE TO TENNIS COURTS

DEVELOPMENT PARAMETERS :	EXISTING R-4A ZONING	PROPOSED DEVELOPMENT
MIN. LOT AREA	5,000 SF PER UNIT	40.02 ACRES
MIN. OVERALL LOT WIDTH	75'	>75'
MIN. INTERIOR LOT DEPTH	70'	>70'
MIN. YARD SETBACKS:		
FRONT (WEST)	25'	N/A
SIDE (NORTH)	10'	N/A
SIDE (SOUTH)	10'	N/A
REAR (WEST)	20'	N/A
MAX. LOT COVERAGE BY BLDGS	40%	8.5%
MIN. OPEN SPACE	25%	41%
MAX. IMPERVIOUS AREA	75%	59%
MAXIMUM DENSITY	8 UNITS/ACRE	N/A
MAX. BLDG. HEIGHT	45'	20'

AREA CALCULATIONS:	EXISTING			PROPOSED (BASED ON LIMITS OF CONSTRUCTION)		
SITE AREAS:						
DEVELOPABLE AREA:	1,743,271 SF	40.02 AC		1,743,271 SF	40.02 AC	
LIMITS OF CONSTRUCTION:	75,542 SF	1.73 AC		75,542 SF	1.73 AC	100.0%
IMPERVIOUS AREA:	26,455 SF	0.60 AC		44,583 SF	1.02 AC	59.0%
EXIST. BUILDING AREA:	2,370 SF	0.05 AC		0 SF	0.00 AC	0.0%
EXIST. PAVING, CONC.:	24,085 SF	0.55 AC		9,567 SF	0.22 AC	12.7%
PROP. BUILDING AREA::	0 SF	0.00 AC		6,426 SF	0.15 AC	8.5%
PROP. PAVING, CONC.:	0 SF	0.00 AC		28,590 SF	0.66 AC	37.8%
PERVIOUS AREA:	49,087 SF	1.13 AC		30,959 SF	0.71 AC	41.0%
GREEN SPACE:	49,087 SF	1.13 AC		30,959 SF	0.71 AC	41.0%

NATIVE VEGETATION/PRESERVATION:
NO NATIVE AREA. SITE IS GRASS WITH TREES AND SHRUBS

PARKING CALCULATIONS:
EXISTING: RECREATION/CLUBHOUSE: 1 SPACE PER 200 SF
EXISTING 2,370 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
2,370 SF X 1 SPACES / 200 SF = 12 SPACES
14 EXISTING PARKING SPACES TO THE SOUTH OF CLUBHOUSE

PROPOSED: RECREATION/CLUBHOUSE: 2 SPACE PER 200 SF
PROPOSED 6,426 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
6,426 SF X 1 SPACES / 200 SF = 32 SPACES

PROVIDED: 14 EXISTING PARKING SPACES
18 PROPOSED PARKING SPACES
32 TOTAL PARKING SPACES

CONSTRUCTION SCHEDULE:

PHASE	DATE OF COMMENCEMENT	DATE OF COMPLETION
1	11/21	11/22
2	1/24	1/25

LIGHTING KEY

SYMBOL	FIXTURE	QUANTITY	BULB	MOUNT & HEIGHT	LOCATION
D	BEACHSIDE LIGHTING MB6-28-120-5W-A-HWM-LED	11	5 WATT LED MR16 AMBER	BOLLARD DOWNWARD DIRECTED EXTERNAL LOUVER 180° BEACHSIDE SHIELD 42" AFF MAX	PATHWAYS

MB6 Fixture D

The MB6 is a classic-style bollard for concrete installation. MB-series bollards set the standard for durable, corrosion-resistant walkway lighting. The lamp is protected by a threaded glass lens. An internal brass collar with stainless steel mounting hardware helps ensure stability.

Wildlife Lighting Certification Number 2015-012



Construction Cast brass shade and louver assembly, .4" diameter brass tube x 0.090" wall thickness. (10.2 cm x 2.3 cm)

Mounting Concrete-mounted fixture uses 3/8" stainless steel anchor bolts through an internal brass mounting collar. Stainless steel hex nuts and washers below collar allow for leveling.

Lens Vapor-proof, tempered glass with threaded fitter.

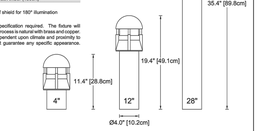
Shaft Height __ 4 4" [10 cm] __ 12 12" [30 cm] __ 28 28" [71 cm] Standard

Voltage / Lamp Options

12V	MR16 LED + GU5.3 + Remote transformer required	
One-piece	5W-A	5 Watt Amber (1500K)
120V / 230V	MR16 LED + GU10	
One-piece	5W-A	5 Watt Amber (1500K)

Accessory __ HSM-LED Half shield for 180° illumination

Finishes: Unfinished is standard; no specification required. The fixture will weather to a natural patina. The patina process is natural with brass and copper. Rate of patina and eventual color is dependent upon climate and proximity to the ocean. Thus, Beachside does not guarantee any specific appearance.



Weight: 22 lbs / 10 kg (28" shaft)

IP66
CSA Listed, file # 190030
2 year fixture warranty
3 year warranty on MR16 LED lamps

MADE IN USA

MB6 Footcandles at Radius from Fixture Base with Standard 28" Shaft Height

Lamp	1' / 30cm	2' / 61cm	3' / 91cm	4' / 122cm	5' / 152cm	6' / 183cm	7' / 213cm	8' / 244cm	9' / 274cm	10' / 305cm
5W-A	0.08	0.17	0.22	0.20	0.15	0.10	0.06	0.04	0.03	0.02

Project		By	Date

For ordering purposes, please specify (example: MB6—28—12V—5W-A—HSM-LED)

MB6	—	—	5W-A	—	
Fixture	Shaft Height	Voltage	Lamp	Accessory	

BEACHSIDE LIGHTING • 800-405-8702 • www.beachsidelighting.com

December 2017

MARK	REVISION	DATE
1	REVISED PER COPP AND FDEP	10/07/21
2	REVISED PER COPP AND FDEP	01/12/22
3	REVISED PER NEW CLUBHOUSE	01/10/23

DRAWING 21-032 CONST
DESIGNED JBB | DRAWN JBB
CHECKED JBB | DATE 04/30/21
SCALE 1"=20'

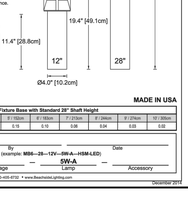
THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN AUTHORIZATION OF THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

SITE PLAN

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION



JODAH B. BITTLE
FL. REG. NO. 57396

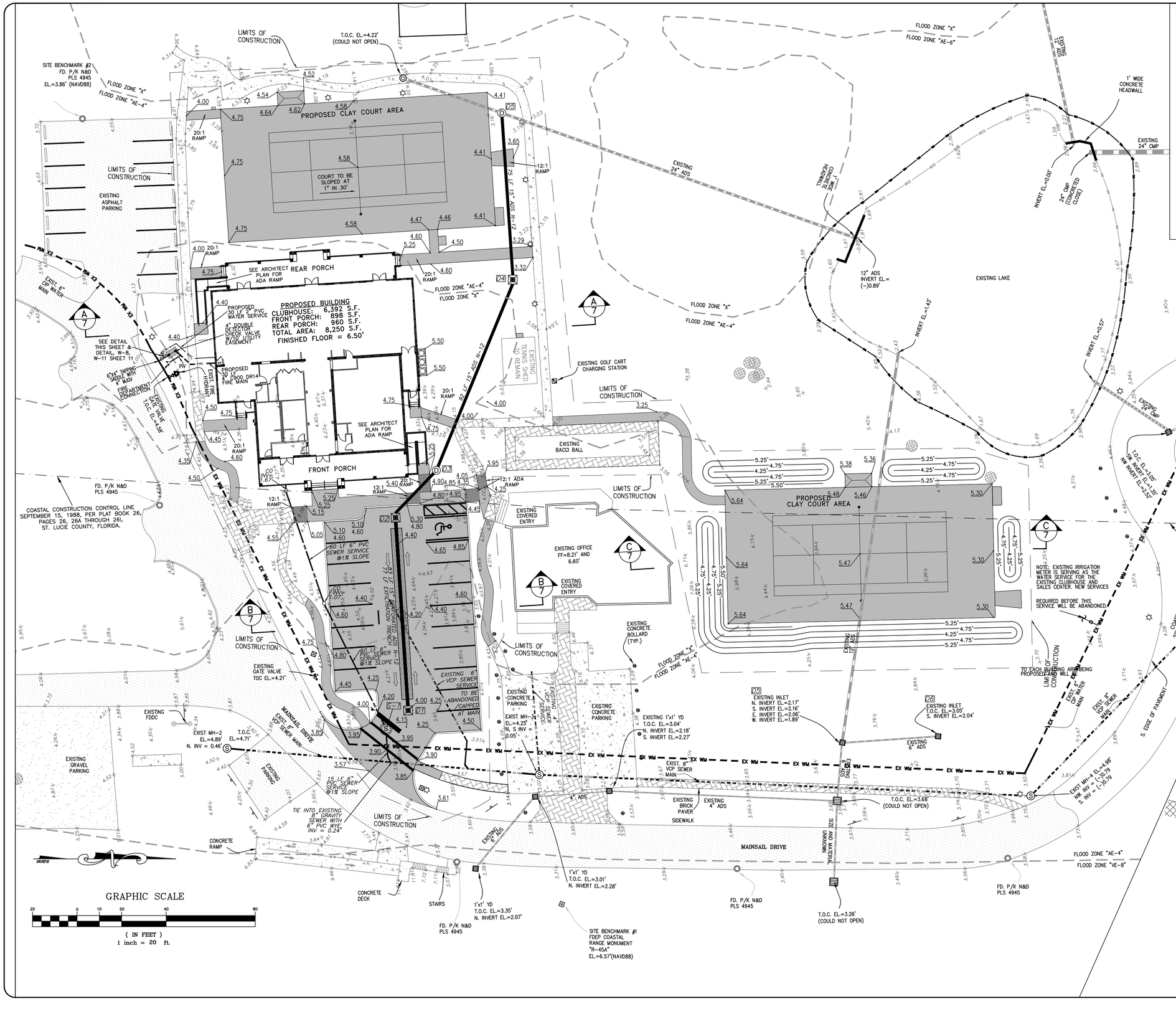
DocuSigned by:
Jodah Bittle
7E58E7765BC4BB...

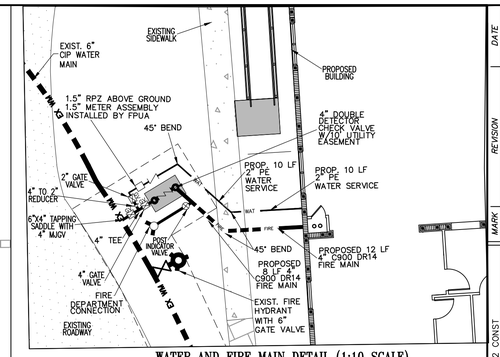
DATE: 1/30/2023

PROJECT NO. 21-032

SHEET 05

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC





WATER AND FIRE MAIN DETAIL (1:10 SCALE)

PROPOSED DRAINAGE STRUCTURES

D1	MODIFIED TYPE 'C' INLET TOP =4.00' W. INV = 0.50'	D5	JUNCTION MANHOLE TOP =3.20' N. INV = (-)0.50' S. INV = (-)0.50' E. INV = (-)0.50' NOTE: CONTRACTOR TO FIELD VERIFY EXISTING PIPE INVERT BEFORE ORDERING STRUCTURE. REPORT TO ENGINEER.
D2	SEE DETAIL ON SHEET 08	D6	EXISTING INLET N. INVERT EL=2.17' S. INVERT EL=2.16' E. INVERT EL=2.06' W. INVERT EL=1.89'
D3	JUNCTION MANHOLE TOP =5.00' SE. INV = 0.75' NW. INV = 0.75'	D7	EXISTING INLET T.O.C. EL=3.05' S. INVERT EL=2.04'
D4	24" ADS YARD DRAIN TOP =3.00' W. INV = 0.00' SE. INV = 0.00'		

NOTE: CONTRACTOR TO VERIFY ALL EXISTING PIPE ELEVATIONS BEFORE CONSTRUCTING PROPOSED INLETS AND REPORT TO ENGINEER WITH ELEVATIONS.

PROPOSED SEWER STRUCTURES

S-1 PROPOSED SEWER MANHOLE
TOP = 4.05'
E. INV = 0.37'
W. INV = 0.47'

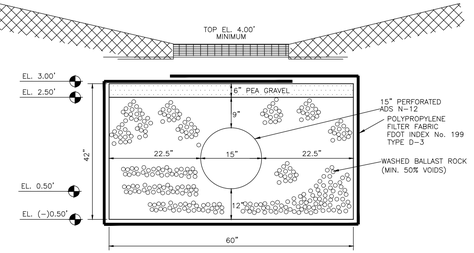
HATCH LEGEND

PROPOSED CONCRETE OR BRICK PAVERS

PROPOSED CONCRETE

LEGEND

EX SAN — EX SAN — EXISTING SANITARY SEWERLINE
SAN — SAN — PROPOSED SANITARY SEWERLINE
EXISTING DRAINAGE PIPE
PROPOSED DRAINAGE PIPE
EX WM — EX WM — EXISTING WATER MAIN
WAT — WAT — PROPOSED WATER MAIN
SF — SF — SF — FILTER FENCE/SEDIMENT BARRIER
EXISTING WOOD FENCE
PROPOSED FENCE
24.45 PROPOSED SPOT ELEVATION AT EOP/SIDEWALK
25.0 PROPOSED GRADE / CONTOUR
PROPOSED DRAINAGE FLOW DIRECTION
9.0'R PROPOSED EOP RADIUS
PROPANE 1,000 GAL UNDERGROUND PROPANE TANK
24" ADS YARD DRAIN
STORMTECH DRAIN
PROPOSED WALL
TRENCH DRAIN
STREET LIGHT
MODIFIED TYPE 'C' INLET
JUNCTION MANHOLE
DS-1 DRAINAGE STRUCTURE LABEL
FIRE HYDRANT
PROPOSED SIGN
S SEWER MANHOLE



NOTE: FILTER FABRIC SHALL BE SUBSURFACE DRAINAGE TYPE SECTION 985. ALL FILTER FABRIC JOINTS SHALL LAP A MINIMUM OF ONE (1) FOOT MEETING THE REQUIREMENTS OF FDOT STANDARDS.

NOTE: A THREE FOOT SEGMENT OF SOLID PIPE IS REQUIRED ADJACENT TO THE DRAINAGE BASIN

EXFILTRATION TRENCH DETAIL

N.T.S.

MARK	REVISION	DATE
1	REVISED PER CCPP AND FDEP	10/07/21
2	REVISED PER CCPP AND FDEP	01/12/22
3	REVISED PER NEW CLUBHOUSE	01/10/23

DRAWING 21-032 CONST
DESIGNED JBB | DRAWN JBB
CHECKED JBB | DATE 04/30/21
SCALE 1"=20'

THE DRAWINGS ARE THE PROPERTY OF SCHULKE, BITTLE & STODDARD, L.L.C. AND WERE PREPARED FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS WITHOUT THE WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED TO THE FULLEST EXTENT OF COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

PAVING, GRADING & DRAINAGE PLAN

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

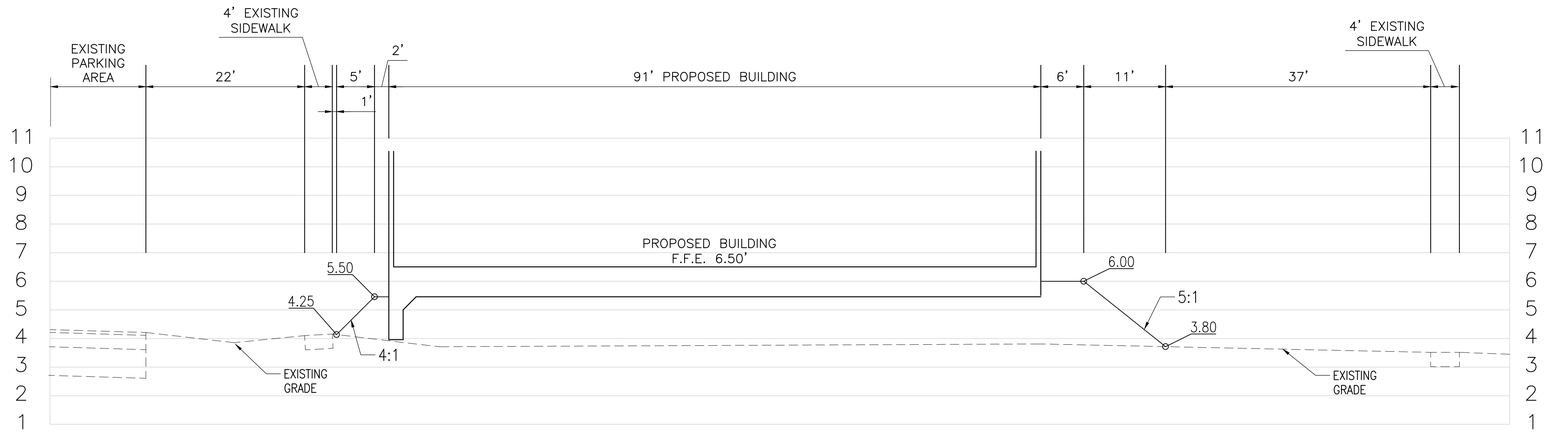
JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by: Jodah Bittle
2305F7595FBC4B0...

JODAH B. BITTLE
FL REG. NO. 57396
DATE: 1/30/2023

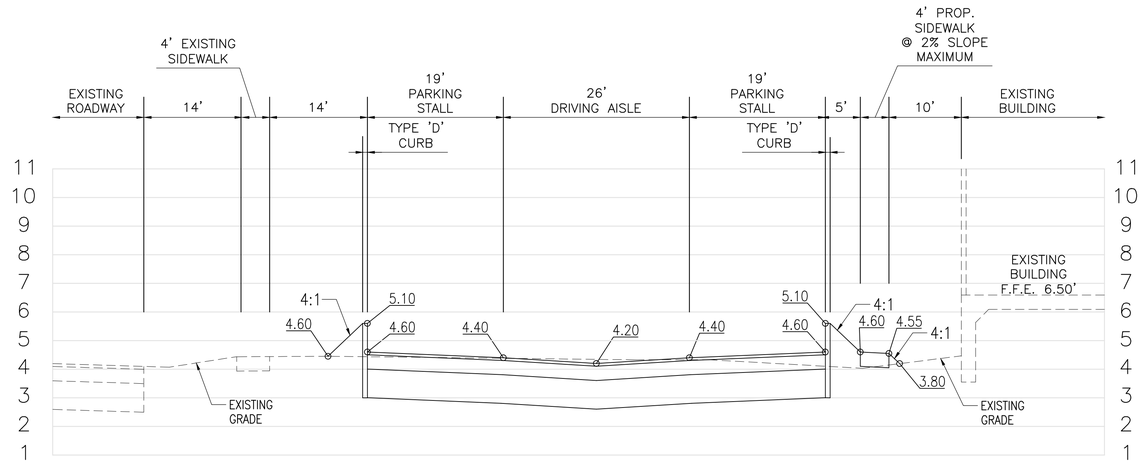
PROJECT NO. 21-032 | SHEET 06

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC



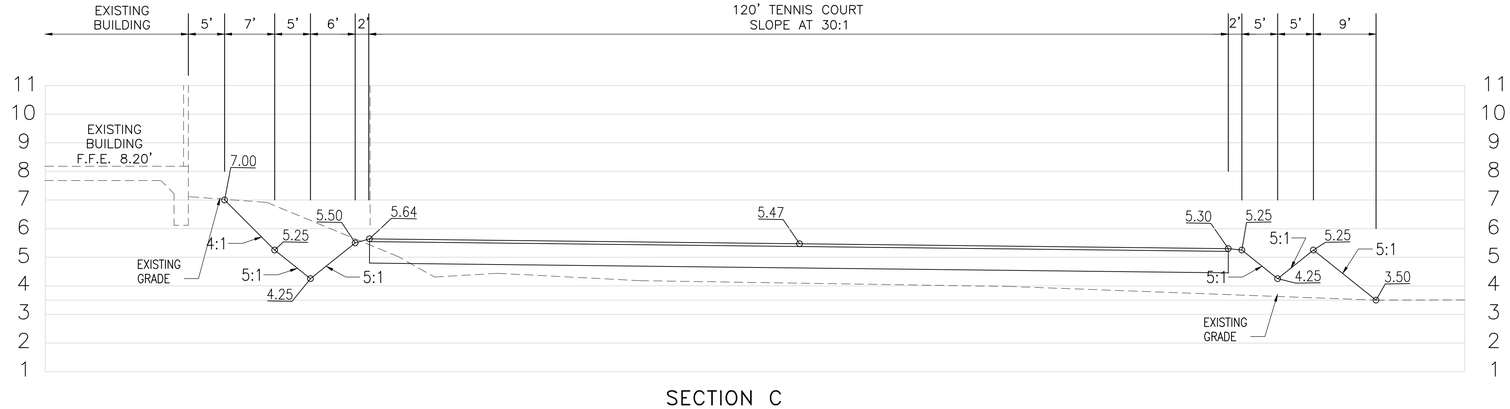
SECTION A

SCALE: NTS



SECTION B

SCALE: NTS



SECTION C

SCALE: NTS

MARK	REVISION	DATE
1	REVISED PER COPP AND FDEP	10/07/21
2	REVISED PER COPP AND FDEP	01/12/22
3	REVISED PER NEW CLUBHOUSE	01/10/23

DRAWING 21-032 CONST
DESIGNED JBB | DRAWN JBB
CHECKED JBB
SCALE NTS | DATE 04/30/21

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

CROSS SECTION

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

JODAH B. BITTLE LICENSE No 57398 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by: Jodah Bittle A996F7669C6C45B...

JODAH B. BITTLE
FL REG. NO. 57398
DATE: 1/30/2023

PROJECT NO.	SHEET
21-032	07

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

SPECIFICATIONS - CLEARING/GRADING/PAVING/DRAINAGE/UTILITY CONSTRUCTION

GENERAL
IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST REVISIONS, BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT. IN ADDITION THE CONTRACTOR SHALL REFER TO THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST REVISIONS. IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE STANDARD SPECIFICATIONS, ALSO.
ALL WORK SHALL BE IN A WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.
THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE CONSTRUCTED WORK.
THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CLEARING/GRUBBING
THE CONTRACTOR SHALL COMPLETELY REMOVE AND DISPOSE OF ALL BUILDING, TIMBER, BRUSH, STUMPS, ROOTS, RUBBISH, DEBRIS, INCLUDING SEPTIC TANK, BUILDING FOUNDATIONS, PIPES, ETC., WITHIN THE LIMITS OF THE ROADWAY CONSTRUCTION. ALL AREAS WHERE STRUCTURES WILL BE CONSTRUCTED INCLUDING PIPE CULVERTS, AND AS OTHERWISE DEPICTED IN THE PLANS, ALL IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

GRADING
THE CONTRACTOR SHALL PERFORM ALL GRADING NECESSARY TO ACHIEVE THE PROPOSED PLAN GRADES. FINAL DRESSING SHALL HAVE A TOLERANCE OF 0.1 FT.+- FROM THE PLAN CROSS SECTIONS. GRADING SHALL INCLUDE ALL SHAPING, ROUGH GRADING, AND FINAL DRESSING REQUIRED FOR THE PROPOSED ROADWAY AND ROAD EMBANKMENTS WITHIN THE LIMITS DEPICTED IN THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE FINISHED GRADES UNTIL CONTRACT CLOSE-OUT, AND MUST RE-GRADE AS REQUIRED WHEN EROSION OR OTHER DISTURBANCES OCCUR. SEED/MULCH AND/OR SODDING SHALL BE INCORPORATED TO ASSIST IN THIS REGARD. HOWEVER, ANY LOSS OF SOD OR SEED/MULCH DURING THESE OCCURRENCES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.

SOD:
SOD SHALL BE ST. AUGUSTINE OR ARGENTINE BAHIA - AS NOTED ON THE LANDSCAPE PLANS OR CONTRACT DOCUMENTS. SOD SHALL BE WELL MATTED WITH ROOTS AND SHALL BE SUFFICIENTLY THICK TO SECURE A DENSE STAND OF LIVE GRASS. THE SOD SHALL BE LIVE, FRESH AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE REASONABLY FREE OF WEEDS AND OTHER GRASSES. THE RECEIVING GROUND SURFACE SHALL BE GRADED TO PROPER ELEVATIONS, FREE OF LARGE VOIDS, ROOTS, WEEDS OR PATCHES OF EXISTING GRASS. UPON LAYING, THE ENTIRE AREA SHALL BE ROLLED THOROUGHLY. ALL SODDED AREAS ARE TO BE WATERED TO KEEP SOD ALIVE UNTIL THE CONTRACTOR IS CLOSED OUT, DEAD SOD SHALL BE REPLACED BY CONTRACTOR.

EMBANKMENT CONSTRUCTION
ROADWAY EMBANKMENT CONSTRUCTION SHALL CONSIST OF ALL THE EMBANKMENT CONSTRUCTION REQUIRED FOR THE PROPOSED ROADWAY AND/OR PARKING LOT, BUILDING PADS, DITCHES AND SWALES IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS. EMBANKMENTS SHALL BE CONSTRUCTED FROM MATERIAL CONTAINING NO ROOTS OR OTHER OBJECTIONABLE MATTER, RUBBISH, OR OTHER DELETERIOUS MATERIALS THAT WILL NOT COMPACT TO A SUITABLE ENDURING ROAD BED. EXISTING EARTH SURFACES SHALL BE COMPACTED/PROOF ROLLED PRIOR TO PLACEMENT OF ANY EMBANKMENT MATERIAL.
MATERIAL: UNLESS OTHERWISE SPECIFIED, MATERIAL SHALL BE "TYPE 2 MATERIAL"
COMPACTION: - COMPACTED LIFTS, MINIMUM 98% MAXIMUM DRY DENSITY (AASHTO T-180)
- MIN. 100% MAX DENSITY ADJACENT TO STRUCTURES WITHIN PAVED AREAS
COMPENSATION: COMPENSATION FOR THE EMBANKMENT CONSTRUCTION SHALL BE MADE FULLY BY THE BID ITEMS FOR BORROW EXCAVATION (PER C.Y.), GRADING (PER L.F. OF ROADWAY OR PER ACRE OF SITE), AND REGULAR EXCAVATION (PER C.Y.) WHEN APPLICABLE.

EMBANKMENT AND BACKFILL MATERIAL:
TYPE 1: WELL GRADED CRUSHED STONE OR CRUSHED GRAVEL (ASTM C33-71A, GRADATION 67) - ¾" TO NO. 4 SIEVE.
TYPE 2: SANDY MATERIAL, AND MAY BE UNCLASSIFIED MATERIAL OBTAINED FROM CONTRACTOR'S EXCAVATIONS AND APPROVED BY THE ENGINEER. THIS MATERIAL SHALL BE FREE FROM MUCKED, ROOTS, HUMUS, PEAT, MUCK, AND OTHER ORGANIC MATERIALS, AND SHALL CONTAIN NO STONES, MASONRY, RUBBLE OR THE LIKE GREATER THAN ½ INCHES IN DIAMETER.
TYPE 3: SELECT GRANULAR SAND MATERIAL, FREE OF ORGANICS WITH LESS THAN 3% FINES PASSING THE NO. 200 SIEVE.

STAKING
CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

STABILIZING
STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE FLORIDA BEARING VALUE OR L.B.R. AS PER PLAN FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS, ALL STABILIZED AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ALL MATERIAL SHALL BE MIXED TO A HOMOGENEOUS MATERIAL.

BASE COURSE
THE BASE SHALL BE CONSTRUCTED OF EITHER LIMEROCK MATERIAL IN ACCORDANCE WITH SECTION 911 OR CEMENTED COQUINA SHELL MATERIAL IN ACCORDANCE WITH SECTION 915 OF THE STANDARD SPECIFICATIONS.
LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 AND CEMENTED COQUINA SHELL BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ROCK PIT CERTIFICATION FOR CEMENTED COQUINA SHELL MATERIAL. BASE SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 AND TO AN L.B.R. VALUE WHEN SPECIFIED ON PLANS. BASE SHALL BE APPROVED PRIOR TO PRIME COAT.

PRIME AND TACK COAT
PRIME AND TACK COATS FOR THE BASE COURSE SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE STANDARD SPECIFICATIONS.

ASPHALT CONCRETE SURFACE COURSE (A.C.S.C.)
TYPE SP 9.5 & TYPE SP 12.5 A.C.S.C. SHALL BE CONSTRUCTED FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, IN ACCORDANCE WITH SECTIONS 320, 330, AND 334 OF THE STANDARD SPECIFICATIONS.

CEMENT CONCRETE PAVEMENT:
CONSTRUCT PORTLAND CEMENT CONCRETE (TYPE II, CLASS I) PAVEMENT IN ONE COURSE ON A PREPARED STABILIZED SUBGRADE IN ACCORDANCE WITH SECTIONS 346 AND 350. PROVIDE STEEL REINFORCEMENT WHEN SPECIFIED IN THE PLANS.

CURB
ALL CURB CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS, AND IN ACCORDANCE WITH F.D.O.T. INDEX NO. 300. PROVIDE CONTRACTION JOINTS AT 10-FOOT O.C. MAXIMUM. TRANSITION ENDS OF CURB FROM FULL TO ZERO HEIGHTS IN 3-FEET. CURB CUT RAMPS SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 304.

TESTING
THE CONTRACTOR SHALL RETAIN THE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON EMBANKMENT,SUBGRADE, BASE, PIPE BACKFILL AND BITUMINOUS SURFACE COURSE MATERIALS. TEST RESULTS MUST BE SUBMITTED PRIOR TO ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS.

THE SCHEDULE FOR TESTING THE ROAD/PAVEMENT AREAS CONSTRUCTION SHALL BE AS FOLLOWS:

A. EMBANKMENT:		DENSITY TESTS SHALL BE TAKEN AT A MAXIMUM OF 5,000 SF. INTERVALS FOR EACH 12" LIFTS CONSTRUCTED, AND AT ALL EXISTING/PROPOSED EARTH SURFACES.
B. SUBGRADE:	(1)	F.B.V./L.B.R. (PER PLAN) TEST SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF / 10,000 SF OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. (MIN. OF 3 / 1 PER JOB)
	(2)	DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF OR CLOSER AS MIGHT BE NECESSARY.
C. BASE:	(1)	F.B.V./L.B.R. (PER PLAN) TEST SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF / 10,000 SF OR CLOSER (MIN. OF 3 / 1 PER JOB)
	(2)	DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF OR CLOSER AS MIGHT BE NECESSARY.
D. PIPE BACKFILL:		DENSITY TESTS SHALL BE TAKEN AT A MAXIMUM OF 50 FT. INTERVALS, 1' ABOVE PIPE, 1' BELOW GRADE, MIN., AND AT PIPE DEPTHS GREATER THAN 5 FT. AN ADDITIONAL TEST SHALL BE TAKEN AT MID DEPTH OF BACKFILL
E. STRUCTURES:		A MINIMUM OF 1 DENSITY TEST SHALL BE PERFORMED IN THE STABILIZED SUBGRADE, AND WITHIN THE BACKFILL FOR EACH 12" LIFT ADJACENT TO EACH STRUCTURE INSTALLED.
F. BUILDING PAD:		AS SPECIFIED IN ARCHITECTURAL PLANS.
G. CURB PADS:		DENSITY TEST SHALL BE TAKEN AT A MAXIMUM OF 500 FT. INTERVALS.

ALL TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

CLEAN-UP
THE CONTRACTOR MUST PROVIDE CLEAN-UP OF EXCESS CONSTRUCTION MATERIAL UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEAT, CLEAN, GRADED CONDITION.

DRAINAGE STRUCTURE SPECIFICATIONS
STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI. ALL REINFORCING STEEL TO BE ASTM A 615-72 GRADE 40, FY = 40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH ACI 318-71. PRECAST CONCRETE MANHOLES AND STORM INLETS MAY BE USED UPON THE ENGINEER'S APPROVAL OF THE MANUFACTURER'S SHOP DRAWINGS.

PRECAST INLETS/MANHOLES
ALL STORM INLETS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH APPLICABLE REFERENCES TO FDOT DRAWINGS IN THE "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST EDITION. TYPE II PORTLAND CEMENT SHALL BE USED IN THE CONCRETE MIX. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28-DAYS OF 4000 PSI.

CULVERT PIPES
INSTALL PIPE CULVERTS AND STORM SEWERS IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE STANDARD SPECIFICATIONS AT THE LOCATIONS DEPICTED IN THE PLANS. FURNISH AND INSTALL SANDTIGHT (WATERTIGHT TO 2 PSI) PIPE JOINTS AND PIPE/STRUCTURE JOINTS. ALL JOINTS SHALL BE GASKETED. REINFORCED CONCRETE PIPES (R.C.P.) SHALL BE IN ACCORDANCE WITH SECTION 941 OF THE STANDARD SPECIFICATIONS CORRUGATED ALUMINUM PIPE SHALL BE IN ACCORDANCE WITH SECTION 945 OF THE STANDARD SPECIFICATIONS. ADS (CORRUGATED POLYETHYLENE) SHALL BE IN ACCORDANCE WITH SECTION 948-2.3 OF THE STANDARD SPECIFICATIONS.

BACKFILLING OVER PIPE CULVERT AND STORM SEWERS SHALL BE COMPLETED IN MAXIMUM 4" LIFTS TO THE SPRINGLINE MAXIMUM 6" LIFTS, TO A POINT 12" ABOVE THE PIPE, AND IN 12" LIFTS BEYOND, COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY. TYPE 2 MATERIAL SHALL BE USED FOR ALL BACKFILL, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.

FURNISH AND INSTALL FILTER FABRIC JACKET AROUND ALL PIPE JOINTS AND THE JOINT BETWEEN THE PIPE AND THE STRUCTURE IN ACCORDANCE WITH DESIGN STANDARDS INDEX NUMBERS 201 & 280. USE FABRIC MEETING THE PHYSICAL REQUIREMENTS OF TYPE 3 SPECIFIED ON THE DESIGN STANDARDS, INDEX 199. THE FABRIC SHALL EXTEND A MINIMUM OF 12 INCHES (300 MM) BEYOND EACH SIDE OF THE JOINT OR BOTH EDGES OF THE COUPLING BAND, IF A COUPLING BAND IS USED. THE FABRIC SHALL HAVE A MINIMUM WIDTH OF 24 INCHES (600 MM) AND A LENGTH SUFFICIENT TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES (600 MM). SECURE THE FILTER FABRIC JACKET AGAINST THE OUTSIDE OF THE PIPE BY METAL OR PLASTIC STRAPPING OR BY OTHER METHODS APPROVED THE THE ENGINEER.

CONCRETE
UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28-DAYS OF 3000 PSI. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA.

RECORD DRAWINGS
CONTRACTOR SHALL KEEP AND MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE CONTRACT DRAWINGS. RECORD DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO, HORIZONTAL LOCATION AND VERTICAL ELEVATION OF INVERT AND TOP OF CULVERTS, SEWER MANHOLES, DRAINAGE STRUCTURES, INLETS, UTILITY MAINS AND AS-BUILTS OF ALL LAKE BANKS, LOT/BLDG., PADS, SWALES, BERMS, CURBS, PAVEMENT, SIDEWALKS- DEPICTING HORIZONTAL LOCATION AND ELEVATIONS. CONTRACTOR SHALL SUBMIT COMPLETE AND FINAL RECORD DRAWINGS TO ENGINEER UPON COMPLETION OF PROJECT AND PRIOR TO FINAL INSPECTION AND FINAL PAYMENT.

THE CONTRACTOR SHALL BE REQUIRED TO HAVE A SURVEYOR PROVIDE CERTIFIED RECORD DRAWINGS/AS-BUILTS. THESE DRAWINGS SHALL BE PROVIDED IN AN ACAD ELECTRONIC FILE AS WELL AS ON SIGNED/SEALED HARD COPIES. THE AS-BUILTS MUST MEET I.R.C. UTILITY DEPT. CRITERIA FOR WATER MAIN AND SEWER AS-BUILTS, INCLUDING TIES TO STATE PLANE COORDINATES.

INSPECTION
MINIMUM CONSTRUCTION INSPECTION CHECKPOINTS
THE ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE:
A. PRIOR TO ANY MAJOR DEVIATION FROM THE APPROVED PLANS.
B. UPON COMMENCING ANY EARTHWORK.
C. PRIOR TO COMPACTION TEST SPACE AND COMPACTION.
D. PRIOR TO POURING CURBS, SIDEWALKS OR OTHER FLATWORK.
E. UPON BEGINNING OF SPREADING OF ROCK BASE MATERIAL
F. UPON COMPLETION OF GRADING AND COMPACTION OF BASE MATERIAL AND PRIOR TO PRIMING.
G. IMMEDIATELY PRIOR TO AND UPON APPLICATION OF A.C.S.C.
H. UPON COMPLETION OF CONSTRUCTION.

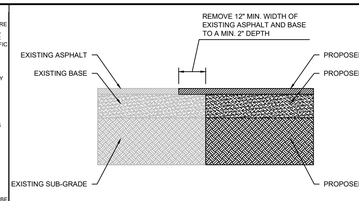
ACCEPTABLE TEST RESULTS MUST BE PROVIDED TO THE ENGINEER PRIOR TO COMMENCING SUCCESSIVE STEPS OF CONSTRUCTION, INCLUDING:
- PIPE BACKFILL AND EMBANKMENT DENSITIES PRIOR TO SUBGRADE PREPARATION.
- SUBGRADE TESTING PRIOR TO BASE PREPARATION, CONCRETE CURB OR SIDEWALK CONSTRUCTION.
- BASE TESTING PRIOR TO APPLICATION OF SURFACE COURSE.

WHERE REFERENCES ARE MADE TO ROADWAY CONSTRUCTION, IT IS INTENDED TO INDICATE CONSTRUCTION FOR ROADWAYS AND/OR PARKING LOTS/DRIVEWAYS.

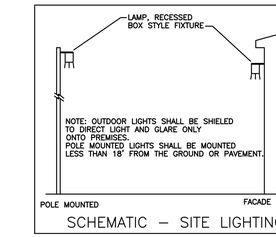
TRAFFIC/PAVEMENT MARKING NOTES:
1. ALL PARKING SPACE MARKINGS AND ROADWAY MARKINGS ON PRIVATE DRIVEWAYS/STREETS WITH THE EXCEPTION TO THE HANDICAPPED PARKING SPACES SHALL BE MARKED IN REFLECTORIZED TRAFFIC PAINT AND BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATIONS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019-20.
2. ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND MARKED IN ACCORDANCE WITH THE F.D.O.T.'S STANDARD INDEX NO. 711-001.
3. TRAFFIC FLOW ARROWS THRU PARKING AREAS ARE FOR DIRECTION AND ARE TO BE PAINTED.
4. STOP BARS SHALL BE 24" WIDE.
5. FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, MUTCD, AND INDIAN RIVER COUNTY DRAWINGS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS, ALL LATEST EDITIONS.
6. ALL PAVEMENT MARKINGS FOR THE PROPOSED PUBLIC ROADWAYS AND ALL MARKINGS AT INTERSECTIONS OF PRIVATE ROADS/DRIVEWAYS WITH PUBLIC ROADS SHALL BE EXTRUDED TYPE ALKYD BASE THERMOPLASTIC AND SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
7. SPECIAL MARKINGS (CROSS WALK, STOP BARS, ROADWAY CONTINUOUS STRIPING, THRU ARROWS, PAVEMENT MARKINGS FOR TRAFFIC SEPARATORS, ETC. SHALL BE IN ACCORDANCE WITH THE F.D.O.T., INDEX NO. 711-001.
8. ALL FDOT DESIGN STANDARDS INDICES CORRESPONDING TO THE 2019-20 EDITION.

SIGNS:
1. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND INDIAN RIVER COUNTY DRAWINGS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS, ALL LATEST EDITIONS.
2. ALL SIGNS SHALL BE TYPE 'C' SINGLE COLUMN GROUND SIGNS IN ACCORDANCE WITH F.D.O.T. INDEX NO. 700-010. WIND LOAD SHALL BE ZONE 3 (80 M.P.H.).
3. ALL SIGNS PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 700-101 AND INDIAN RIVER COUNTY DRAWINGS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.

ADDITIONAL SPECIFICATIONS FOR WORK WITHIN A PUBLIC R.O.W.:
1. THE LOCAL MEDIA SHALL BE CONTACTED A WEEK PRIOR TO ANY LANE CLOSURES ON THE STATE ROAD SYSTEM AS IT WILL OCCUR DURING PEAK HOURS OR OVER THE SPAN OF MORE THAN ONE DAY. CONTACT BARBARA KELLEHER, FDOT PUBLIC INFORMATION OFFICE AT 954-777-4090 FOR GUIDANCE ON WHO TO CONTACT. PROVIDE A COPY OF THE PRESS RELEASE TO:
FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC INFORMATION OFFICE
3400 WEST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33309
2. ALL MATERIALS AND CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY SHALL CONFORM TO THE FDOTROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION STANDARD SPECIFICATIONS (LATEST EDITION) AND THE SUPPLEMENTS THERETO.
3. THE APPLICANTS ENGINEER RESPONSIBLE FOR CONSTRUCTION INSPECTION SHALL INSURE THAT THE MAINTENANCE OF TRAFFIC PLAN (MOT) FOR THE PROJECT IS IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX NUMBERS (600 SERIES) AND THESE DOCUMENTS. FOR MAINTAINING TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S DEPARTMENT OF TRANSPORTATION, FHWA). THE CONTRACTOR SHALL PROVIDE NECESSARY M.O.T. AS SPECIFIED IN THE PLANS AND PERMITS, AND AS DIRECTED IN THE FIELD BY THE ENGINEER OR PUBLIC WORKS/FDOT REPRESENTATIVE.
4. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY OF THE STATE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTORS EXPENSE.
5. IF THE APPLICANT PROPOSES A ROADWAY THAT HAS BEEN SELECTED AS A HURRICANE OR DISASTER EVACUATION ROUTE, THE APPLICANT, AT THE PRE-CONSTRUCTION CONFERENCE, SHALL BE REQUIRED TO PRESENT, AS PART OF THE WORK PLAN, AN EMERGENCY FUNCTIONAL RESTORATION PLAN TO ADDRESS EVENTUALITIES SUCH AS HURRICANES.
6. THE CONTRACTOR MUST CALL THE APPROPRIATE COUNTY TRAFFIC ENGINEERING DIVISION, HAVING JURISDICTION OVER THE PROJECT AT LEAST 48 HOURS, BEFORE ANY EXCAVATION WITHIN THE FDOT RIGHT-OF-WAY TO DETERMINE THE LOCATION OF THE EXISTING TRAFFIC SIGNAL INTERCONNECT CABLE.
7. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR WILL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
8. BEFORE PERMIT APPROVAL AND CONSTRUCTION OF THIS PROJECT, THE APPLICANT MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE TELEPHONE NUMBER IS 954-776-4300 OR 1-800-300-8236.
9. THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
10. ALL CURB CUT RAMPS MUST FACE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
11. ALL MOT LANE CLOSURE SIGNS SHALL BE COVERED WHEN LANES ARE NOT CLOSED. NO LANES ARE TO BE CLOSED EXCEPT AT TIMES PRESCRIBED BY THE DEPARTMENT.
12. LIMEROCK BASE SHALL BE A MINIMUM OF 12" AND COMPACTED IN 6" LIFTS TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.
13. STABILIZED SUBGRADE SHALL BE A MINIMUM OF 12" THICK AND COMPACTED TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-180. MATERIAL TO HAVE A MINIMUM L.B.R. OF 40 AND CONFORM TO SECTION 160.
14. REMOVE ALL MUCK, OVERBURDEN, AND ROOT MATERIAL TO THE HIGHT OF WAY LINE, AND BACKFILL TO THE REQUIRED SUBGRADE WITH CLEAN, GRANULAR MATERIAL IN MAXIMUM 6" LIFTS COMPACTED TO 100% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T99-C SPECIFICATIONS, AND EACH LIFT TESTED BEFORE PLACING NEXT LIFT.
15. FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORIST OF TRUCKS ENTERING THE HIGHWAY.



SAW-CUT
N.T.S.

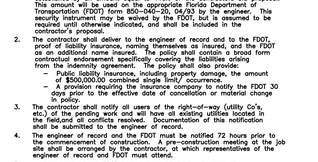


SCHEMATIC – SITE LIGHTING

CONSTRUCTION NOTES

Conditions of Construction Within F.D.O.T. Right-of-Way

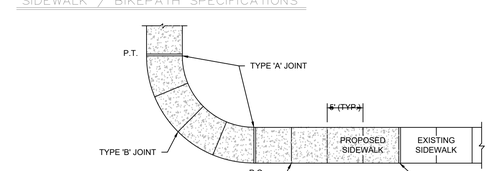
1. The contractor shall provide a security instrument in the form of a performance bond in the estimated dollar amount of the improvements/work within the state road right-of-way. This dollar amount shall be established by an amount equal to 110% of the contractors bid proposal. This amount will be used on the appropriate Florida Department of Transportation (FDOT) form 850--040--20, 04/93 by the engineer. This security instrument may be waived by the FDOT, but is presumed to be required until otherwise indicated, and shall be included in the contractor's proposal.
2. The contractor shall deliver to the engineer of record and to the FDOT, proof of liability insurance, naming themselves as insured, and the FDOT as an additional name insured. The policy shall contain a broad form contractual endorsement specifically covering the liabilities arising from the indemnity agreement. The policy shall also provide:
   - Public liability insurance, including property damage, the amount of $500,000.00 combined single limit/ occurrence.
   - A provision requiring the insurance company to notify the FDOT 30 days prior to the effective date of cancellation or material change in policy.
3. The contractor shall notify all users of the right--of--way (utility Co's, etc.) of the pending work and will have all existing utilities located in the field,and all conflicts resolved. Documentation of this notification shall be submitted to the engineer of record.
4. The engineer of record and the FDOT must be notified 72 hours prior to the commencement of construction. A pre--construction meeting at the job site shall be arranged by the contractor, at which representatives of the engineer of record and FDOT must attend.
5. All conditions of the FDOT permit must be strictly adhered to.
6. All construction shall be performed in accordance with the "FDOT Standard Specifications for Road and Bridge Construction," latest edition and shall reference the "FDOT Standard Specifications for Road and Bridge Construction," latest revisions.
7. Construction specifications listed on Sheet C--3 shall be adhered to.



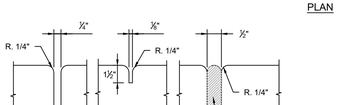
ON--SITE: 4.5" THICK CONCRETE MINIMUM.
OFF--SITE: 6.0" THICK CONCRETE MINIMUM.
3,000 P.S.I. @ 28 DAYS.

SIDEWALK NOTES:
1. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE "SUGGESTED SPECIFICATIONS FOR CONCRETE AREAS" PREPARED BY THE PORTLAND CEMENT ASSOCIATION AND IN ACCORDANCE WITH FDOT INDEX NO. 310.
2. SAWED JOINTS SHALL BE CONSTRUCTED AT A MAXIMUM OF 5--FEET O.C., AND SHALL BE IN ACCORDANCE W./ FDOT INDEX NO. 310.
3. AT LEAST THREE (3) COMPRESSIVE STRENGTH CYLINDER SAMPLES SHALL BE TAKEN FOR EACH 10,000 SQUARE FEET OF PAVEMENT OR FIVE (5) PER DAY, WHICHEVER IS GREATER. SLUMP SHALL BE 2 TO 4 INCHES (AASHTO T--119). COMPRESSIVE STRENGTH SHALL BE REPORTED AT 7, 14, AND 28 DAYS.
4. CONSTRUCT UPON FIRM, STABILIZED GROUND, COMPACTED TO 95% MAXIMUM DRY DENSITY.
5. SURFACE WITH LIGHT BROOM FINISH.
6. SOD ALL DISTURBED AREAS.
7. RECESS SIDEWALK AS REQUIRED IF BRICK PAVERS CALLED FOR IN PLANS
8. SIDEWALK/CURB MAY BE CONSTRUCTED AS ONE INTEGRAL POUR. PROVIDE MIN. 8"x8" THK'N EDGE
9. PROVIDE REINFORCEMENT AS SPECIFIED IN PLAN SHEETS.

DETAIL AND
SIDEWALK / BIKEPATH SPECIFICATIONS

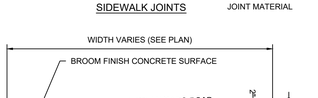


PLAN



SIDEWALK JOINTS

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

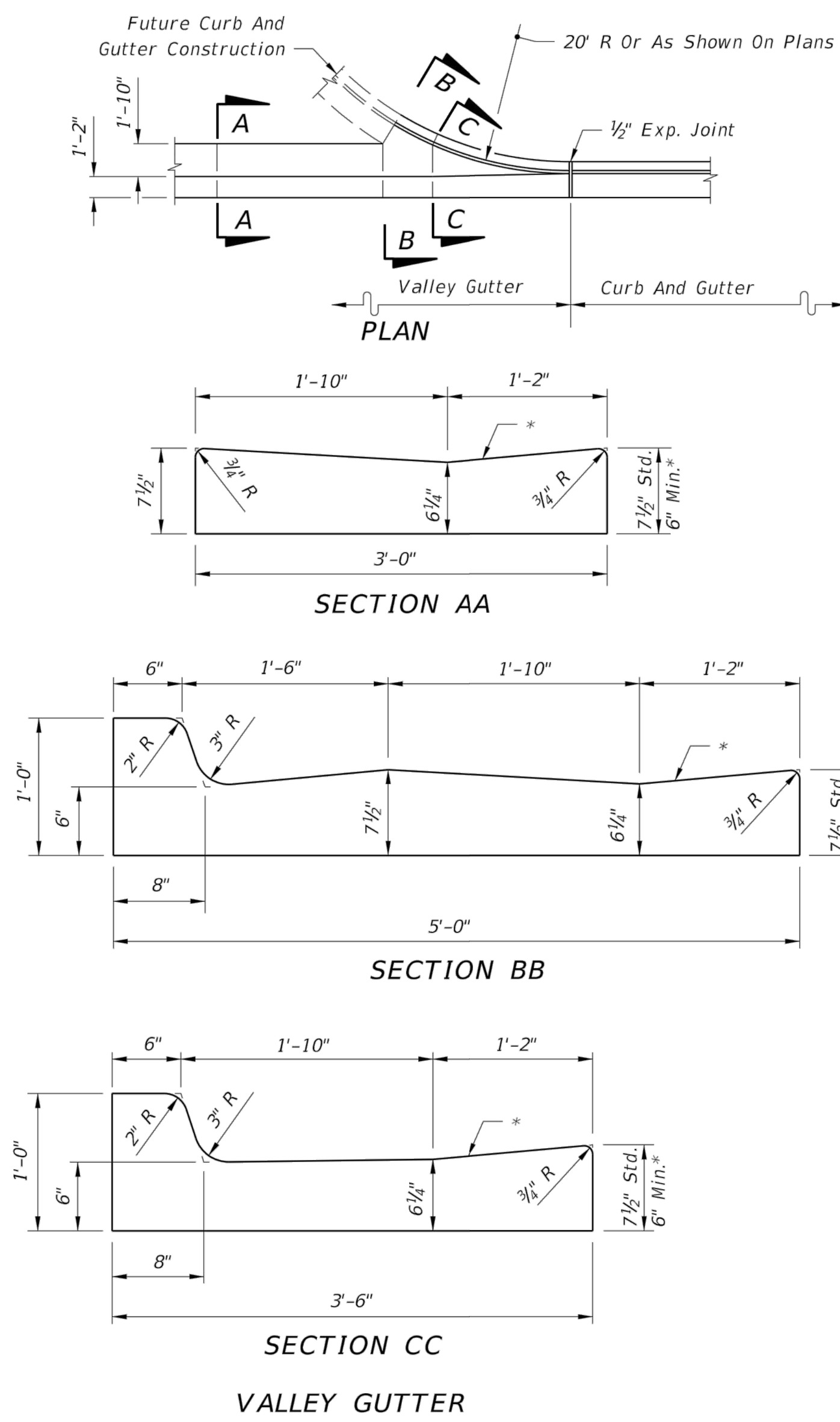


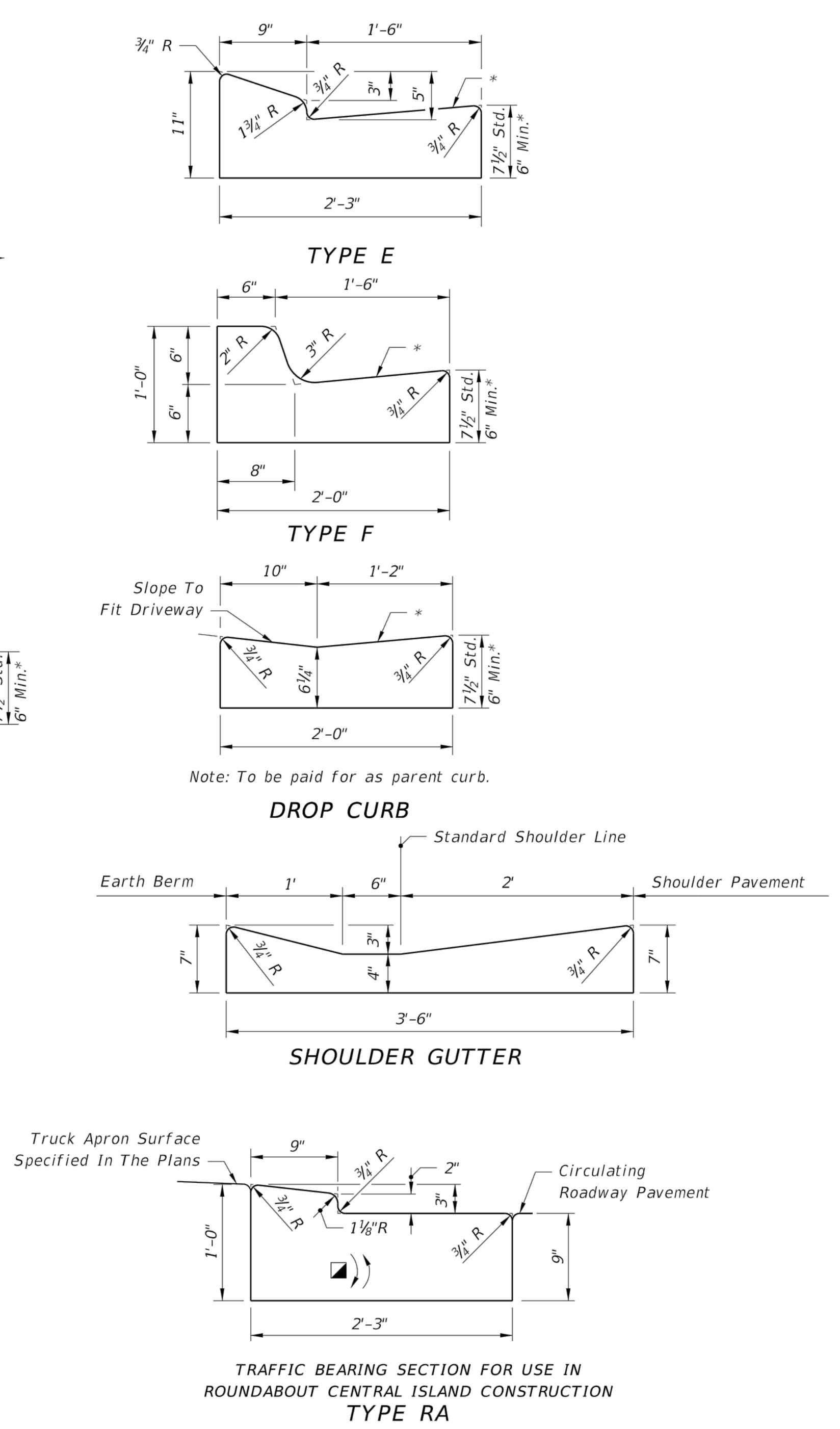
STANDARD CROSS SECTION

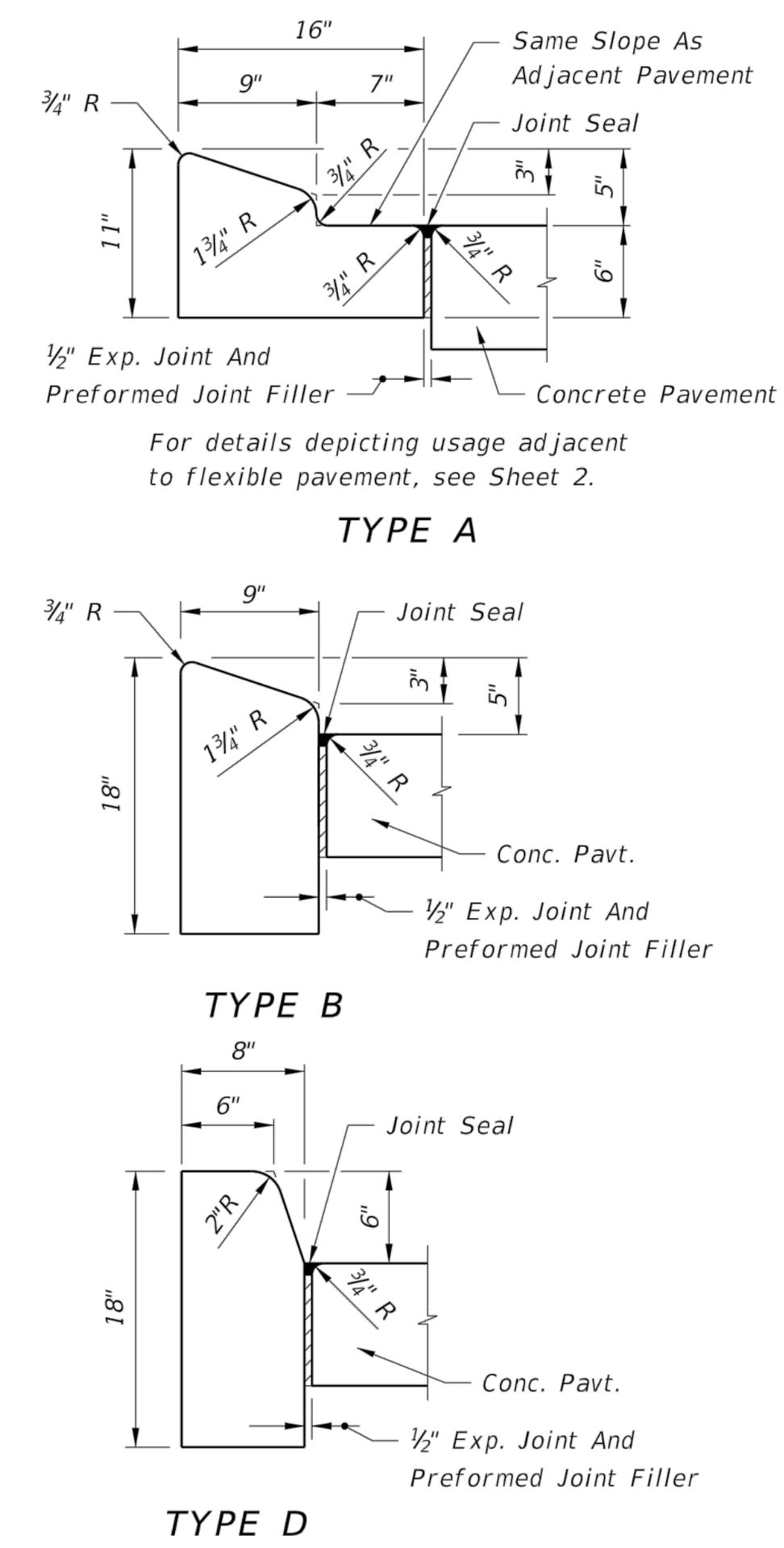
TABLE OF SIDEWALK THICKNESS	
LOCATION	'T'
PEDESTRIAN ONLY AREAS	4"
DRIVEWAYS AND OTHER TRAFFIC AREAS	6"

NOTE:
1. ALL SIDEWALK STREET CROSS

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC







* When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

◪ Rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.

For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see Sheet 2. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only, see Sheet 2.

Note: For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 2.

CONCRETE CURB

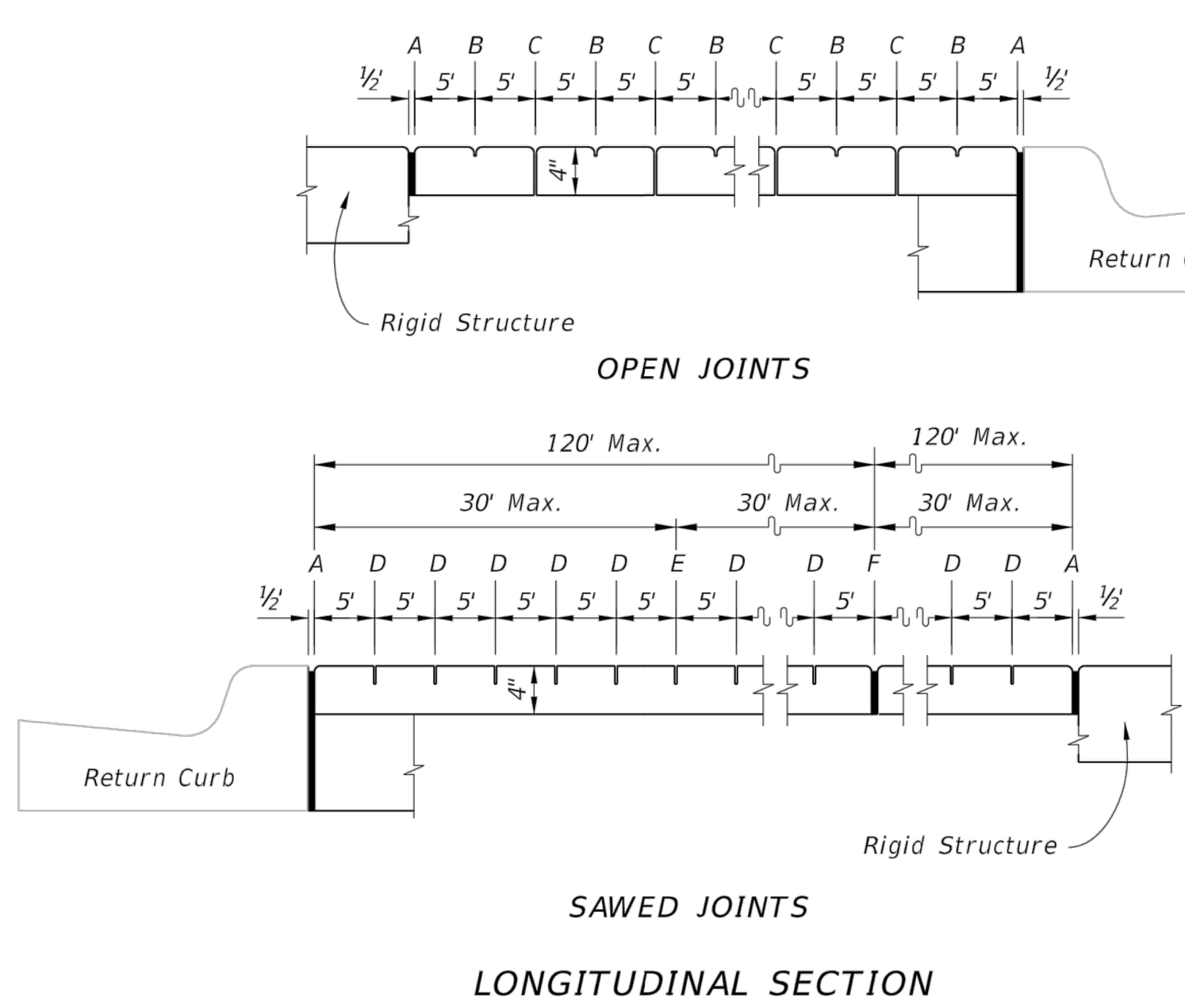
CONCRETE CURB AND GUTTER

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 2

10/14/2019 11:05:46 AM

GENERAL NOTES:

1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
3. For Driveways see Index 522-003.
4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than ½".
5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



LEGEND:

A– ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B– ⅛" Dummy Joints, Tooled

C– ⅛" Formed Open Joints

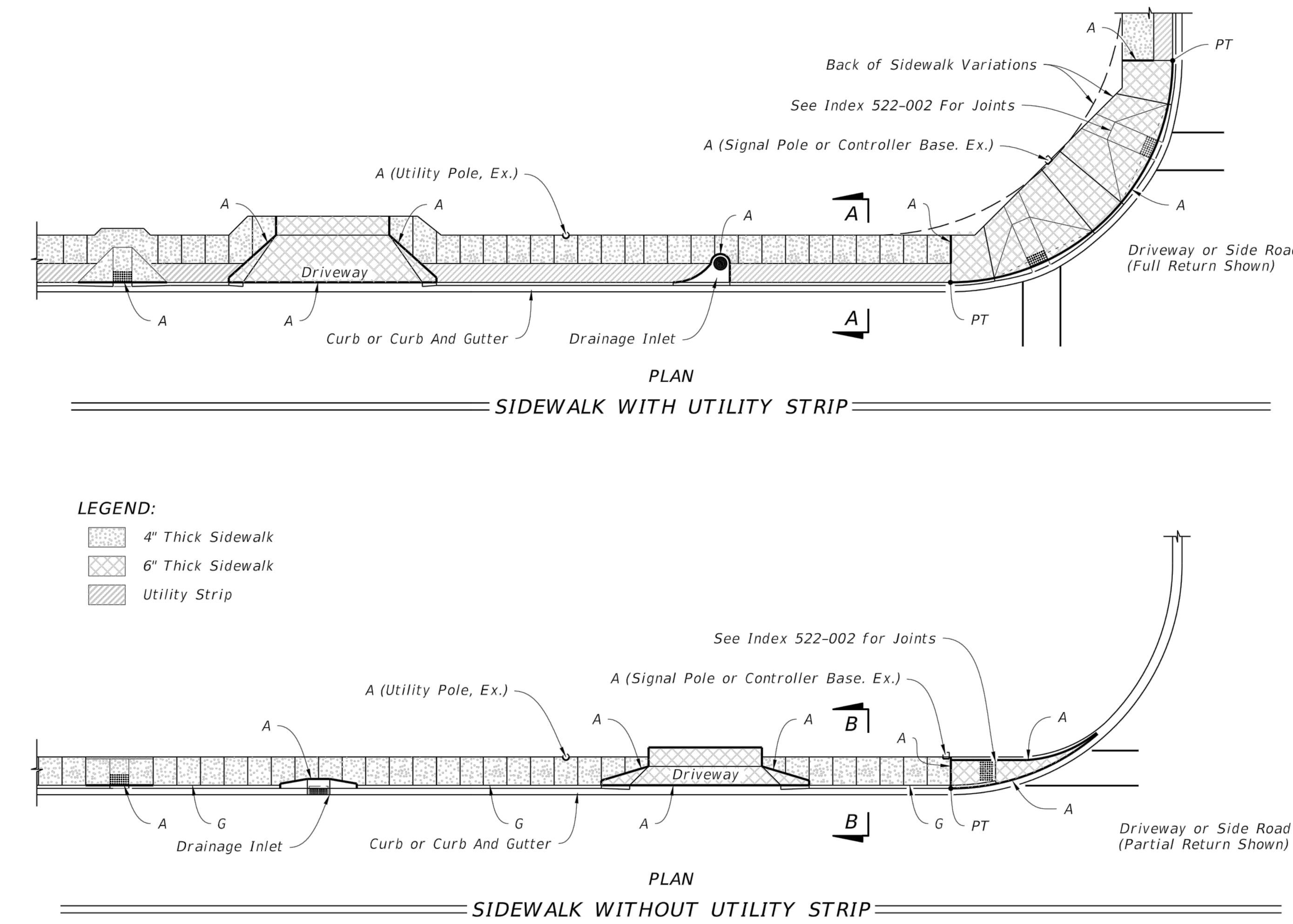
D– 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

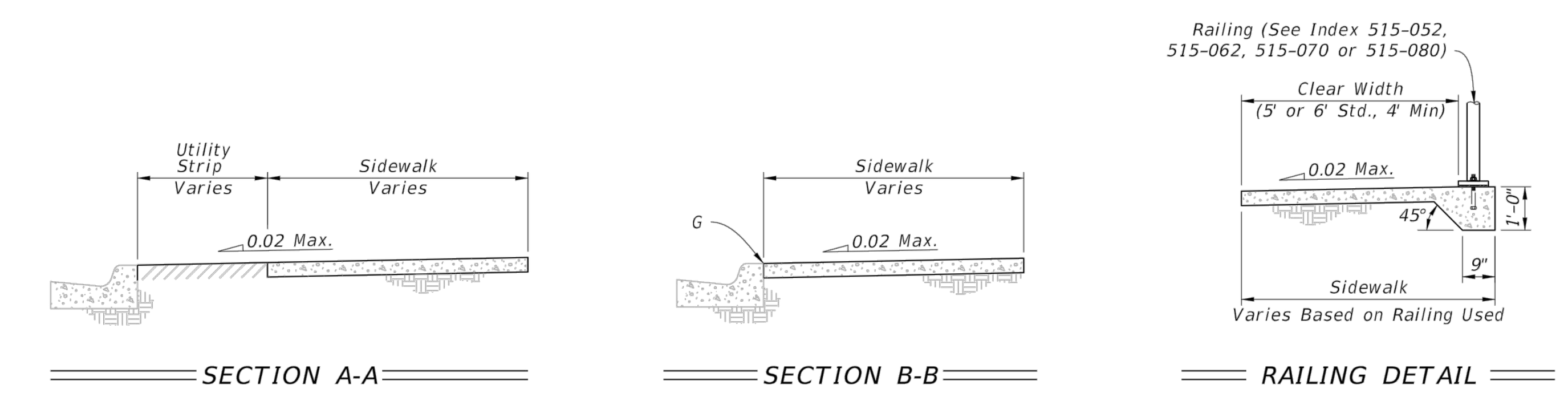
E– 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F– ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

G– Cold Joint With Bond Breaker, Tooled

SIDEWALK JOINTS





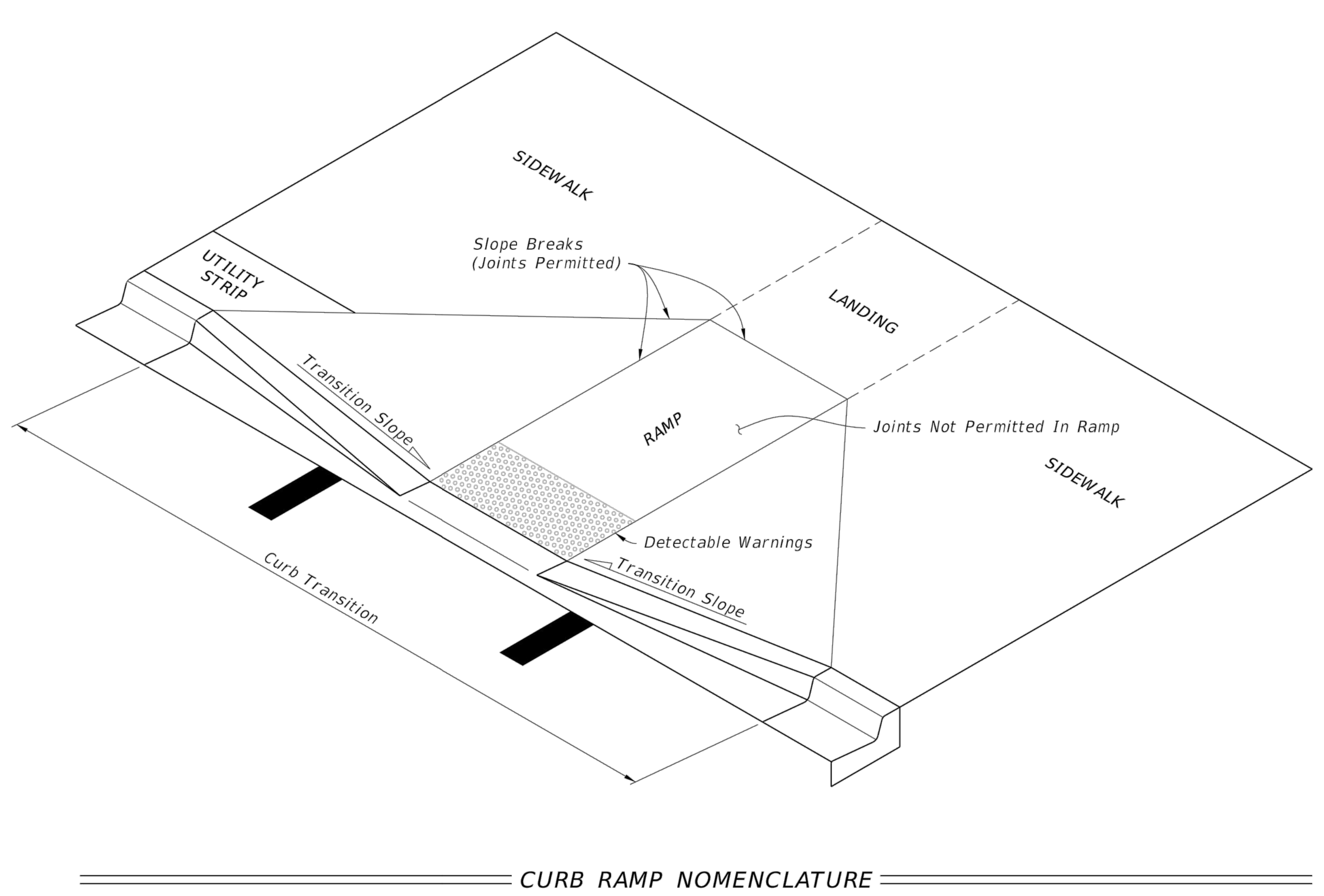
GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION 11/01/18	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	CONCRETE SIDEWALK	INDEX 522-001	SHEET 1 of 2

10/14/2019 11:15:32 AM

GENERAL NOTES:

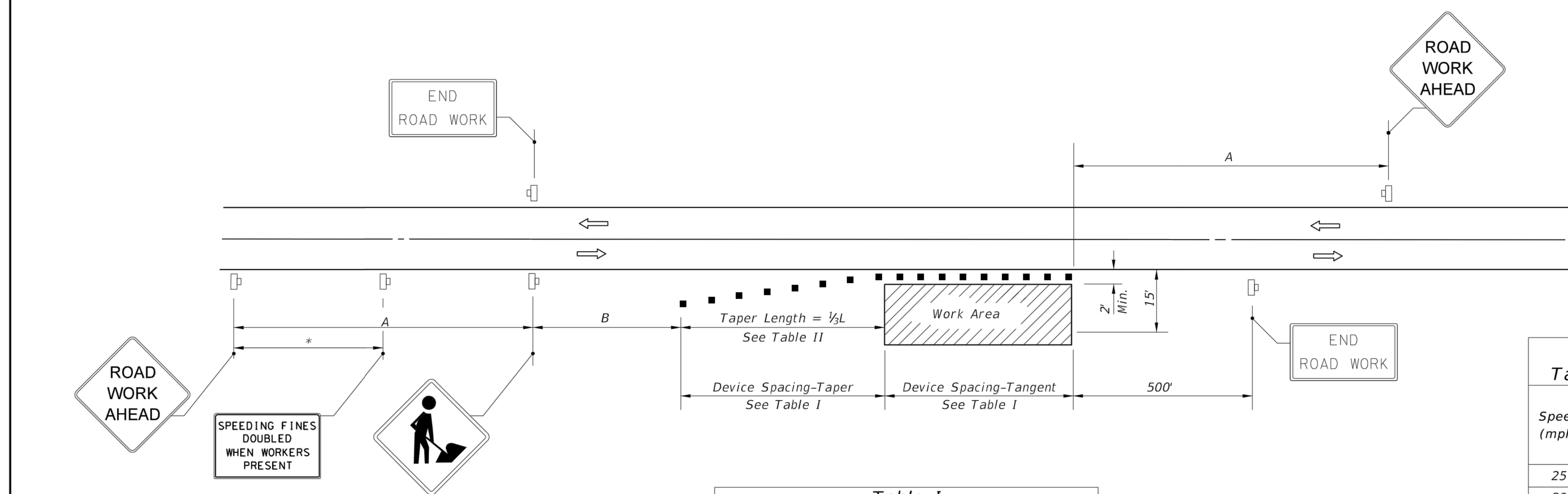
1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detectable Warnings – Acceptance Criteria:
   - A. Color and texture shall be complete and uniform.
   - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   - C. There shall be no more than 4 non-compliant domes in any one square foot.
   - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   - E. Surfaces shall not deviate more than 0.10" from a true plane.



CURB RAMP NOMENCLATURE

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7

7/20/2020 2:09:54 PM



DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	Spacing (ft.) B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table I — Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.) Cones or Tubular Markers: Taper	Cones or Tubular Markers: Tangent	Type I or Type II Barricades or Vertical Panels or Drums: Taper	Type I or Type II Barricades or Vertical Panels or Drums: Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II — Taper Length - Shoulder

Speed (mph)	⅓L (ft) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	28	35	42	$L=\frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

⅓L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   - a. Work operations are 60 minutes or less.
   - b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 1

2/26/2020 12:30:16 PM

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST
DESIGNED JBB DRAWN JBB
CHECKED JBB
SCALE NTS DATE 04/30/21

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

MISCELLANEOUS DETAILS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

DocuSigned by: Jodah Bittle A99EF7669C6C46B...

JODAH B. BITTLE
FL. REG. NO. 57396
DATE: 1/30/2023

PROJECT NO. 21-032 SHEET 09

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THIN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT, IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION	G-1 NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJM DRAWN BY: SCALE: N.T.S.	
JJM APPROVED: DATE: JLC 2010	SHEET 1 OF 2

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERLIZATION OF WATER LINE. CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. WATER SWAB SHOULD BE PLACED AT THE JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45% AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGHTS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION	G-1 NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJM DRAWN BY: SCALE: N.T.S.	
JJM APPROVED: DATE: JLC 2010	SHEET 2 OF 2

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS	G-2 CONSTRUCTION NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJM DRAWN BY: SCALE: N.T.S.	
JJM APPROVED: DATE: JLC 2010	SHEET 1 OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING), AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III of CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FTOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

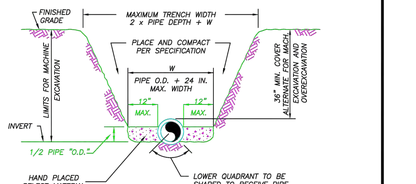
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN, AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES, THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT	G-3 WATER/SEWER CONFLICT
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJM DRAWN BY: SCALE: N.T.S.	
JJM APPROVED: DATE: JLC 2010	SHEET 1 OF 1

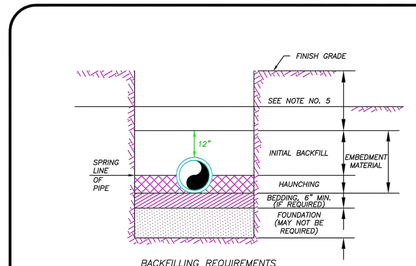


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.

TYPICAL TRENCH DETAIL	M-1
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1

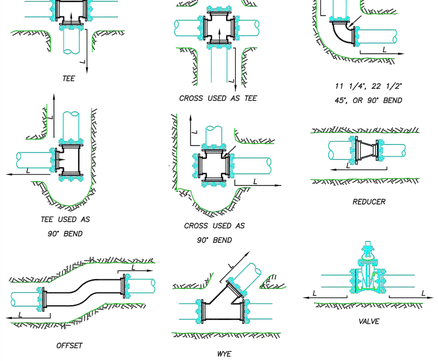


BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS	M-2
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

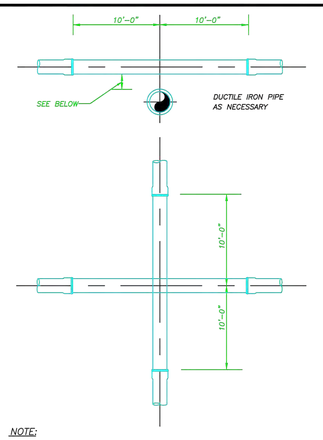
MECHANICAL JOINT ANCHORING REQUIREMENTS	M-3
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1

MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.
2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

MECHANICAL JOINT RESTRAINT NOTES	M-4
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1

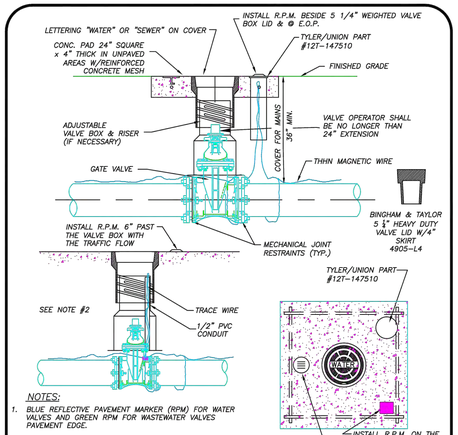


NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL	M-5
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
12-09 DATE: CONCRETE SLAB REVISION: SLL BY: A.C APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JJC DRAWN BY: SCALE: N.T.S.	
SLL APPROVED: DATE: JLC 2015	SHEET 1 OF 1

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST	DRAWN JBB
DESIGNED JBB	DATE 04/30/21
CHECKED JBB	SCALE N.T.S.

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY AUTHORIZATION NO.: 00006668 OF THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

MISCELLANEOUS DETAILS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

JOAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

Docusigned by: Joah Bittle A696E77669C6C488...

JOAH B. BITTLE
FL REG. NO. 57396
DATE: 1/30/2023
PROJECT NO. 21-032
SHEET 10

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

MATERIAL UPGRADE NOTES

MATERIAL UPGRADES ARE REQUIRED FOR UTILITY INSTALLATIONS THAT ARE IN CLOSE PROXIMITY TO SALT WATER (FOR EXAMPLE, HUTCHINSON ISLAND, INDIAN RIVER FLOOD PLAIN AND AREAS EAST OF U.S. HIGHWAY 1) AND AS DIRECTED BY FPUA WATER/WASTEWATER ENGINEERING DEPARTMENT.

1) PIPE — ALL DUCTILE IRON PIPE SHALL BE EPOXY COATED (EXTERIOR)

2) FITTINGS — ALL DUCTILE IRON FITTINGS SHALL BE EPOXY COATED (EXTERIOR). PVC FITTINGS CAN ALSO BE USED. HOWEVER, PVC FITTINGS MUST BE EXTRUDED OR FORMED FITTINGS MEETING ALL AWWA REQUIREMENTS. NO FABRICATED FITTINGS WILL BE ALLOWED. ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

3) RESTRAINTS — ALL MECHANICAL JOINT RESTRAINTS SHALL BE EPOXY COATED. ALL HARDWARE (RODS, NUTS, BOLTS, WASHERS) SHALL BE 316SS ONLY.

4) FIRE HYDRANTS — ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

5) VALVES — ALL VALVES SHALL BE EPOXY COATED. ALL NUTS AND BOLTS SHALL BE 316SS. VALVE STEM AND 2-INCH OPERATING NUT SHALL BE CAST BRONZE.

6) HARDWARE — 316 SS, A4-70 AND A4-80 ARE ACCEPTABLE NOMENCLATURES SEEN ON FASTENERS

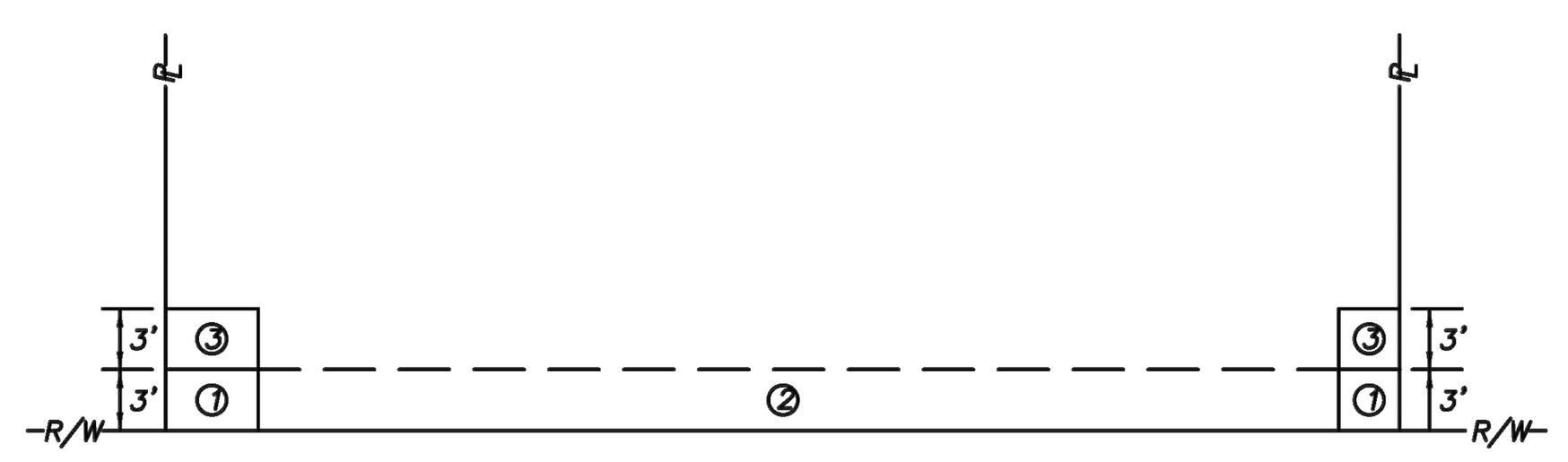
7) ALL OTHER MATERIALS SHALL BE PROVIDED WITH MANUFACTURER'S STANDARD UPGRADES FOR USE IN CORROSIVE ENVIRONMENTS.

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING, 1701 SOUTH 37TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

MATERIAL UPGRADE NOTES — M-13
03-09 CONCRETE SLAB SLL JLC | DATE: REVISION: BY: APPD:
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: | APPROVED: JLC | DATE: 2015
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

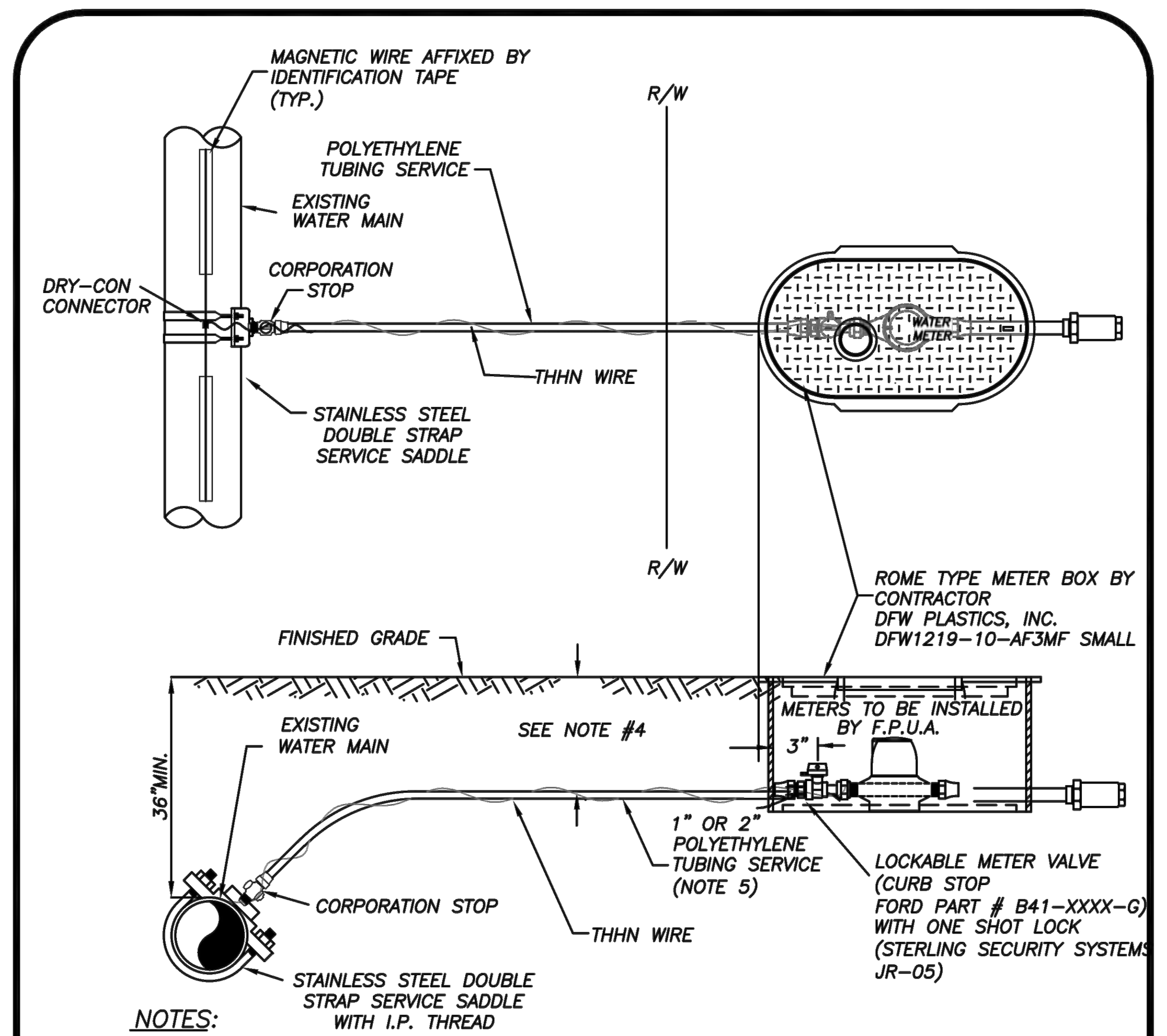


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② , OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

WATER METER PLACEMENT POLICY — W-1
03-09 02-15 SLL | DESIGNED: JLC | COMPUTER FILE #: WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

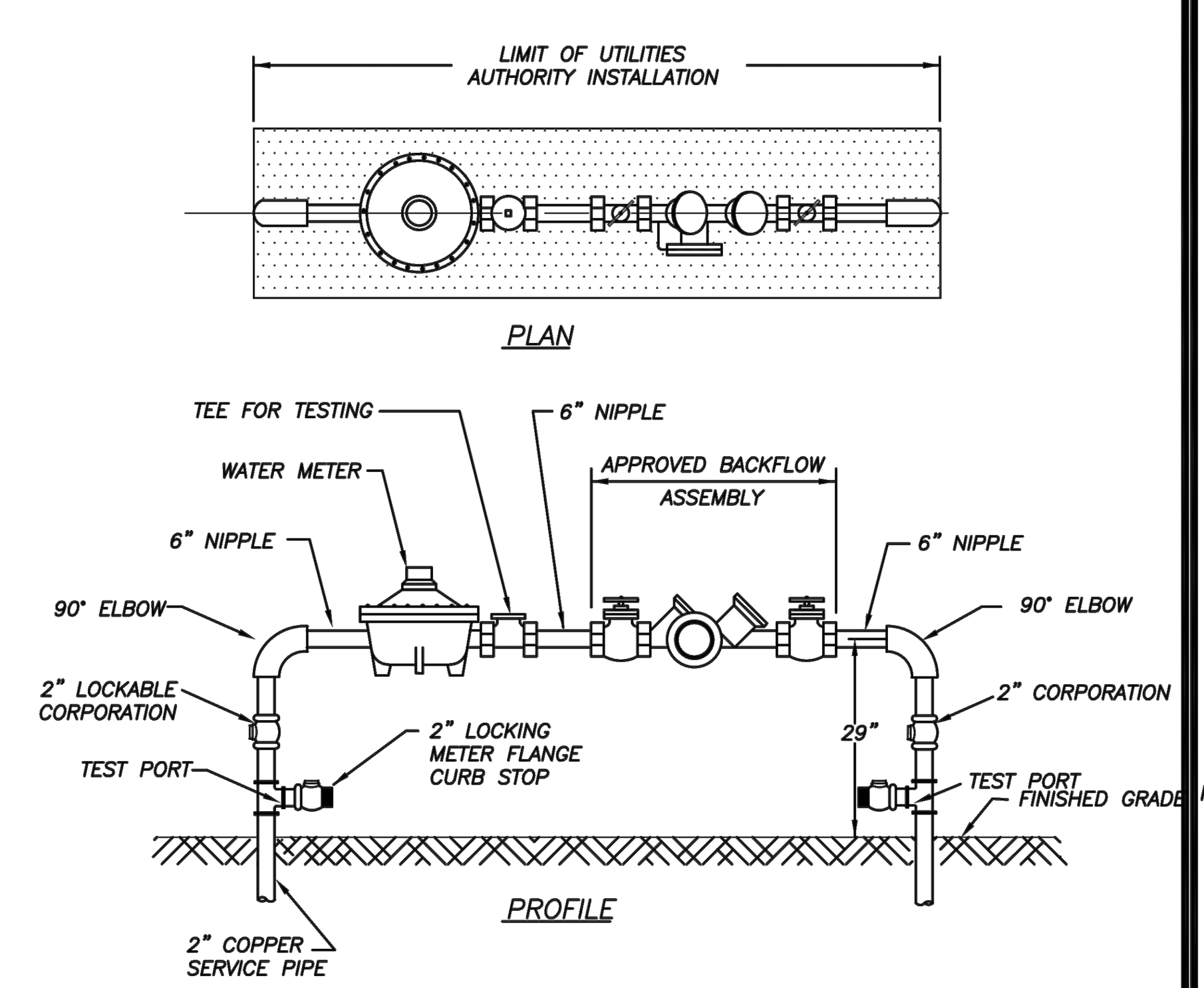


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

TYPICAL SINGLE WATER SERVICE CONNECTION — W-2
03-09 DESIGN SLL JLC | DESIGNED: JLC | COMPUTER FILE #: WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2020
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

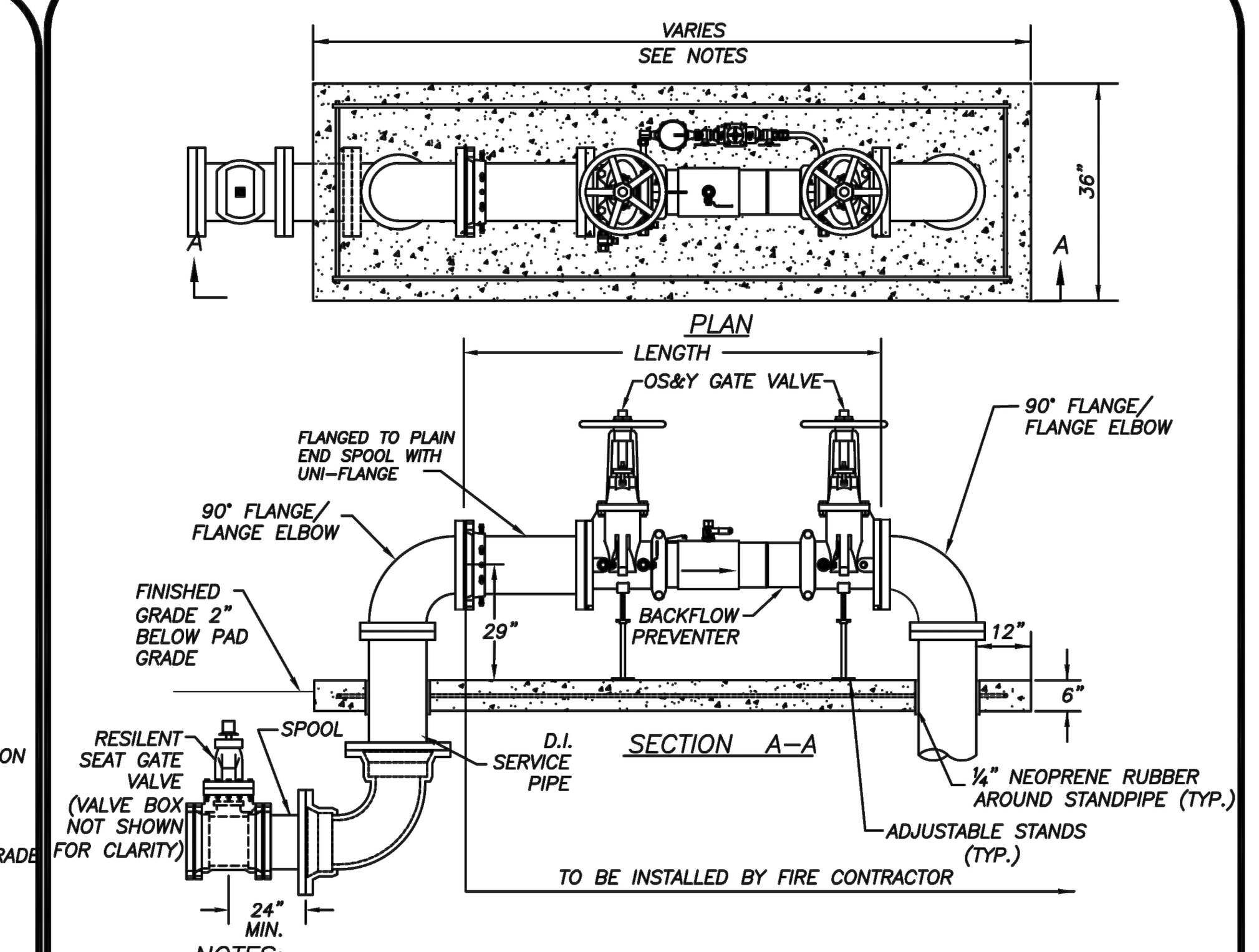


NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS) — W-8
03-09 DESIGN SLL JLC | DESIGNED: JLC | COMPUTER FILE #: WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



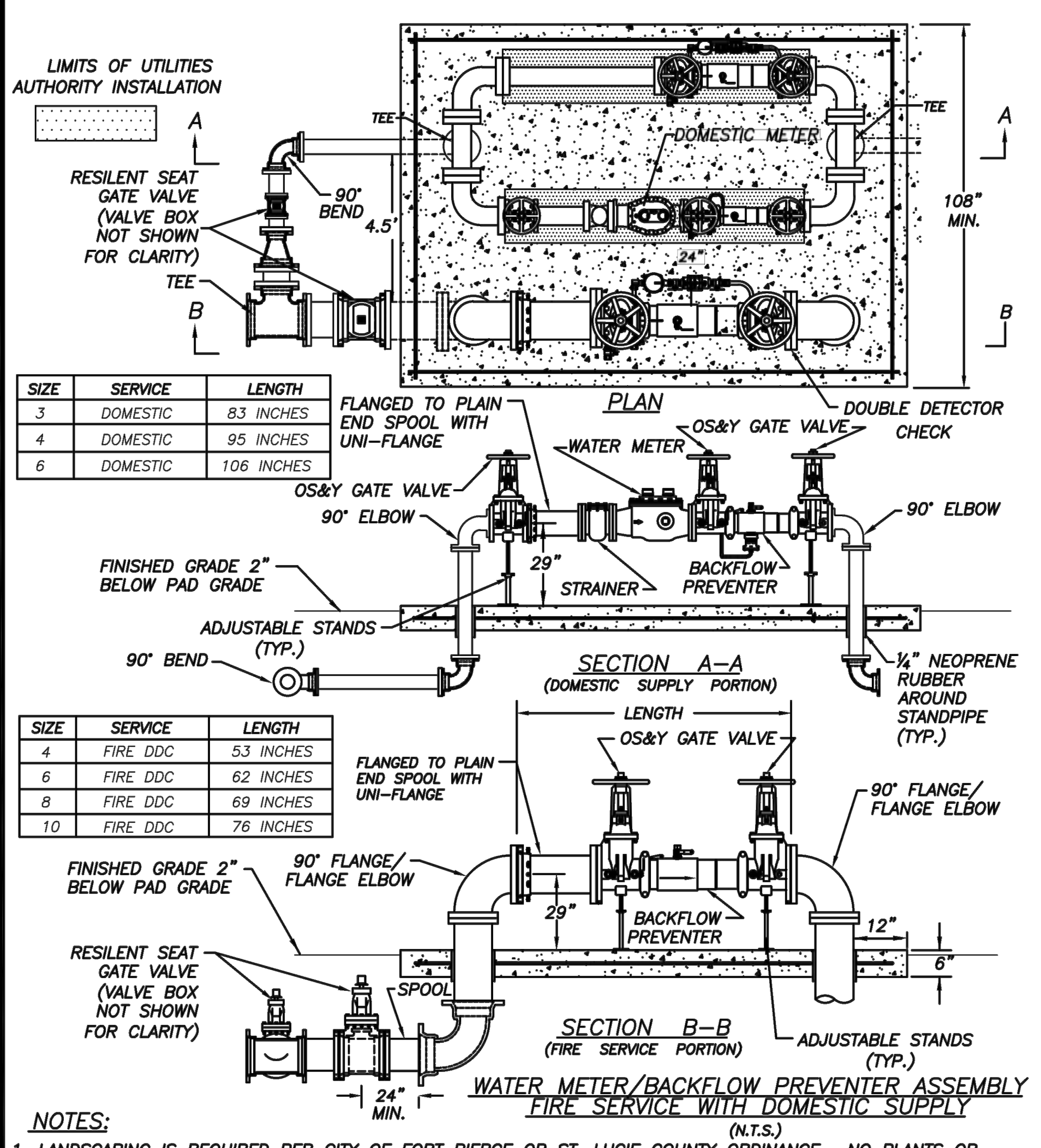
NOTES:

1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
3. PRIOR TO POURING THE CONCRETE PAD, VERIFY THAT THE STANDPIPES ARE PLUMB, TRUE AND INSTALLED AT THE SAME ELEVATIONSIN THE PRESENCE OF AN FPUA INSPECTOR.
4. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER.

SIZE	SERVICE	LENGTH
4	DOUBLE DETECTOR	53 INCHES
6	DOUBLE DETECTOR	62 INCHES
8	DOUBLE DETECTOR	69 INCHES
10	DOUBLE DETECTOR	76 INCHES

BACKFLOW PREVENTER ASSEMBLY-4"-10" FIRE SERVICE
(N.T.S.)

BACKFLOW PREVENTER ASSEMBLY 4"-10" FIRE SERVICE — W-10
03-09 CONCRETE PAD SLL JLC | DESIGNED: JLC | COMPUTER FILE #: WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



SIZE	SERVICE	LENGTH
3	DOMESTIC	83 INCHES
4	DOMESTIC	95 INCHES
6	DOMESTIC	106 INCHES

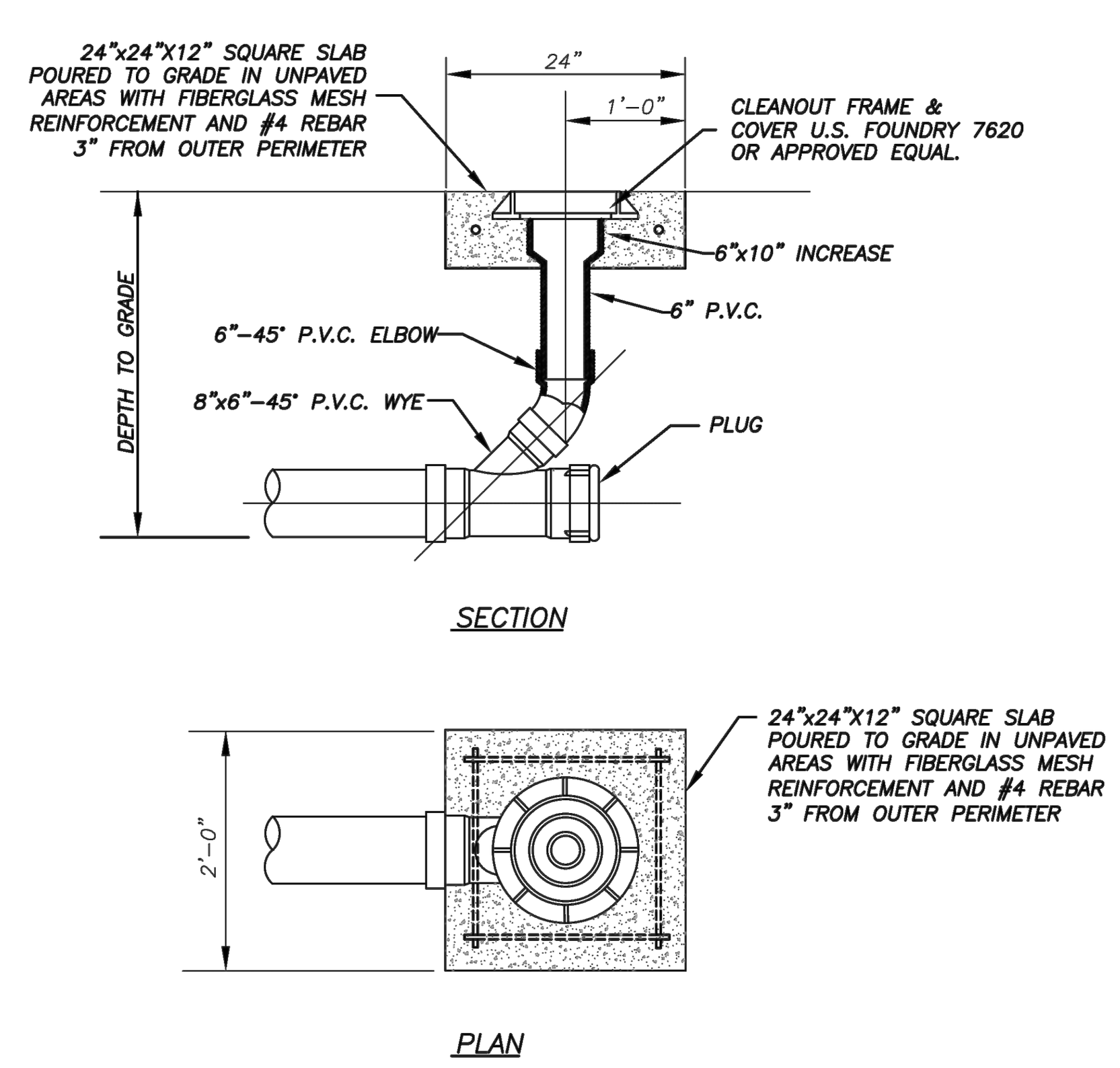
SIZE	SERVICE	LENGTH
4	FIRE DDC	53 INCHES
6	FIRE DDC	62 INCHES
8	FIRE DDC	69 INCHES
10	FIRE DDC	76 INCHES

WATER METER/BACKFLOW PREVENTER ASSEMBLY
FIRE SERVICE WITH DOMESTIC SUPPLY
(N.T.S.)

NOTES:

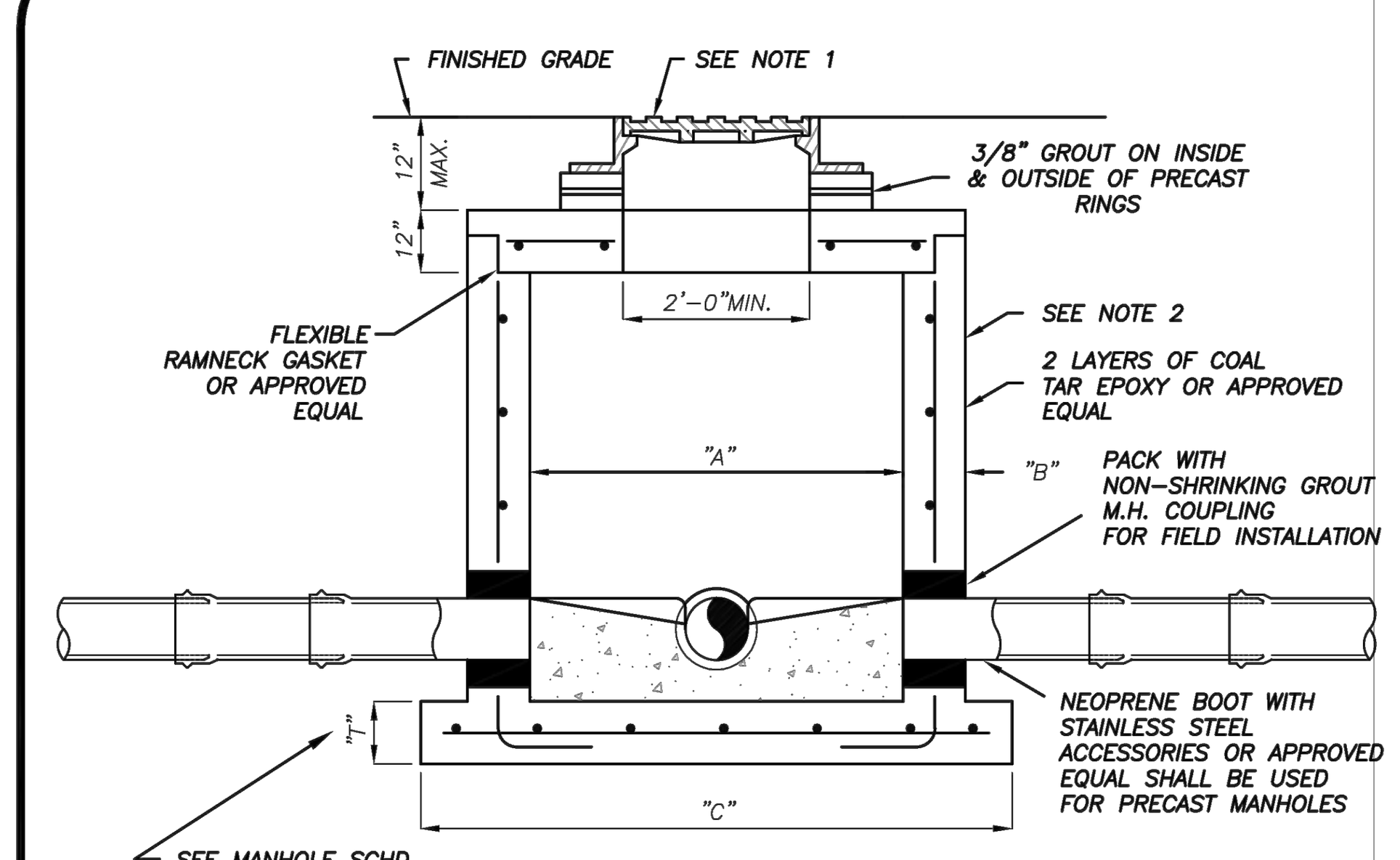
1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 36" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.
3. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
4. DOMESTIC SERVICE 2" OR LESS, USE 2" POLY STUBBED 12" ABOVE GRADE.
5. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER

WATER METER/BACKFLOW PREVENTER FIRE SERVICE WITH DOMESTIC SUPPLY — W-11
03-09 CONCRETE PAD SLL JLC | DESIGNED: JLC | COMPUTER FILE #: WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL WASTEWATER — S-4B
10-06 RBE | DESIGNED: JLC | COMPUTER FILE #: SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 2 OF 3



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"8"	76"	8"
30"-36"	5'-0"	"8"	88"	10"
42"-48"	6'-0"	"8"	100"	12"

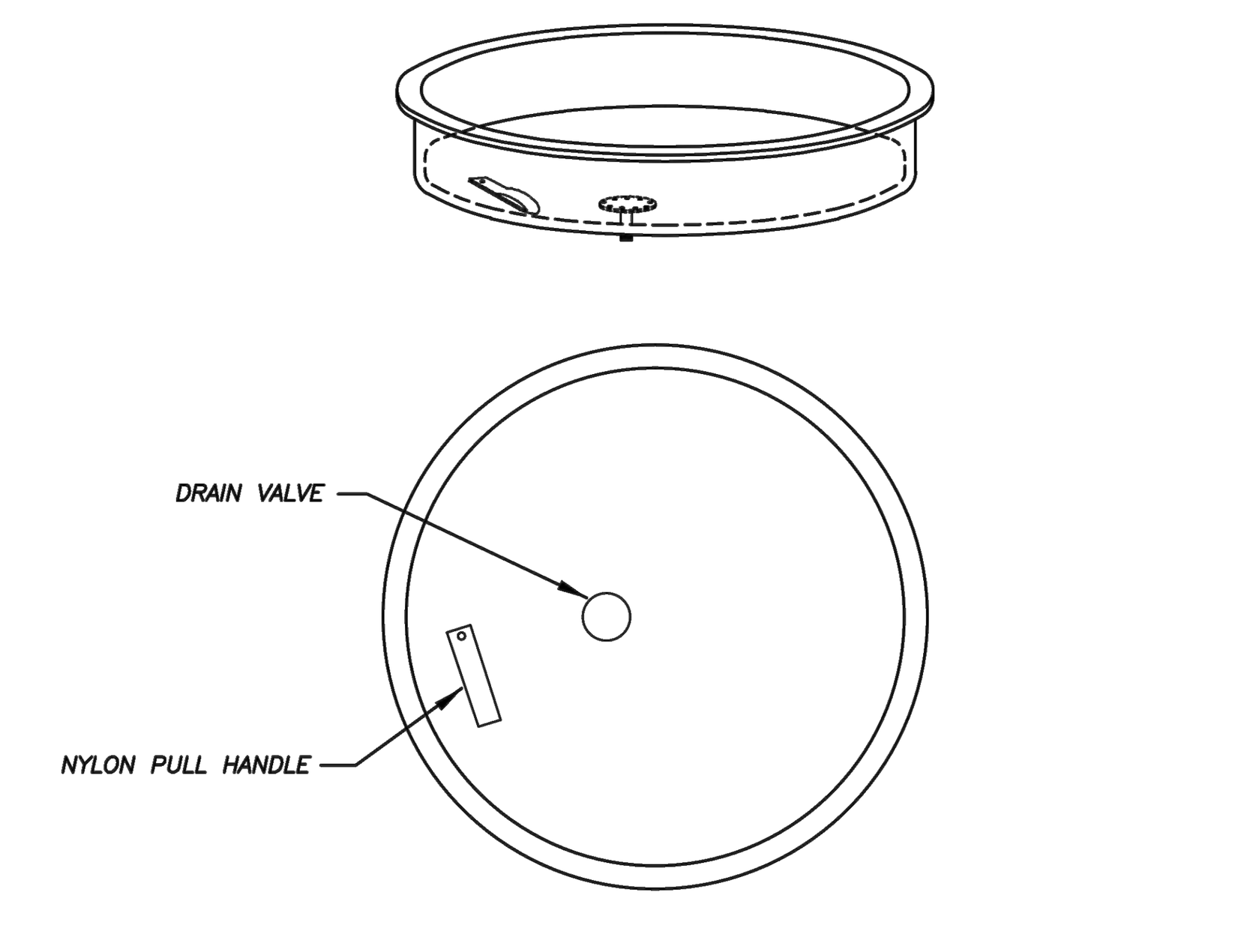
TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)

PRECAST MANHOLE DEPTH OF LESS THAN 5'- 0" — S-6
02-06 | DESIGNED: JLC | COMPUTER FILE #: SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

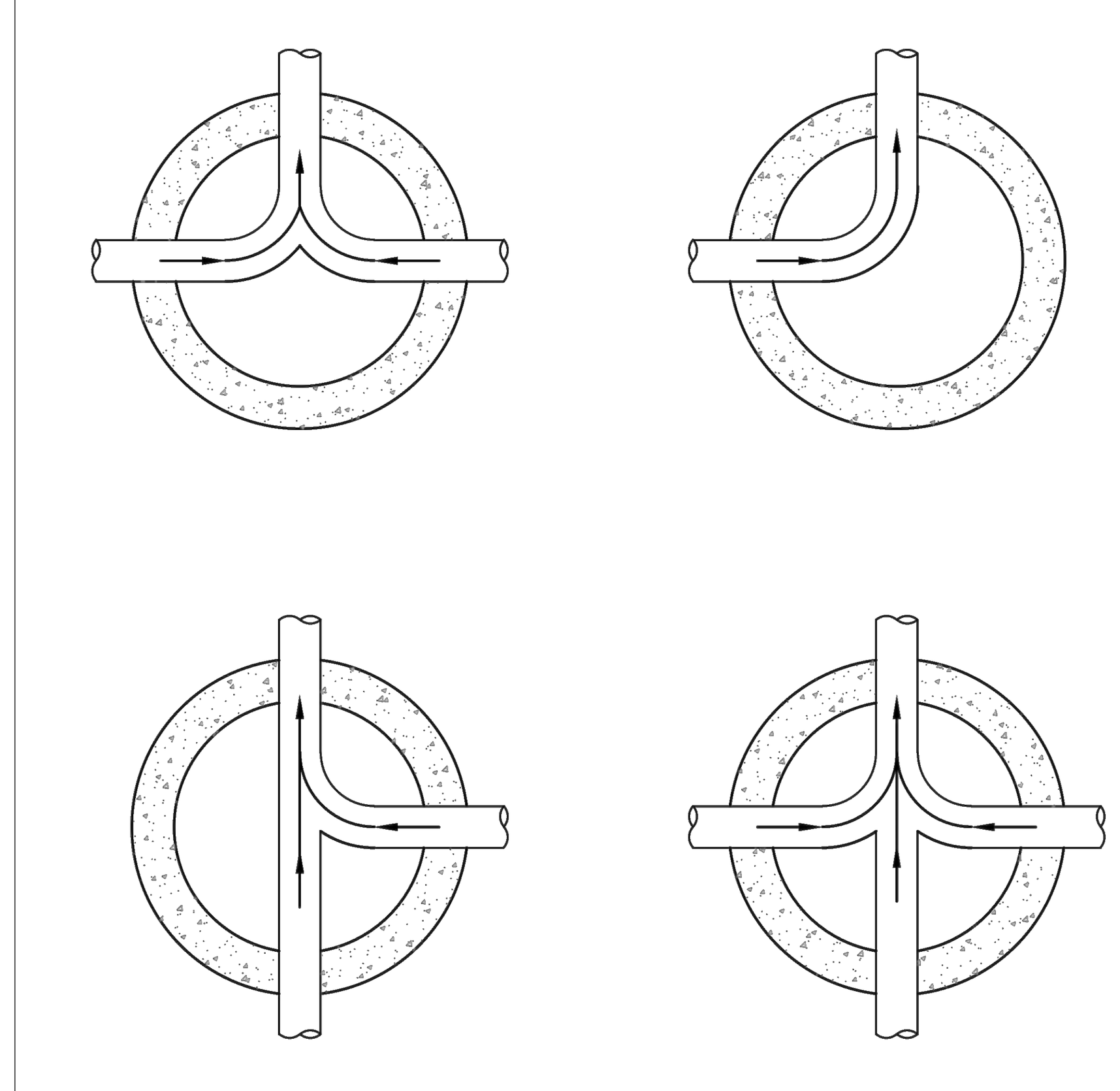


NOTES:

1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

RAINGUARD DETAIL — S-11
03-09 SLL JLC | DESIGNED: SLL | COMPUTER FILE #: SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

FLOW PATTERNS FOR INVERT CHANNELS — S-12
DESIGNED: JJM | COMPUTER FILE #: SEWER DETAIL 200602.DWG | DRAWN BY: JJM | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST | DESIGNED JBB | DRAWN JBB | CHECKED JBB | SCALE N.T.S. | DATE 04/30/21

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING LAND PLANNING ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

MISCELLANEOUS DETAILS

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION
JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER
DocuSigned by: Jodah Bittle A99EF7669C6C46B...
JODAH B. BITTLE
FL. REG. NO. 57396
DATE: 1/30/2023
PROJECT NO. 21-032 | SHEET 11

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC



MARK	REVISION	DATE
1	REVISED PER COFP AND FDEP	10/07/21
2	REVISED PER COFP AND FDEP	01/12/22

DRAWING 21-032 CONST

DESIGNED JBB | DRAWN JBB

CHECKED JBB | DATE 04/30/21

SCALE 1"=20'

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE PREPARED IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS WITHOUT PRIOR WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING . LAND PLANNING . ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772-770-9622 FAX 772-770-9496 EMAIL jbittle@sbsengineers.com
WEBSITE https://www.sbsengineers.com

AERIAL

OCEAN VILLAGE CLUBHOUSE

ENGINEER CERTIFICATION

JODAH B. BITTLE LICENSE No 57396 STATE OF FLORIDA PROFESSIONAL ENGINEER

JODAH B. BITTLE FL. REG. NO. 57396

Digitally signed by: Jodah Bittle

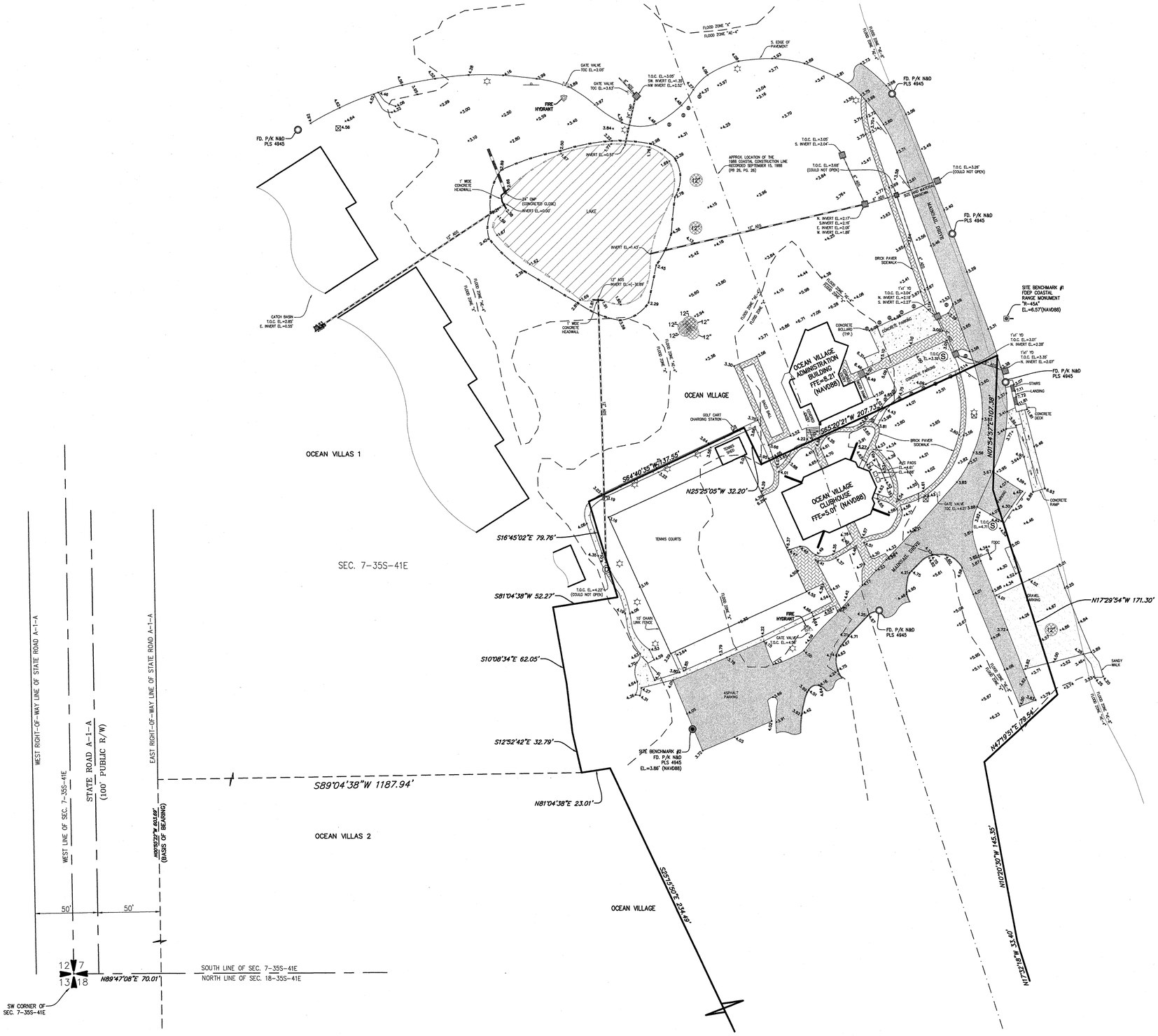
DATE: 1/30/2023

PROJECT NO. 21-032

SHEET 12

DocuSign Envelope ID: 60FD9234-1264-44B0-98B2-13889B9675EC

TOPOGRAPHIC SURVEY



REPORT OF SURVEY:

- TYPE OF SURVEY: TOPOGRAPHIC
- THIS SURVEY PERFORMED BY:

  MERIDIAN LAND SURVEYORS LB#6905 1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
- PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE: BILLY M. MOODY P.S.M. #5336
- NO LEGAL DESCRIPTION WAS FOUND IN THE ST. LUCIE COUNTY OFFICIAL RECORDS NOR PROVIDED BY THE CLIENT.
- ELEVATIONS AND DIMENSIONS SHOWN HEREON ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.
- THE LAST DATE OF FIELD WORK WAS: 03/18/2021
- THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND IMPROVEMENTS: UTILITIES, FOUNDATIONS, OR ENCROACHMENTS, EXCEPT AS SHOWN.
- NO INSTRUMENTS OF RECORD REGARDING EASEMENTS, RIGHT-OF-WAYS, OR OWNERSHIP WERE SUPPLIED TO THIS SURVEYOR, EXCEPT AS SHOWN.
- THE BEARING BASE FOR THIS SURVEY IS N00°55'22"W, ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A. ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.
- THE LIMITS OF CONSTRUCTION BOUNDARY LINE AS SHOWN ON THIS SURVEY IS BASED UPON A "LIMITS OF CONSTRUCTION" SURVEY PERFORMED BY ROLAND E. ROLLINS, PLS #4945 JOB # RR180604ASB3
- UNLESS OTHERWISE INDICATED, FOUND MONUMENTATION IS UNIDENTIFIED.
- THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X", "VE-8" AND "AE-6" , PER FLOOD INSURANCE RATE MAP #12111C0194 K, DATED FEBRUARY 19, 2020..
- THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. PRIMARY BENCHMARK UTILIZED IS NGS MONUMENT "B-770", EL.= 3.64'. SITE BENCHMARKS ARE AS SHOWN HEREON.

LEGEND & ABBREVIATIONS

SYMBOLS NOT SCALEABLE FOR SIZE

PLS	– PROFESSIONAL LAND SURVEYOR	☒	- CABLE TV BOX
PSM	– PROFESSIONAL SURVEYOR & MAPPER	℄	- CENTERLINE
LB	– LAND SURVEYING BUSINESS	⊡	- (CM) CONCRETE MONUMENT
℄	– CENTERLINE	▭	- CURB INLET
B.M.	– BENCHMARK	◎	- DRAINAGE MANHOLE
POC	– POINT OF COMMENCEMENT	⊠	- ELECTRIC BOX
POB	– POINT OF BEGINNING	⋈	- GATE VALVE
PCP	– PERMANENT CONTROL POINT		- GUY WIRE
PRM	– PERMANENT REFERENCE MONUMENT		- HYDRANT
IP	– IRON PIPE		- IRON PIPE
IRC	– IRON ROD & CAP		- IRON ROD & CAP
CM	– CONCRETE MONUMENT		- LIGHT POST
FD	– FOUND		- MITERED END SECTION
(P)	– PLAT		- POINT OF INTERSECTION
(OA)	– OVERALL		- SANITARY MANHOLE
R/W	– RIGHT OF WAY		- STREET SIGN
	– CABBAGE PALM		- SURFACE INLET
	– BEACH DAISY		- TELEPHONE SERVICE
	– SEAOATS		- TYPICAL ELEVATION
	– OAK		- WATER METER
	– SEAGRAPE		- WELL
	– EXOTIC		- WOOD UTILITY POLE

MERIDIAN
LAND SURVEYORS
1717 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: INFO@MLS-LB6905.COM

PROJECT# 21-025
DATE: 5/4/21
F.B. 354 PG. 37
DRAWN BY: NJL
CHECKED BY:
SCALE: 1"= 30'
SHEET 1 OF 1

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

NORTH

PLAT OF SURVEY FOR
PROCTOR CONSTRUCTION
2400 S. OCEAN DR.
FT. PIERCE, FL 34949

NO.	DATE	REVISIONS	BY

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

STATE OF FLORIDA BILLY M. MOODY LICENSE NO. 5336 STATE OF FLORIDA

5/5/2021

BILLY M. MOODY, PROFESSIONAL SURVEYOR AND MAPPER #5336

RESOLUTION NO. 23-R25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REVISING QUASI-JUDICIAL PROCEDURES** FOR THE CITY COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 17-R16 establishing quasi-judicial procedures; and

WHEREAS, the City Commission adopted Resolution 19-R35 revising the quasi-judicial procedures; and

WHEREAS, the City Commission has determined that minor revisions are necessary.

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

SECTION 1. When conducting quasi-judicial hearings, the City Commission shall follow the procedures as outlined in Exhibit "A."

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of March, 2023.

Linda Hudson

Linda Hudson, Mayor

ATTEST:

Linda W. Cox

Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

Tanya M. Earley, Esq.
City Attorney

Exhibit "A"

QUASI-JUDICIAL HEARING PROCEDURES AND RULES FOR EX PARTE COMMUNICATIONS

I. Scope and Applicability. These procedures shall apply to all quasi-judicial hearings held by the City Commission.

II. Proceedings. The Mayor (hereafter, the "Presiding Officer") shall conduct the proceedings and maintain order. The City Attorney shall represent the City Commission, rule on all evidentiary and procedural issues and objections, and advise the City Commission as to the applicable law and necessary factual findings. Hearings shall be conducted informally, but with decorum. Formal rules of procedure shall not apply except as set forth herein; however, fundamental due process shall be accorded.

III. Notice Required.

A. Notice of quasi-judicial hearings shall meet the requirements of Florida State Statutes and the City of Fort Pierce Code of Ordinances.

B. When the city is required by law to send notice by mail to adjacent property owner(s), the notice shall indicate that the public hearing will be quasi-judicial in nature, provide a physical copy or website link to the quasi-judicial procedures, and specify the deadline by which any request for party intervenor status must be received.

C. When the city is required by law to send notice by mail to adjacent property owner(s), city staff will mail such notice(s) on or about the date that the legal notice is submitted for advertisement. However, if an earlier mailing deadline is fixed by applicable statute or ordinance, city staff shall comply with that earlier deadline.

IV. Unauthorized Communications. In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. Ex parte communications with City Commissioners in quasi-judicial matters are permissible and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners:

A. The substance of any ex parte communication with a City Commissioner which relates to a quasi-judicial action pending before the Commission is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

B. A City Commissioner may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the Commission shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

C. City Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

D. Disclosure made pursuant to subparagraphs A, B and C must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

V. Witnesses and Supporting Materials. At least five (5) calendar days before a quasi-judicial hearing:

A. Staff shall prepare a report, recommendation and supporting materials, a copy of which shall be available to the applicant and to the public at the City Clerk's Office. Included in the supporting materials will be copies of all exhibits and documents upon which staff's recommendation is based.

B. The Applicant shall submit a detailed outline of the argument in support of their application, copies of all exhibits which will be presented at hearing and the names and addresses of all witnesses who will be called to testify in support of the application (including resumes for any witness the party intends to qualify as an expert).

C. The five calendar days deadline is necessary to ensure the Commission is given sufficient opportunity to review the written submissions prior to the hearing, and shall be strictly observed. Should the five (5) calendar day deadline be missed by either staff or the Applicant, the item may be continued at the discretion of the City Commission to the next available agenda.

VI. Party Intervenors. The City Attorney may allow a person to intervene as a Party Intervenor if they meet the following requirements:

A. The person must have an interest in the application, which is different than the public at large.

B. At least three (3) calendar days prior to the hearing, the person shall submit a written request to intervene including: a detailed outline of his or her interest in the application and argument in favor or against it, copies of all exhibits which will be presented at the hearing and the names and addresses of all witnesses who will be called to testify on their behalf (including resumes for any witness the person intends to qualify as an expert).

VII. Conduct of Hearing.

A. The Presiding Officer shall call the proceeding to order and announce that the hearing has begun.

B. The Presiding Officer shall inquire whether all parties, members of the public and Commission agrees to waive the quasi-judicial hearing.

C. When the quasi-judicial hearing is not waived, the City Attorney or Presiding Officer shall explain the rules concerning procedure, testimony, and admission of evidence.

D. When the quasi-judicial hearing is not waived, the City Clerk shall swear in all witnesses who are to testify at the hearing.

E. The order of proof shall be as follows:

1. A representative of the City's staff shall briefly describe the Applicant's request, introduce and review all relevant exhibits and evidence, report staff's recommendation, and present any testimony in support of staff's recommendation. Staff shall have a maximum of twenty (20) minutes to make their full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission. Any requests for extension of time shall be made to the Presiding Officer, but shall be solely at the discretion of the Presiding Officer.

2. The Applicant (or his/her representative or counsel) shall present evidence and testimony in support of the application. Applicant shall have a maximum of twenty (20) minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission. Any requests for extension of time shall be made to the Presiding Officer, but shall be solely at the discretion of the Presiding Officer.

3. Any Party Intervenor (or his/her representative or counsel) shall present evidence and testimony in support of or opposed to the application. A Party Intervenor shall have a maximum of twenty (20) minutes to make his/her full presentation, including opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the Commission. Any requests for extension of time shall be made to the Presiding Officer, but shall be solely at the discretion of the Presiding Officer.

4. Any other persons present who wish to submit relevant information to the City Commission shall speak next for a maximum of three (3) minutes each. Members of the public will be permitted to present their non-expert opinions, but the Commission will be expressly advised that public sentiment is not relevant to the decision, which must be based only upon competent substantial evidence.

5. The Applicant will be permitted to make final comments.

6. The Party Intervenor will be permitted to make final comments.

7. The City's staff will make final comments.

8. At the discretion of the Presiding Officer, the Applicant may be permitted to respond to the final Party Intervenor and staff comments and recommendations.

F. The City Commission will conduct open deliberation of the application. The Presiding Officer shall have the ability to reopen the proceeding for additional testimony or argument by the parties when it is necessary and appropriate as determined at the discretion of the Presiding Officer. After deliberations, a vote shall be taken to approve, approve with conditions or deny the application.

VIII. Examination by Commissioners and City Attorney or Legal Advisor. Commissioners and the City Attorney may ask questions of City staff, the Applicant (or his/her representative or counsel) or Any Party Intervenor (or his/her representative or counsel) who presents testimony or evidence at any time during the proceedings until commencement of deliberation.

IX. Cross-Examination of Witnesses. After each witness testifies, the City staff representative, the Applicant's representative and/or the Party Intervenor's representative shall be permitted to question the witness, but such cross-examination shall be limited to matters about which the witness testified and shall be limited to five (5) minutes per side. Members of the public will not be permitted to cross-examine witnesses. Cross-examination shall be permitted only as would be permitted in a Florida court of law.

X. Rules of Evidence.

A. All evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a court of law in Florida. Irrelevant, immaterial, harassing, defamatory or unduly repetitive evidence shall be excluded.

B. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a civil action.

C. Documentary evidence may be presented in the form of a copy or the original. Upon request, parties shall be given an opportunity to compare the copy with the original.

XI. Statements of Counsel. Statements of counsel, or any non-attorney representative, shall only be considered as argument and not testimony unless counsel or the

representative is sworn in and the testimony is based on actual personal knowledge of the matters which are the subject of the statements.

XII. Standard of Proof. The decision of the City Commission to approve, deny or modify an agenda item shall be based on competent 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.

XIII. Continuances and Deferrals. The City Commission shall consider requests for continuances made by City staff, the Applicant or a Party Intervenor and may grant continuances in its sole discretion. If, in the opinion of the City Commission, any testimony or documentary evidence or information presented at the hearing justifies allowing additional research or review in order to properly determine the issue presented, then the City Commission may continue the matter to a time certain to allow for such research or review.

XIV. Maintenance of Evidence and Other Documents. The Office of the City Clerk shall retain all of the evidence and documents presented at the hearing unless any such evidence is too large to be stored by the City Clerk or staff liaison. In that event, such evidence will be stored in the Planning Department.

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

March 20, 2024

Ocean Village POA
maney.gale@frsresidential.com

Leslie Olson, District Planning Group
leslie@districtplanninggroup.com

Lisa Reves, Becker Poliakoff
lreves@beckerlawyers.com

Chris Savino, Intervenor
chrisno33@yahoo.com

Dear Applicant, Owner and Intervenor:

Your Quasi-Judicial Hearing originally scheduled for Monday, March 18 was postponed to April 15, 2024. The meeting will be held at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, on an application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

It is important that you review the Quasi-Judicial procedures that can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures.

Pursuant to the City Commission vote, all materials and evidence to be considered during the quasi-judicial hearing, other than the project documentation already submitted and included on the March 18, 2024 agenda, must be submitted no later than 5:00 p.m. on April 1, 2024. All documentation will be shared with all parties as soon as possible after April 1, 2024. Please submit documents to lcox@cityoffortpierce.com.

If you have any questions, please contact me or the Planning Department.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Kev Freeman, Planning Director

Lisa A. Reves
Senior Attorney
Phone: 561.820.2878 Fax: 561.832.8987
lreves@beckerlawyers.com

Becker & Poliakoff
625 N. Flagler Drive
7th Floor
West Palm Beach, FL 33401

March 27, 2024

Via email to: shedges@cityoffortpierce.com

Ms. Sara Hedges, Esq.
City Attorney's Office
PO Box 1480
Fort Pierce, FL 34954-1480

Re: Ocean Village Property Owners Association, Inc. ("Association")

Dear Ms. Hedges,

Please be advised that this Firm serves as counsel to the Association in connection with the matters discussed herein. The Association submitted a major site plan development application to the City of Fort Pierce ("City"). That application was heard by the Planning Committee on February 12, 2024, and moved forward with a recommendation of approval. The same application was to be heard by the city council on March 18, 2024, but was postponed until April 15, 2024, to allow the Association time to obtain representation and for counsel to prepare for the hearing.

On March 12, 2024, Mr. Chris Salvino sent a letter to Mayor Hudon and City of Fort Pierce Commissioners. In this correspondence Mr. Salvino requests:

> "[O]fficial request for a Quasi-Judicial hearing to appeal the decision taken by the City Planning Board to approve the plan to build 5 pickleball courts in Ocean Village at 2400 South Ocean Drive on Hutchison Island to be heard at the Commissioner's Meeting at 5 pm on March 18th."

Ms. Linda Cox, City Clerk issued a letter on March 20, 2024, advising the Association, Leslie Olsen, District Planning Group and Chris Savino, Intervenor of the postponement of the Quasi-Judicial Hearing postponement. In the same correspondence. Ms. Cox advises of a deadline to submit evidence no later than 5:00 p.m. on April 1. 2024 so that "all documentation will be shared with all parties as soon as possible after April 1, 2024."

Resolution Number 23-R25 requires for a party to be deemed an intervenor they must meet the following requirements:

A. The person must have an interest in the application, which is different than the public at large.

B. At least three (3) calendar days prior to the hearing, the person shall submit a written request to intervene including: a detailed outline of his or her interest in the application and argument in favor or against it, copies of all exhibits which will be presented at the hearing and the names and addresses of all witnesses who will be called to testify on their behalf (including resumes for any witness the person intends to qualify as an expert).

Mr. Salvino did not request to intervene; he requested an appeal. He failed to provide all exhibits he will be presenting at the hearing, and he failed to provide names and addresses of all witnesses who will be called to testify. As such, the Association objects to the City, sua sponte designating Mr. Savino an Intervenor and request that the city grant him the same rights as any other interested party who wishes to object at a public hearing. The right to be heard at the hearing. No more no less.

Please note, under the terms of the Resolution, Mr. Savino has the right to submit documentation up and until three (3) days prior to the city commission hearing. The Resolution also provides for supporting material to be submitted up to five (5) calendar days before the quasi-judicial hearing.

In order to adequately represent Ocean Village, I have submitted public records requests and am still obtaining those documents. I received the bulk of those documents on March 26, 2024. The fact that the City is requiring documents to be submitted on April 1, 2024, only provides three (3) business days to review the documentation and prepare for a hearing that is scheduled for April 15, 2024. Since, the Resolution allows for the documentation to be provided up to five (5) days prior to the hearing, abbreviating the time frame that is typically afforded to applicants deprives my client the right to due process afforded to all other applicants.

Based on the forgoing, it is our expectation to be able to submit our backup documentation up until and including April 10, 2024, at 5:00 p.m. Additionally, please remove Mr. Salvino from all correspondence related to our application as he is not a party, has not qualified for Intervenor status and is merely an objector.

Very truly yours,



Lisa A. Reves

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL 32399-2400
Phone: (850) 245-8336

Permit No. _____ - _____

No. of Pages Attached: _____

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

PROJECT DESCRIPTION:

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature S C DeBack Date 10/03/2023 Telephone No. (772) 489.0300

Applicant's Printed Name Steven C. DeBack Address 2400 S OCEAN DR, FORT PIERCE, FL 34949

If applicant is an agent:

OCEAN VILLAGE POA, INC.	2400 S OCEAN DR FORT PIERCE, FL 34949	(772) 489.0300
Printed name of property owner	*Property owner's address*	*Property owner's telephone no.*

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

_____	_____/_____/_____
Staff Designee/Deputy Clerk	*Printed Name of Designee/Deputy Clerk* *Date*

EXPIRATION DATE: _____

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: YES NO Approved plans are attached: YES NO

POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

PUBLIC NOTICE

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;

(e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)1(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard Mail Station 35
Tallahassee, Florida 32399-3000

STANDARD FIELD PERMIT CONDITIONS

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.

2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.

3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.

4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.

6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.

7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.

8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.

9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).

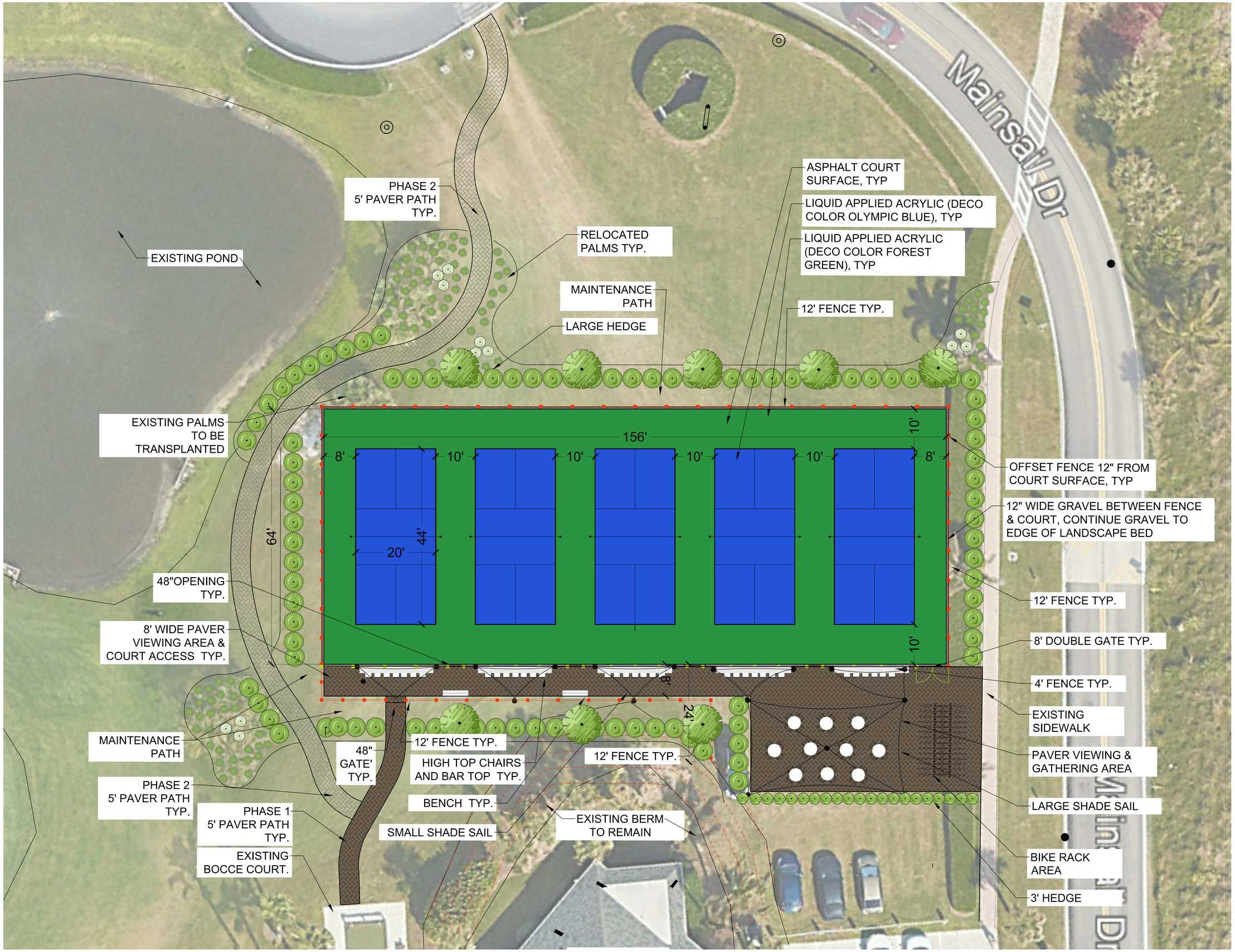
10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).

11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.

12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).

13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.

14) This permit has been issued to a specified property owner and is not valid for any other person.



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983
(772) 631-8400 | Paul@las-fl.com

Applicant:

Ocean Village
POA

OCEAN VILLAGE PICKLEBALL COURTS

Fort Pierce, FL

Site Plan

Revisions

Date	Init.	Description
9.06.23	PG	Concept Plan
9.14.23	PG	Concept Plan
9.18.23	PG	Concept Plan
9.20.23	PG	Concept Plan

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

LA-1

ENVIRONMENTAL RESOURCE PERMIT APPLICATION REPORT

Application #	Submittal #	Submittal Date
240118-42045	285213	01/18/2024

FOR AGENCY USE ONLY

ACOE Application #	_____	DEP/WMD Application #	_____
Date Application Received	_____	Date Application Received	_____
Proposed Project Lat.	_____	Fee Received$	_____
Proposed Project Long.	_____	Fee Receipt#	_____

SECTION A

A. Type of Environmental Resource Permit Requested (Select One):

- ○ General Permit
- ○ Mitigation Bank (construction)
- ○ Mitigation Bank (conceptual)
- ◉ Individual
- ○ Conceptual
- ○ Request for Exemption Verification
- ○ Extension of Permit Duration
- ○ Formal Wetland Determination
- ○ Infomal Wetland Determination
- ○ Minor Modification
- ○ Minor Modification w/Transfer

B. Type of authorization being requested (Select One):

- ◉ Construction or operation of new works, activities and/or a stormwater management system; or a new Conceptual Approval
- ○ alteration, maintenance, or repair of previously permitted works, activities or Stormwater Management System
- ○ Abandonment or removal of works, activities and/or stormwater management system
- ○ Alteration or operation of an existing stormwater management system which was not previously permitted by the DEP or WMD
- ○ Operation only permit
- ○ Construction of additional phases of a permitted work, activity and/or stormwater management system
- ○ Request for exemption
- ○ Extension of permit duration
- ○ New Wetland Determination
- ○ Reissuance of Formal Wetland Determination

Provide previous permit number: N/A

C. How many components are being affected? : 0
Components include service area,credit assessment; success or release criteria; hydrologic structures or alterations; construction or mitigation design that does not increase the project area; elimination of lands; or monitoring or management plans.

State 404 Authorization

☐ By checking this box, I am indicating intent to apply for a State 404 Authorization, which refers to dredge and fill program permits or activities within waters of the United States. Please complete and attach Section I as part of this submittal.

☐ By checking this box, I hereby voluntarily waive, in accordance with Rule 62-330.090(8), F. A. C. the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F. A. C, and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) if this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

D. Type of Activity you are applying(Check all that apply):

☑ For Activities in, on or over wetlands or other surface waters, or within 25 feet of a wetland or surface water. Wetlands and Surface waters are defined in Chapter=62-340.Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline, stabilization, mitigation, reclamation, restoration/enhancement (Section C)

☐ Activities within navigable or flowing surface waters such as multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures (Section D)

☑ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP) (Section E)

☐ Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21). (Section F)

☐ Creation or Modification of Mitigation Bank (refer to Chapter=62-342). (Section G)

E. For activities in, on or over wetlands or other surface waters, check type of federal dredge and fill permit requested

◉ Individual	○ Programmatic General	○ Letter of Permission
○ General	○ Nationwide	○ Not Applicable

F. Is this project part of a larger plan of development or sale?

○ Yes ◉ No

G. Impervious or semi-impervious area excluding wetlands or other surface waters (if applicable):0.51 acres

H. Volume of water the system is capable of impounding (if applicable):0.35 acres

OWNER(S) OF LAND:	ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER):
NAME:	NAME: Deback, Steve
ADDRESS:	ADDRESS: 2400 SOUTH OCEAN DRIVE Admin building
CITY,STATE,ZIP:	CITY,STATE,ZIP: Fort Pierce, FL 34949
COMPANY AND TITLE	COMPANY AND TITLE: OCEAN VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
TELEPHONE: FAX:	TELEPHONE: 772-489-0300 FAX:
AGENT AUTHORIZED TO SECURE PERMIT (IF AN AGENT IS USED):	**CONSULTANT (IF DIFFERENT FROM AGENT):**
NAME: Albrecht, Kevin	NAME:
COMPANY AND TITLE: ALBRECHT ENGINEERING GROUP LLC	COMPANY AND TITLE:
ADDRESS: Po box 12962	ADDRESS:
CITY,STATE,ZIP: Fort Pierce, FL 34979	CITY,STATE,ZIP:
TELEPHONE: 772-323-9140 FAX:	TELEPHONE: FAX:

Project Location Details

Project Name: Ocean Village Pickleball Court
Project Acreage: 0.69
Irrigated Acreage:
Number of new or modified boat slips: _____
Total acres of work in, on or over wetlands or surface waters: 0.01
Project Address: 2400 SOUTH OCEAN DR
City, Town or Village: Fort Pierce
Zip: 34949
Latitude: _____
Longitude: _____
Directions to site from nearest major intersection: 1,500 feet east of Intersection of clipper Drive and A1A

County: ST LUCIE			
Sections	Township	Range	Land Grant
07	35	41	
Tax Parcel Id No			
2507-321-0001-000-5			

Applicant Signature/Owner Authorization

Kevin Albrecht

AUTHORIZED AGENT

01/18/2024
Date

Statement Of Agreement

By signing this application form, I am applying for, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001. I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Prepared by:

Name:	Kevin Albrecht
Agency of Employment:	Albrecht Engineering Group
Position:	Engineer
Email Address:	kalbrechtpe@gmail.com
Phone Number:	772-323-9140
Signature Date:	01/18/2024

Existing or Proposed Permits

Describe in general terms the proposed project, system, or activity.
Construction of 0.36-acre of new impervious area for a pickleball court and associated access elements, which is attenuated and treated with a 0.2-acre dry detention ponds. Only surface water impact is for the proposed outfall pipe MES.

Please identify by number any MSSW/Wetland resource/ERP/ACOE Permits pending, issued or denied for projects at the location, and any related enforcement actions.

Agency	Date	No.Type of Application	Action Taken

Note:The following information is required **only** for projects proposed to occur in,on or over wetlands that need a federal dredge and fill permit and/or authorization to use state owned submerged lands and is not necessary when applying solely for an Environmental Resource Permit. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applicant). Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary.

1.	2.
3.	4.

Additional Existing Permit Information

Landuse	
RECREATIONAL INCLUDING GOLF	
Supporting Documentation	
File Name	**File Size**
Deed.pdf	843 KB
Project Location.pdf	642 KB
Pickle Ball Court Stormwater Calculations 01102024.pdf	2 MB
Ocean Village Pickleball Plans.pdf	2 MB

SECTION C

Activities in, on or over wetlands or surface waters.

(Describe, in general terms, the type of activity.Use less than 1500 Characters.)

- This projects surface water impacts include relocation/enlargement of an existing outfall pipe into a manmade pond within the existing golf course. The pond is interconnected to a series of manmade ponds within the community which are discharged through an existing control structure.

Supporting Documentation	
File Name	**File Size**

SECTION E

Construction or alteration of an engineered stormwater management system.

(Describe, in general terms, the type of activity.Use less than 1500 Characters.)

- Construction of 0.6 acre pickle ball facility and 0.2 acre stormwater pond.

Supporting Documentation	
File Name	**File Size**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Leslie Olson, AICP
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project#: 23-07000026

Subject: Ocean Village Pickleball Courts – Major Site Plan – Parcel ID: 2507-321-0001-000-5 –- Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey with calculations and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City Code Section 26-40; Limit hours of operation for the Pickleball Courts to Monday through Saturday 7am-11pm, and Sunday 7am-1pm.
4. Adhere to the recommendations of the Pickleball Sound Analysis Report completed by PSM LLC for Pickleball Sound Mitigation prior to issuance of Final Certificate of Occupancy.
5. Adhere to the following Sound Mitigation recommendations:

- Install 14 ft high mass-loaded vinyl barriers along the west side of the proposed courts, 15 ft along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. ***These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences on all floors of the buildings.***
- Diagonal corners for the fencing in three locations, ***which will enhance fence strength and reduce sound reflections.***
- The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. ***The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound, and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.***
- The use of paddles and tournament approved paddles that meet the requirements of PSM LLC Pickleball Sound Mitigation firm's latest Blue List of Recommended Paddles listed below:

THE PICKLEBALL PADDLE BLUE LIST

PICKLEBALL SOUND MITIGATION LLC

www.pickleballsound.com

Updated: November 4, 2023

Paddle Vendor	Paddle Model Name	Notes
CRBN	1 and 1x	
CRBN	2	
Diadem	Vice	1
Diadem	Warrior	
E6	16s	
Electrum	E Pro II	
Focus	Silencer	
Franklin	Pro Series 16 mm	
Gamma	Obsidian 16	
Gearbox	CX11	
Gearbox	CX14	
Gearbox	GX5 and GX6	
Joola	Ben Johns 16 mm	
Joola	Simone Jardim 16 mm	
Joola	Radius	
Master Athletics	Q1	1
One More	Vibe	
One More	Pro Custom	
Pickleball Rocks	The Dude	
Pickleball Rocks	Pink Widow	
Pro Drive	DRIVE	
Pro Kennex	Pro Speed	
Pro Kennex	Ovation	
Pro Pickleball	Infinity Widebody 16 MM	
Selkirk	Amped Epic	
Selkirk	Vanguard Invikta	
TMPR	Tantrum and TC-16	
Versix	Pro XL	
Wild Monkeys	Grizzly	
Wowlly	Surge XL	
Wolfe	Bite	

Note 1: Two of the above paddles are not USA Pickleball tournament approved

- ½ inch thick polyethylene, Nomex or aluminum core and fiberglass, graphite or composite face paddles are not permitted on these courts, since those models tend to be loud and to

have a pitch above 1,000 Hz. This includes paddle models such as the Onix Z5, the Engage Encore, the Pro-lite Champion and the Paddletek Element and other models.

LANDSCAPING CHECKLIST - Ocean Village Pickle Ball Courts (Major Site Plan)

		COMPLY	COMMENT
123-36	SINGLE AND TWO FAMILY Single-family and two-family dwelling that have less than 4,000 square feet of interior floor area	NO	
(1)	Slab on Grade go to 123-36(2)	-	
	36" High Shrub or Hedge Landscape skirt around building or Stone Wall.	-	
(2)	Minimum 4 trees location and maintenance.	-	
(3)	Grass and or landscaping for groundcover (comply with 124-37)	-	
(4)	Adjacent ROW sodded and trees planted	-	
123-36	GENERAL Does not apply to 123-36	GUIDE	<<<<LINK
(1)	PLANT MATERIALS - Florida No. 1 - Grades and Standards for Nursery Plants Part 1 and Part 2, Department of Agriculture		
a	TREES	-	
a.1	Trees 12ft high DBH 2.5" at 4.5 ft. Palms 10ft clear trunk		
a.2	15ft spread and 15ft high at maturity	-	
a.3	50% non-Palm	YES	
a.4	Root system barrier if close to ROW etc.	YES	
a.5	Trees not permitted: Melaleuca, leucadendron (punk tree), Schinus terebinthifolius (Brazilian pepper) and Casuarina sbp. (Australian pine)	-	
	Invasive - Category 1 not permitted	INVASIVE	<<<<LINK
b	SHRUBS AND HEDGES Minimum 24 inches high and form a 36" hich continous screen	YES	
	Fence /Planting screen minimum 6ft high if Abuting Residential	YES	
c	GROUND COVERS in lieu of grass - finished appearance within 3 months	YES	
d	GRASS Permanent Lawn standard	YES	
e	EXISTING PLANT MATERIAL Credit if incorporated	YES	
(2)	LANDSCAPED AREAS Each area should have at least one tree, shrub, grownd cover.	-	
(3)	LANDSCAPE STRIPS	-	
a.	6 ft wide if lot is <10,000 sq.ft. 10 ft wide if >10,000 sq.ft.		
b.	One tree for each 300 sq.ft of required landscape area - remainder covered with grass, groundcover or other as approved.	-	
(5)	OTHER PROPERTY Between ROW and Buildings covered with grass or other gound cover as approved	-	
(6)	VEHICULAR USE, BUILDING, RETENTION/DETENTION adjacent to other property	-	
a.	Vehicular Use abuting property but not ROW - 10 ft wide.		
b.	If (6)a required then one tree per 200 sq.ft of required, grass ground cover or other approved.	-	
(7)	INTERIOR VEHICLE USE AREAS (urban design options	-	
a.	Lot area > 4,000 sq.ft. 1 sq.ft. Landscaping to every 15 sq.ft. of vehicular use area (1:15). (Exception I-1 & I-2 @ 1:30) Minimum 100 ft x 10 ft		
b.	One tree for each 100 sq.ft of required landscape area - remainder covered with grass, groundcover or other as approved.	-	
c.	Existing Tree Preservation credit - Also refer to Code DBH @ 4.5 ft above ground >12"=500 sq.ft. 6"-12"=400 sq.ft. 3"- 6"= 100sq.ft	-	
(8)	Adjacent to Street ROW Department determines planting of shade trees in ROW.	-	
	Palms may be required for driveway entrances - clear vision	-	
(9)	OTHER AREAS - When C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2 Site obscuring fence/planted material - noise/visual buffer solid or planted standards.	YES	
(10)	SCREENING OF REFUSE COLLECTION AREAS Screening & Gates	-	
(11)	INSTALLATION STATEMENT	YES	
(12)	MAINTENANCE STATEMENT	YES	

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Tracy Telle, Assistant City Engineer TST

RE : Ocean Village Pickleball Courts Site Plan – 2400 S. Ocean Drive
TRC No. 23-07000026

DATE : December 12, 2023

This is to advise you that we have completed the review of the following documents as received by this office on December 7, 2023:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for advisory comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually, and a thorough review of the plan will be conducted at time of Site Work Permit application.
2. Required permitting for the project may include South Florida Water Management District and Florida Department of Environmental Protection (NPDES Permit and CCCL General Permit).

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

MEP

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/19/23

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 23-07000026

Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

Comments

FPUA W/WW Engineering: Approved.

FPUA Electric Engineering: Electric and Gas Engineering has reviewed the application. **Approved.**

Please contact Sal Scimeca for project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
<sscimeca@fpua.com>
772.466.1600 ext. 6957

FPUA Gas: N/A

FPUAnet Fiber: N/A

Lisa Cataline is a seasoned professional in the Real Estate industry, currently serving as the Regional Vice President and Broker for Coldwell Banker Paradise. With over a decade of experience in Real Estate, Lisa brings a wealth of knowledge and expertise to her role.

In her capacity, she oversees the daily operations of eight offices, managing a team of over 25 staff and 200+ agents. Prior to her career in Real Estate, Lisa spent over 20 years honing her skills in Human Resources and Operations, which has equipped her with a strong foundation in leadership and organizational management.

Since 2016, she has been deeply engaged in Ocean Village Sales and Rentals, leveraging her expertise and passion for Real Estate to make a significant impact in the community. Over the years, she has developed a profound love for Ocean Village and all it has to offer.

Education: Northwood University, Bachelor of Business Administration: Management



Lisa Cataline
Regional Vice President | Broker
Coldwell Banker Paradise
Lisa.Cataline@CBParadise.com
Office: 772-461-1324
Call: 704-280-5267

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:41:07 PM 3/27/2024

Licensee Information

Name:	**REINWASSER, ALLEN (Primary Name)**
Main Address:	**200 S DORCHESTER AVE ROYAL OAK Michigan 48067**
County:	**OUT OF STATE**

License Information

License Type:	**Real Estate Broker or Sales**
Rank:	**Sales Associate**
License Number:	**SL3484736**
Status:	**Current,Active**
Licensure Date:	**11/20/2020**
Expires:	**09/30/2024**

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. **Privacy Statement**

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. Please see our **Chapter 455** page to determine if you are affected by this change.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:47:37 PM 3/29/2024

Licensee Information

Name:	**CATALINE, LISA MARIE (Primary Name)**
Main Address:	**1831 CRESTVIEW DR APT A FT. PIERCE Florida 34949**
County:	**ST. LUCIE**

License Information

License Type:	**Real Estate Broker or Sales**
Rank:	**Broker**
License Number:	**BK3349993**
Status:	**Current,Active**
Licensure Date:	**03/07/2016**
Expires:	**09/30/2024**

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. **Privacy Statement**

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. Please see our **Chapter 455** page to determine if you are affected by this change.

Robert M. Unetich | Professional Engineer

1811 Woodlands Circle
Pittsburgh, PA 15241
Cell: 412-780-4575
Email: Bob@pickleballsound.com
and itsrmu@aol.com

Professional Profile

An electrical engineer by training, active now as a consulting engineer specializing in pickleball sound.

Experienced in electronic product development and sound barrier design with over 50 years of engineering experience. Licensed as a professional Engineer in Pennsylvania since 1976.

Engineering and Management Career Summary

2022 – Present	Founder of Pickleball Sound Mitigation and Pickleball Sound Laboratories
2007 – Present	Owner of GigaHertz LLC, an electrical engineering and acoustics consulting firm located near Pittsburgh, PA. GigaHertz LLC has been active in pickleball acoustics consulting for about 6 years
2004 – 2007	Owner of Axcera LLC, a manufacturer of analog and digital radio frequency transmitters for television and wireless digital microwave services
1998 – 2004	Adjunct Professor of Engineering at Carnegie Mellon University Work included teaching courses in business for engineers and entry level electrical engineering
1982 – 1997	President of ITS Corporation, a manufacturer of television transmitters. ITS Corporation was acquired by ADC Telecommunications in 1996.
1978 – 1982	Engineering Manager of Broadcast Transmitters, RCA Corporation, Meadowlands, PA
1976 – 1978 `	Engineering Manager of Television Transmitters, Harris Corporation, Quincy, IL
1970 – 1976	Chief Engineer and VP of Engineering of EMCEE Broadcast Corp., White Haven, PA
1968 – 1970	Design Engineer for Honeywell Information Systems, Clearwater, FL. Involved in the design of early GPS receivers.

Education

1964 – 1968 BSEE from Carnegie Mellon University, Pittsburgh, PA

Patents

Several granted patents including a novel power supply design, a waveguide microwave filter and inventions in the field of diathermy.

Publications

Extensively published in the fields of pickleball sound, television technology and radio wave propagation. Currently the author of Pickleball Magazine's Rules Guru Column, the administrator of the facebook group Pickleball Sound Mitigation, the administrator of two pickleball referee facebook groups and a USA Pickleball Certified Referee.

PSM LLC
Pickleball Sound Mitigation

Pickleball Sound Analysis Final Report

For

Ocean Village POA, Fort Pierce, FL

December 8, 2023

Robery M Unetich

Executive Summary:

PSM LLC has studied the proposed pickleball court site plans for Ocean Village. We have considered a number of sound barrier designs and other pickleball sound mitigation methods to minimize the likely impact of pickleball sound at homes close to this site. Our recommendation is that these courts should have a minimum of **fourteen ft. high mass-loaded-vinyl (mlv) barriers along the north and the west court fences and 12 ft high sound absorbing barriers along the south fence** (to minimize reflected sound traveling to the north) and a 12 ft. wide barrier on the north-east side corner. It is not necessary to have chain link mesh reach above the 10 ft height and 10 or 12 ft chain link is generally available as are long heavy duty pipes for barrier support.

In addition, we recommend the use of paddles and tournament approved paddles that meet the requirements of our firm's latest Blue List of Recommended Paddles and the newly released requirements of USA Pick;leball **Noise Reduced** tournament approved paddles.

We also recommend that ½ inch thick polyethylene, Nomex or aluminum core and fiberglass, graphite or composite face paddles not be permitted on these courts, since those models tend to be loud and to have a pitch above 1,000 Hz. This includes paddle models such as the Onix Z5, the Engage Encore, the Pro-lite Champion and the Paddletek Element and other models.

If these recommendations are adopted, we believe that sound levels at all nearby homes, including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

To be effective, the barrier materials must be of sufficient weight and properly sized and installed. We recommend that the mlv weigh at least ½ pound per square ft. We will provide additional guidance about sizing and mounting these recommended barriers. We are confident that if all of these steps are taken, pickleball sound at this site will be within the requirements stated above.

We also have a set of suggestions about the fence design, such as installing diagonal corners to strengthen the fence.

Report Summary: This report is a follow-on report to the report delivered to Ocean Village on March 25 of 2022 and of a draft report delivered to Ocean Village on November 13 of this year.. Therefore, it does not provide the usual description of pickleball sound and how we measure it. The report does, however, predict pickleball sound levels with and without specific combinations of sound barrier designs.

It also adds updated information about quieter pickleball equipment, a topic that is evolving rapidly because of the increase in attention pickleball sound is receiving nationwide. A benefit of this evolution is that the sound levels of many of the new paddles entering the market are lower and this trend can be expected to continue.

In addition, this report includes on site noise data taken by a PSM LLC engineer on the morning of November 10, 2023 and the afternoon of November 21, 2023, where background noise was measured and recorded at six locations in order to qualify the typical average background noise level in the vicinity of the planned courts. The original report measured an average noise level of 48 dBA but the new noise appendix is a more comprehensive analysis of noise levels at this location and it deduces from the data that the average noise level for the two visits this year was 47.4 dBA. The complete site visit report is included as Appendix A

The design of the barriers recommended includes a consideration of noise ordinances, ANSI recommendations and the field experience of PSM LLC. The predictions of sound levels are experience based. The software used for analysis of barrier designs, ***Noise Tools,*** does a calculation of diffraction losses, reflected sound path echos and the insertion loss of barrier materials.

The initial drawing below is a site plan superimposed on a Google Earth satellite view. Local photos taken by PSM staff enable us to consider the heights and elevations of the building surrounding the proposed pickleball site. The software is using satellite photos obtained from Google Earth and elevation information of roof heights to predict sound levels resulting from a sound source placed to simulate players on the courts.

The Sections that follow include:

1. A Site Description
2. A review of local noise ordinances and the ANSI Recommendations
3. A plot of predicted sound levels with no barriers and with ordinary pickleball paddles
4. A plot of predicted sound levels with no barriers and with quieter paddles meeting the requirements of the PSM LLC Blue List and USAor better, which is attached as an Appendix
5. Several plots of predicted sound levels with different height barriers on four sides of the courts
6. Our Conclusions and Recommendations
7. The Blue List of Recommended Paddles
8. Appendix A: A Report on Background Noise Levels

Site Description

The Latest Court Layout Drawing



Satellite View with distances to close homes from the center of the court area:



The distances to homes from players in the center of the court location are about 250 ft. It is about 70 ft less for players on the west side of the courts, making it about 180 ft. The north fence is about 220 feet from the fence to homes.

The ground surface between the courts and the homes is primarily grass, which has a lower reflection coefficient than asphalt or concrete and ground reflection is included in the computer analysis.

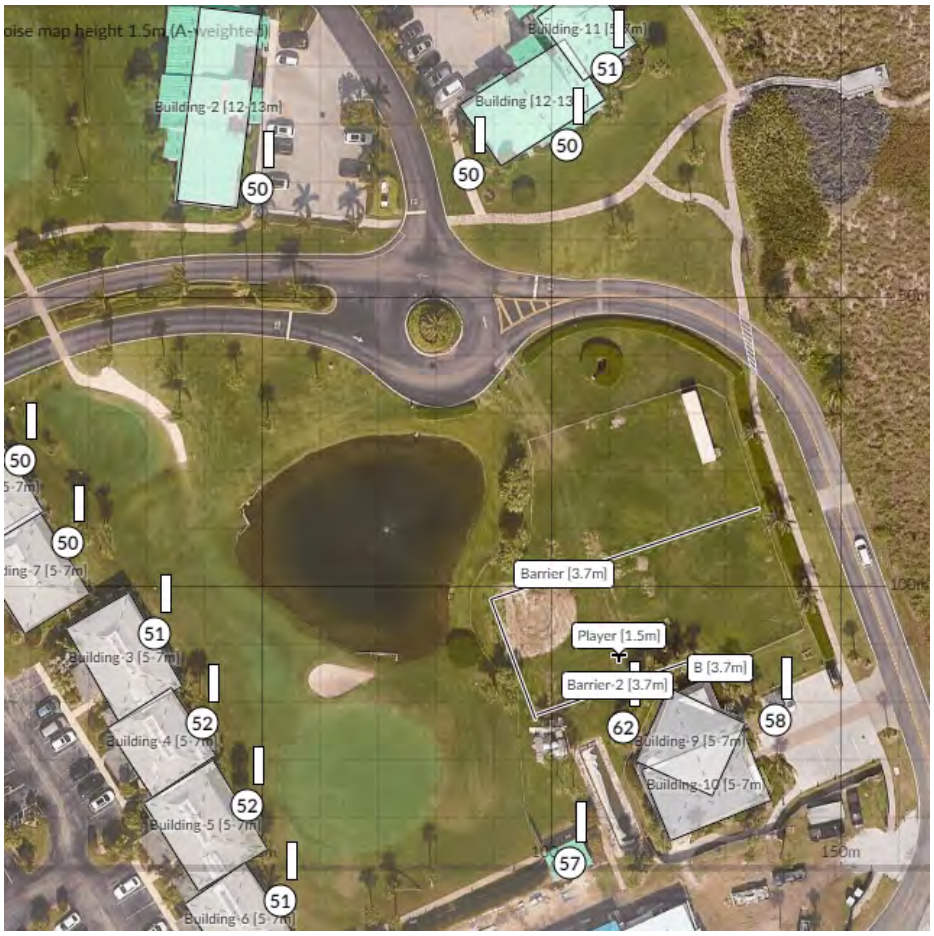
Adding Barriers and Quieter Paddles

While pickleball sound levels can reach 70 dBA at 100 feet from players over a hard surface, a barrier will reduce the ground reflection component by 3 dB and because of the inverse square law of energy distribution, levels will decrease by 6 dB when the distance doubles

Tests show that the enforced use of **tournament approved quieter paddles**, will reduce sound levels by 4 decibels. Using these factors we can calculate the predicted levels at the nearby homes with no barriers in place in the following plot



If we add barriers to three sides we will both attenuate the main path levels and attenuate the reflected path sounds. This next design plot adds three 12 ft high (3.7 meter) barrier sections along the north and west fences and a 12 ft high sound absorbing barrier along the south fence:



As seen above, sound levels are now close to but not under our established goal of under 50 dBA LAFmax at all residences.

It would be possible to reduce the levels by 2.5 decibels by requiring and enforcing the use of a quieter pickleball, such as the Onix Fuse, and this in fact one option. If that selection was made this would be the resulting sound level plot:



These levels are at the identified goal of 50 dBA or lower but it requires the enforced use of a ball such as the Onix Fuse.

Many pickleball players strongly prefer using the more popular tournament approved balls, the Franklin-X or Dura Fast 40. Rather than add a difficult to enforcement requirement on all players, we modeled the idea of increasing barrier heights and using the Franklin-X ball in the next soundscape plot.

We also added a 12 ft high by 12 ft. length of barrier covered fence in the north-east corner to reduce sound diffraction around that corner. It is called barrier # 5 in the plot.

This alternative design retains the use of the Franklin-X ball and it raises the barrier heights to 14 ft in two directions, west and north. We then obtained this plot:

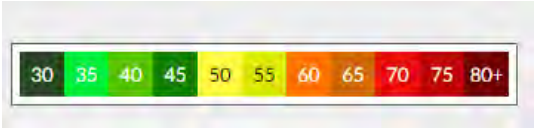


The 14 ft high barrier does not need to be fully covered by chain link mesh. Heavy duty support posts, which are readily available, can support a 14 ft high pipe frame. We recommend that a structural engineer be involved in the fence design.

The next plots also incorporate two diagonal fence sections in the north-west corners and north-east corners to strengthen the fencing.

Using the color graphics of Noise Tools Software, we see this soundscape in the following plot. This plot uses this color legend below for sound levels in dBA LAFmax metric.





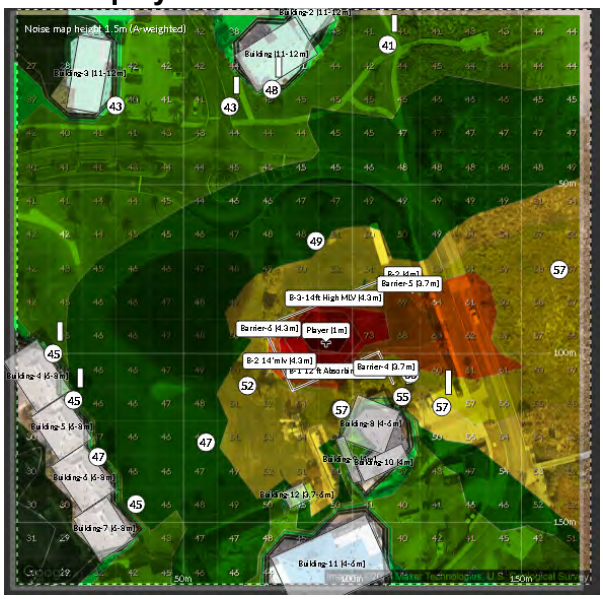
The player in the above has been positioned (on Court 3, assuming a left to right court numbering method) to create the highest distant sound level.

To test that setting, the player is now moved to each court and the new soundscapes are plotted below:

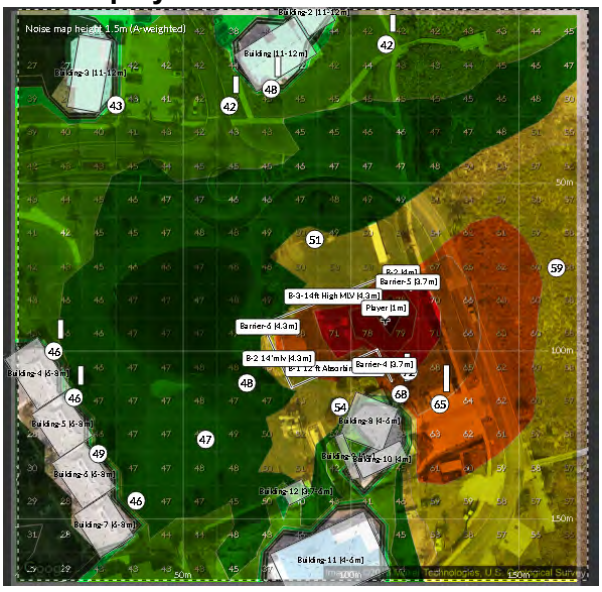
Court 1 player:



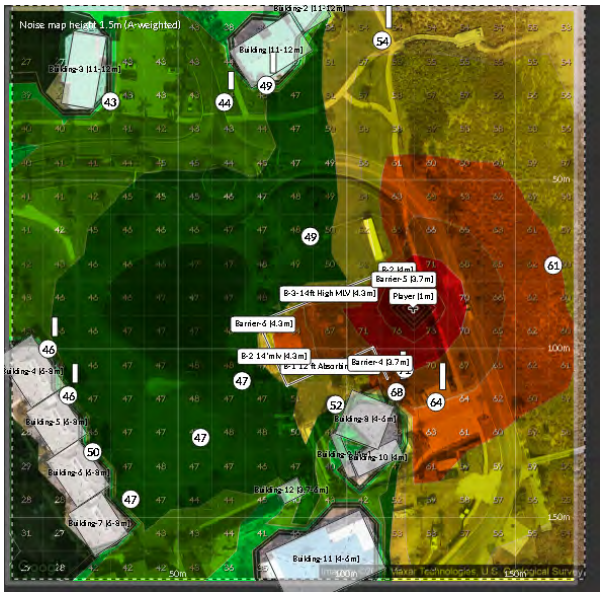
Court 2 player:



Court 4 player:



Court 5 player:



The above plots include the placements of hitters on all five courts and the predicted sound level does not exceed 50 dBA at homes. This combination of barriers includes 14 ft high mlv types on the north and west and a 12 ft high absorbing type along a portion of the south fencing plus a short section of mlv along the north east corner plus the use of quieter but tournament approved paddles and the most common tournament balls.

Sound levels are now below the target level of 50 dBA at all homes including on all floors. A 15 ft high barrier could be considered as an option.

The next plot assumes that the north barrier height is increased to 15 ft above the court surface. While this remains an option, the plot illustrates that the added reduction is modest.



If Ocean Village selects a fencing company that can install a fence of these varying heights, with the diagonal corners recommended and with sufficient wind loading capability, PSM LLC recommends the 14 ft high fence design be implemented.

Fort Pierce Noise Ordinances:

Noise is limited in ARTICLE II of the Fort Pierce Code of Ordinances. The followings sections, shown in italics, define the noise limits:

Sec. 26-37. - Purpose.

a) *Excessive, unnecessary or unusually loud noise is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.*

(b)

b) *It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.*

Sec. 26-38. - Terminology, standards, and definitions.

a)Definitions

b) ***Classification of use occupancy****. For purposes of defining the use occupancy, all premises containing habitually occupied sleeping quarters shall be considered residential use. All premises containing transient commercial sleeping quarters shall be considered commercial use. All premises containing businesses where sales, professional or other commercial uses are legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered industrial use. In cases of multiple use, the more restrictive use category shall prevail. Hospitals, nursing homes, schools, libraries, churches and all institutional uses shall be considered residential uses. Any area not otherwise classified shall conform to commercial standards.*

(c)

c) *Maximum permissible sound levels by use occupancy. It shall be unlawful to project a sound or noise, from one property into another property within the boundary of the use occupancy, which exceeds either the limiting noise spectra set forth in Table I below or exceeds the ambient noise level by more than three decibels when measured as specified under the noise enforcement practices as adopted by the city commission by ordinance.*

(1)

Sound or noise projecting from one use occupancy into another use occupancy with a different noise level limit shall not exceed the limits of the use occupancy into which the noise is projected.

(2)

The limits hereinabove referred to shall be in accordance with Table 1 in section 26-40.

Sec. 26-40. - Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

Table 1. Sound Level Limits by Receiving Property

Receiving Property Category	*Time*	*Sound Level Limit (dBA)*	*Sound Level Limit (dBC)*	*Sound Level Limit (dBZ)*
Residential	Monday through Saturday, 7:00 a.m.—11:00 p.m.	60	60	60
Residential	Sunday, 7:00 a.m.—1:00 p.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Residential	Sunday through Saturday, 11:00 p.m.—7:00 a.m.	See subsection (1) of this section.	See subsection (1) of this section.	See subsection (1) of this section.
Commercial	At all times	65	65	65
Industrial	At all times	70	70	70

(1) It shall be unlawful for any person to make, continue or cause to be made or continued within that portion of the city which has been designated as a residential or mixed use area of the city, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. any unreasonably loud, excessive, unnecessary, or unusual noise in such manner that noise produced, or the vibration made, by the same would be obvious, or cause discomfort and annoyance to an ordinary, reasonable prudent person at a distance greater than 50 feet from the real property line of the nearest receiving property. A sound level meter or sound level reading shall not be necessary for the enforcement of this subsection.

2) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ.

Analysis of the Ordinances:

We defer to others the meaning of b) ***Classification of use occupancy****. Maximum permissible sound levels "****by use occupancy****",* which limits sound levels to within 3 decibels of background noise levels. While "**Use Occupancy**" may be a legal term, it is, in our view, not well defined in Article II of this code. In addition, this definition of background noise:

We have calculated an **Average Background Noise level** based upon our measurements.

The Sound Level Limits in Table 1 adjustment when impulse noise is being measured:

Table 1 of the ordinance establishes 60 dBA as the normal sound level limit except for impulse noise, which, according to Section 26-40 2), has a limit of 70 dBA as measured in the fast mode with a sound level meter. This is the ANSI defined mode our sound level predictions and measurements employ.

The above teaches us that the actual impulse noise level limit inFort Pierce is 70 dBA.

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

PSM LLC is available to recommend vendors and mounting methods for these barriers. Ocean Village will need to develop a hurricane plan to protect the sound barriers and buildings as much as practical during hurricane conditions.

Suggestions:

Diagonal fence corners with triangular piping to change elevations are suggested to strengthen the fence . Tall hedges may be added to improve the appearance of the sound barriers.

We suggest waterproof baseboards along the bottom of the fences for attachment to the sound barriers and to keep the sound barriers from absorbing water or preventing water drainage from the court.

We suggest break away tie wraps or bungy cords along the top of the sound barriers to increase the ability to survive high wind conditions and to facilitate quick removal and reinstallation.

PSM LLC is available to assist in obtaining multiple quotes on sound barrier material.

The following pages are the most recent list of quieter paddles published by PSM LLC. A revised list with additional paddles will be released in January of next year.

The Pickleball Paddle Blue List

Quieter Pickleball Paddles

List updated: November 23, 2023

Introduction: The following paddles have been selected and qualified for 'Blue List' status through a testing procedure that uses a combination of metrics in addition to loudness (sound pressure). This includes measuring the 'pitch' and duration of the sound produced when a pickleball is struck by a paddle.

These metrics were selected after reviewing with players and non-players the characteristics of a typical pickleball hit including input from some who consider impulse sounds of this type to be annoying.

The resulting criteria were established by PSM LLC in 2022 as a means of recommending paddles to communities and pickleball clubs that are attempting to mitigate the sound of pickleball.

Test Procedure: PSM LLC is a pickleball acoustics consulting firm. We have built a tall (16 feet) echo free (or anechoic) ball drop chamber for testing pickleballs and paddles. A calibrated microphone is mounted in this chamber and a computer outside the chamber analyzes the microphone output using REW and Audacity software.

Criteria: The paddles listed have a sound pressure level (SPL) below that generated by a selected standard ½ inch thick fiberglass faced paddle, currently the Gamma 412 model. In addition, these paddles have their spectral energy density below 900 Hz and a decay time of the primary vibration mode to less than 10% of its initial peak value under 5 milliseconds.

Using This List: PSM LLC updates the list as it tests and identifies additional paddles that meet the criteria.

Updating This List: To arrange additional paddle or pickleball testing, contact PSM LLC via email at bob@pickleballsound.com.

For an updated version of **The Blue List**, see the PSM LLC website (pickleballsound.com) as well as the Pickleball Sound Mitigation Facebook group page. **The Pickleball Paddle Blue List** is copyright free.

Paddle Guidance: Tests have shown paddles at least 16 mm thick with carbon fiber surfaces and deemed to be "Control" models by paddle suppliers are generally quieter and have a lower main pitch sound. There are numerous models now on the market that meet this criteria that PSM LLC has not tested so they are not on The Blue List.

THE PICKLEBALL PADDLE BLUE LIST

PICKLEBALL SOUND MITIGATION LLC

www.pickleballsound.com

(paddles listed alphabetically by vendor name)

Paddle Vendor	Paddle Model Name	Notes
CRBN	1 and 1x	
CRBN	2	
Diadem	Vice	1
Diadem	Warrior	
E6	16s	
Electrum	E Pro II	
Focus	Silencer	
Franklin	Pro Series 16 mm	
Gamma	Obsidian 16	
Gearbox	CX11	
Gearbox	CX14	
Gearbox	GX5 and GX6	
Joola	Ben Johns 16 mm	
Joola	Simone Jardim 16 mm	
Joola	Radius	
Master Athletics	Q1	1
One More	Vibe	
One More	Pro Custom	
Owl Sport	Owl	2
Pickleball Rocks	The Dude	
Pickleball Rocks	Pink Widow	
Pro Drive	DRIVE	
Pro Kennex	Pro Speed	
Pro Kennex	Ovation	
Pro Pickleball	Infinity Widebody 16 MM	
Selkirk	Amped Epic	
Selkirk	Vanguard Invikta	
TMPR	Tantrum and TC-16	
Versix	Pro XL	
Wild Monkeys	Grizzly	
Wowlly	Surge XL	
Wolfe	Bite	

Note 1: Not USA Pickleball Approved
Note 2: USA Pickleball Approved in the Quiet Category

Appendix A

Background Noise Site Visit Sound Analysis Report

For

Ocean Village, Fort Pierce, FL

November 30, 2023

Robert M Unetich

Executive Summary:

The PSM LLC November 13 Pickleball Sound Assessment Report relied upon background noise level data from a trip to Ocean Village on March 17, 2022, to establish a baseline background noise level. In that first trip, low wind conditions existed and an average noise level of 48 dBA was recorded along Mainsail Drive.

The early data did not include data from higher elevations or when there was no wind at all or when a strong breeze was present, so PSM LLC requested that we be permitted to collect additional data at the site. An additional purpose of the new site visits was to acquire more accurate building and ground surface elevation information.

Recognizing that sound levels can vary considerably, a trip was made by a PSM LLC engineer on the mornings of November 10th and an afternoon trip was made on November 21 to collect additional sets of field data at a variety of locations including locations previously not studied.

Noise level data from those trips is included in this report. In general, the ambient noise level, measured using a variety of acoustics metrics, confirms that 48 dBA is about the average noise level at residences but it was determined that the ambient noise levels at the six locations tested varied from 46.6 dBA to 50 dBA.

The November 13 Report provided recommendations to install a set of different height mass-loaded-vinyl sound barriers and for Ocean Village to require the use of quieter paddles in order to reduce pickleball sound levels close to or below the average background noise level

If these recommendations are adopted, we believe that sound levels at all nearby homes including condos to the north, will be below 50 dBA for the vast majority of all hits and that other player sounds will also be attenuated to near or below background noise levels.

Field Data:

This plot illustrates the six locations where noise data was collected, numbered 1 through 6:



	Venue:	**Ocean Village, Ft. Pierce, FL**				
	Date:	**Wednesday, November 01, 2023**				
	Microphone:	**Dayton Audio UMM-6**				
	Microphone	**Readings**				
Time	**Location**	**LAFmax**	**LAFmin**	**LZpeak**	**LAeq**	**Comments**
8:26 AM	1					In front of admin building
8:21 AM	2					In front of building to the west
8:08 AM	3A					In front of building to the west and a little further north - ground level
8:14 AM	3B					In front of same building as 3A above - 2nd floor balcony
8:01 AM	4					On road north of the courts; quite windy
7:47 AM	5					In front of 3-story condos to the north of the courts
7:41 AM	6					At base of the dune to the northeast of the courts

The November 10 site visit collected photos of buildings and it recorded the noise measurements taken with a calibrated sound level meter. The following page includes the data taken on that trip.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/10/2023 Start Time: 7:30 AM End Time: 8:30 AM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: Computer: _____

Microphone: Mic Height: Above Surface: 5.0 ft

OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: ____ Number of courts in use: _____

Number of players hitting; _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____

Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____

Receiving Location Addresses: A:_____ B: _____

C: _____ D: _____ Wind Speed: 0.0 mph

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location	1	2	3	4	5	6
Conditions	Little wind	Little wind	Little wind	Little wind	Little wind	Little wind
Distance						
LAFmax						
1	42.2	44.5	45.0	44.7	42.0	39.2
2	40.5	44.0	48.0	43.1	42.2	38.3
3	43.0	44.3	45.6	43.5	42.3	39.0
4	42.7	43.6	44.0	41.6	42.4	39.9
5	41.6	45.2	43.7	41.5	41.3	39.3
6	42.0	43.5	44.7	41.8	43.2	40.1
7	42.3	44.4	44.3	41.8	44.4	39.5
8	41.7	47.7	42.7	42.2	43.0	38.5
9	42.4	47.5	41.9	42.6	41.8	39.4
10	40.0	44.3	42.1	42.1	42.0	39.6
11	41.5	45.1	41.9	42.5	44.3	39.7
Data Points						
Median:	**42.0**	**44.4**	**44.0**	**42.2**	**42.3**	**39.4**
Max:	**43.0**	**47.7**	**48.0**	**44.7**	**44.4**	**40.1**
LAFmin:						
LAeq:						

The median sound levels ranged from 39.4 to 44.4 dBA. The air was very calm at 0.0 mph. An additional trip was arranged for an afternoon later in the month and the following page is the data collected on that trip. On this trip, two sets of data were collected with two measurement tools, a Sper Type 2 calibrated sound level meter and a Dayton Audio calibrated microphone connected to a laptop software program that could calculate additional sound metrics. The entire set of data is shown below.

PSM LLC
Pickleball Sound Mitigation

Pickleball Field Test Data Rev 9

Date: 11/21/2023 Start Time: 6:10 PM End Time: 7:15 PM

Site Name: Ocean Village
City: Ft. Pierce State: FL

1811 Woodlands Circle
Pittsburgh, PA 15241
412-780-4575
pickleballsound.com
bob@pickleballsound.com
Engineer Dereck Prince
Client David Strothmann

Test Gear: REW Software Version: 5.20.13 Computer: Windows 11
Microphone: UMM-6 Mic Height: Above Surface: 5.0 ft
OR: Sound level Meter: Model Sper Scientific 840018C Calibrated on: 03-NOV-2023

Court Name/Description: _____ ASL: _____ Number of courts in use:
Number of players hitting: _____ # Men: _____ # Balls in Play: _____ Ball used Franklin-X or _____
Paddle Model Used by Hard Hitter facing microphone: Paddletek Element or _____
Receiving Location Addresses: A: 100 Mainsail Dr., Fort Pierce, FL B: _____
C: _____ D: _____ Wind Speed: 6.0 mph (avg.)

DATA: Readings are LAS in dBA Readings Taken At approx. 10-second intervals

Microphone Location Relative to Loud Hitter Facing Mic in Feet

Location #	1	2	3	4	5	6	Dune
Conditions	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy	Slightly windy
Distance							
LASmax	58.0	56.6	65.4	61.9	55.9	55.2	61.7
1	58.5	48.3	52.7	51.9	53.6	49.2	57.1
2	50.8	48.1	53.0	48.4	50.4	50.2	59.2
3	52.3	48.0	52.9	52.5	51.4	47.0	55.3
4	53.7	47.5	52.7	50.1	49.6	49.6	55.5
5	52.3	46.7	54.3	50.0	51.0	47.4	56.3
6	52.5	48.3	53.5	51.8	51.4	48.9	57.9
7	49.8	49.3	55.7	53.5	51.3	48.3	56.7
8	51.1	47.7	53.5	51.6	52.4	48.6	56.8
9	49.0	50.3	54.2	52.1	50.2	47.1	61.8
10	50.7	50.6	55.1	53.6	52.0	48.2	54.3
11	50.2	48.3	51.2	54.2	49.5	48.1	59.4
Data Points							
Median:	51.1	48.3	53.5	51.9	51.3	48.3	56.8
Max:	58.5	50.6	55.7	54.2	53.6	50.2	61.8
LASmin:	51.2	49.4	55.5	51.8	51.5	49.7	53.4
LAeq:	55.7	53.0	57.9	56.7	54.2	52.8	58.6

The median values of sound levels measured varied from 48.3 dBA to 55.5 dBA on this afternoon with a light breeze. The next page will average the median numbers and it will do a more complex conversion of dBA levels to actual air pressure levels, which are then averaged before again being converted to dBA readings, to take into account that averaging sound pressure is actually the average of all sound pressures, not the average of logarithm derived representations.

	Location 1 Median	2	3	4	5	6	Top of Dune
Nov 10	**42.0**	**44.4**	**44.0**	**44.2**	**42.3**	**39.4**	
Nov 21	**51.1**	**48.3**	**53.5**	**51.9**	**51.3**	**48.3**	**56.8**
Simple average	**46.6**	**46.4**	**48.8**	**48.1**	**46.8**	**43.9**	
True Pressure Average in dBA	**47.7**	**46.6**	**50.0**	**48.9**	**47.9**	**44.9**	

If we now take the true average of all 6 pressure and then convert to decibels we get:

47.4 dBA

This figure, **47.4 dBA** is the actual average sound level of six locations over two sets of wind conditions. This figure is close to the average noise level of **48 dBA** measured on March 17, 2022.

Considering noise level data collected by PSM LLC at other sites across Florida, this represents a rather typical overall average noise level, indicating that this portion of Ocean Village is not especially noisy at ground level, considering that it is near the shore. The data taken on the dune of 56.8 dBA, which was as much as 8 decibels higher (louder) than the lowest sound level recorded, suggesting that the dunes assist in blocking sound from the east at lower elevations.

The data on the dune also suggests that the background noise level may be higher at higher elevations.

Analysis

We can now relate the background noise levels to the pickleball sound levels predicted in the November 13 report.

Conclusion:

The predicted noise levels at locations 1 through 6 are near or below the background noise levels measured if the recommended sound mitigation is installed.

SIEBEIN ACOUSTIC
ARCHITECTURAL | ENVIRONMENTAL

Siebein Associates, Inc.
Consultants in Architectural and Environmental Acoustics
625 NW 60th Street, Suite C Gainesville, Florida 32607
Telephone - (352) 331-5111 Facsimile: (352) 331-0009

January 22, 2023

Mr. James Dobbins
Ocean Village Property Owners Association, Inc.
2400 S Ocean Drive
Fort Pierce, FL 34949

Dear James:

This letter presents the site noise study for the Ocean Village pickleball project in Fort Pierce, Florida. The purpose of this study was to determine if sounds produced on site would meet the sound level limits of the St. Lucie County noise ordinance at the property boundaries. Acoustical measurements of existing ambient sound levels were recorded on site for an 18-hour period of time on November 27-28, 2022. Short term measurements of specific acoustic events including traffic noise from Windward Drive and Southpoint Drive, sounds from the tennis courts, HVAC noise from the nearby houses and condominiums, birds, insects, wind in the trees and other wildlife were also made during the site visit. An on site simulation of pickleball activities was performed and measured. A geometric divergence study of the sounds from the pickleball courts with the proposed activities was performed and projected sound levels were propagated from the courts to surrounding properties. Both studies showed that pickleball sounds at the locations closest to the proposed pickleball courts exceeded the City of Ft. Pierce noise ordinance criteria. Alternate sites were also studied. The site on the far side of the existing courts would meet the requirements with a 15 ft tall acoustic barrier. The site at the North Field would meet the criteria without the use of a barrier.

SOUND LEVELS AND DECIBELS

Sound is defined as a pressure disturbance in the air caused by a vibrating body that is capable of being heard or detected by the human ear. The average sound pressure level or equivalent continuous sound level (LAeq) of a time-varying sound is defined as the level of an equivalent steady sound at a specific location for the same measurement duration that has the same A-weighted sound energy as the time-varying sound. The maximum A-weighted sound level or LAFmax is the greatest sound level measured on a sound level meter using the fast response of the sound level meter during a designated time duration and an A-weighted filter. The L10 is the fast, A-weighted sound level exceeded 10 percent of the time.

Sounds are typically measured in decibels. A decibel is 10 times the logarithm to the base 10 of the pressure disturbance in the air compared to the pressure at the threshold of human hearing. Decibels cannot be added directly because they are logarithmic ratios. For example, 2 sounds of 50 decibels each added together result in a sound of 53 dB, not 100 dB. A summary of the way that sounds of different levels are added together is shown in Table 1.

Table 1. Examples of the addition of different sound levels (dBA).

Sound level 1	Sound level 2	Combined sound level	Explanation
50 dBA	50 dBA	53 dBA	When two sounds of equal level are combined, the result is a 3 dB increase in sound level
50 dBA	52 dBA	54 dBA	When one sound is combined with another sound that is 2-3 dB louder than first sound, the combined sound level is 2 dB louder than the louder sound
50 dBA	55 dBA	56 dBA	When one sound is combined with another sound that is 4-7 dB louder than the first sound, the combined sound level is 1 dB louder than the louder sound
50 dBA	60 dBA	60 dBA	When one sound is 10 dB louder than another, the combined sound level is approximately equal to the louder sound level

The differences in sound levels are not perceived by people linearly either. One sound must be 10 dB louder than another sound for it to be heard as approximately twice as loud as the first sound. A sound that is 0 to 1 dB louder than another sound is heard as approximately the same loudness as the first sound. A sound that is 2 to 3 dB louder than another sound is heard as barely louder than the first sound. A sound that is 5 to 6 dB louder than another sound is heard as noticeably louder, but not twice as loud as the first sound.

A summary of the perception of the relative loudness of two sounds is shown in Table 2. An acoustic thermometer showing the sound levels associated with different sounds is shown in Figure 1. The sound levels are measured in A-weighted decibels or dBA. An A-weighted decibel is one that has been adjusted so it corresponds to the relative loudness of middle level sounds as they are heard by human listeners. The low frequency or bass sounds are reduced by the A-weighting process and the higher pitch sounds that human ears are more sensitive to are increased slightly by the A-weighting process.

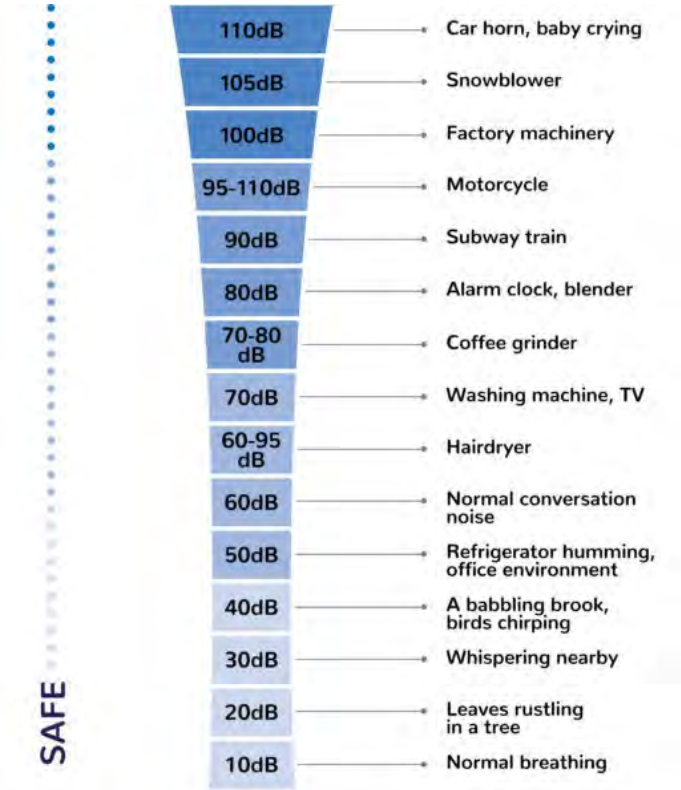


Figure 1. Acoustic Thermometer showing typical sounds and their associated levels.

Table 2. Perception of the relative loudness of 2 sounds.

Difference in sound level between two sounds	The louder sound is perceived as ____ the quieter sound
0 to 1 dB	Almost the same as
2-3 dB	Barely louder than
5-6 dB	Noticeably louder than, but not twice as loud as
10-12 dB	Approximately twice as loud as
15 dB	Approximately three times as loud as
20 dB	Approximately four times as loud as

In general terms, sound levels of 30 to 40 dBA are usually perceived by people as being relatively quiet. Normal conversation measured at approximately 3 feet from the person speaking is 60 to 65 dBA. Cars passing on a street, a washing machine, coffee grander, or a residential air-conditioning unit are approximately 65 to 75 dBA. Loud night clubs, machinery in a factory and amplified music at concerts are often played at levels of 100 to 110 dBA.

METHOD

The method for the Site Noise Study consisted of the items listed below.

I. Take sound level measurements at 1 location on site to document the range of existing ambient sound levels that occur over a 18 hour period of time.

II. Take short-term sound level measurements at 10 locations around the site to measure the existing ambient sound levels, as well as levels during a pickleball simulation.

III. Perform a Pickelball Simulation at 8:00am with doubles matches played on the proposed pickleball courts.

IV. Perform a geometric divergence study of the site to measure sound decay with distance of anticipated sound levels at the residential receivers. This study was done as verification of the pickleball simulation.

V. Calculate anticipated noise levels for the site showing anticipated sound levels on the site and propagated into the surrounding areas to determine if sound levels from the proposed pickleball courts will comply with the applicable noise ordinance.

CRITERIA

City of Ft. Pierce Noise Ordinance

The City of Ft. Pierce Noise Ordinance contains the following verbiage in the section *Maximum permissible sound levels by use occupancy*. "It shall be unlawful to project a sound or noise, from one property into another property within the boundary of the use occupancy, which exceeds either the limiting noise spectra set forth in Table I below or exceeds the ambient noise level by more than three decibels when measured as specified under the noise enforcement practices as adopted by the city commission by ordinance".

Table 1 of Section 2-40. Sound level limitations contains a day time sound level limit of 60 dBA, dBC and dBZ.

Note 2 states, "If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ".

Note 5 states, “In addition to the limits of Table 1, for any sound source which impacts residential property, the maximum allowable sound level limits for the individual octave bands whose centers are 31.5, 63 and 125 Hertz shall not exceed 65 dBA, dBC, or dBZ”.

Section 2-41 Exemptions contains Section a-8 states, “Non-amplified crowd noises resulting from the activities such as those planned by student, governmental or community groups.”.

Therefore, the sound level limit of 70 dBA, dBC and dBZ for the instantaneous sounds of impact of the paddle and the balls, or 3 dB above the ambient will be examined. Unamplified crowd noise is exempt, however, consideration should be given to this aspect of the activities, as it can be a controversial aspect of pickleball courts. Consider the same limitations of the noise ordinance to apply to the crowd noise as well to help maintain compatibility of the courts and the nearby residences.

Criteria to Consider
The 70 dBA, dBC, dBZ criteria for impulsive sound is very high and has the potential to disturb people of normal hearing sensitivities, especially given the highly impulsive nature of the pickleball impacts.

ANSI S12.9 is a national standard for quantifying annoyance caused by sound and is an appropriate method for assessing highly impulsive sound according to the unnecessarily loud criterion. Part 5 of the standard recommends a maximum day-night level of 55 dBA for residential areas. This translates into a 55 dBA adjusted equivalent-continuous sound pressure level limit for daytime activities.

INSTRUMENTATION

Short Term Measurements of Specific Acoustic Events
A Larson Davis Model 831 Sound Level Meter, which meets ANSI S1.4 requirements for type 1 sound level meters was used to record the overall A-weighted average sound levels as well as flat-weighted 1/1 and 1/3 octave band levels at the site for specific acoustic events. The meter was calibrated with a Larson Davis CAL 200 calibrator prior to and after testing and found to be within 0.1 dB of the initial calibration after testing. The microphone was held approximately 5’ - 6’ above the ground. A windscreen was attached to the microphone for all measurements. Qualitative observations of the type and character of sounds were noted by the Consultants during the measurement process.

Short term measurements were made at 4 locations on the site, shown in Figure 3. A summary table of the data is included in Appendix A.

L1 was located to the west of the courts at the nearest façade of the condominium.
Typical ambient sound levels varied from 42 to 52 dBA. Specific acoustic events at this location included traffic on Southpointe Drive, lawn maintenance, sounds from the tennis courts and pickleball courts, wind blowing, crickets, and cicadas.

L2 was the closest residence directly south of the multistory residential tower to the southwest of the courts.
Typical day time ambient sound levels varied from 43 to 44 dBA. Specific acoustic events at this location included traffic on Southpointe, sounds from the tennis courts, lawn maintenance, garbage trucks, wind blowing, crickets, and cicadas.

L3 was located at the residence across the street from L2 located on the inner curve of Southpointe Drive.
Typical day time ambient sound levels varied from 43 to 52 dBA. Specific acoustic events at this location included traffic on Southpointe, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L4 was located at the residence across from the proposed pickleball courts to the south west.
Typical day time ambient sound levels varied from 46 to 51 dBA. Specific acoustic events at this location included traffic on Southpointe, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L5 was the residence directly south of the proposed pickleball courts.
Typical day time ambient sound levels varied from 44 to 50 dBA. Specific acoustic events at this location included traffic on traffic on Southpointe, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L6 was the residence directly south of the proposed pickleball courts.
Typical day time ambient sound levels varied from 43 to 53 dBA. Specific acoustic events at this location included traffic on Southpointe, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L7 was the residence to the south east along Windward drive.
Typical day time ambient sound levels varied from 45 to 50 dBA. Specific acoustic events at this location included traffic on traffic on Southpointe and Windward Drive, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L8 was the location nearest the multifamily residences to the south east across Windward Drive.
Sound levels varied from 45 to 48 dBA. Specific acoustic events at this location included traffic on Southpointe and Windward Drive, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L9 was the location directly to the east of the proposed pickleball courts across Windward Drive.
Sound levels varied from 53-54 dBA. Specific acoustic events at this location included traffic Southpointe and Windward Drive, HVAC units running, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

L10 was the location at the multifamily residential tower directly to the North of the proposed pickleball courts.
Sound levels varied from 45 to 53 dBA. Specific acoustic events at this location included traffic Southpointe and Windward Drive, HVAC units running, lawn maintenance, garbage trucks, sounds from the tennis courts, wind blowing, crickets, and cicadas.

A tabular summary of A-weighted sound levels recorded at each location with qualitative descriptions of specific acoustic events are included in Appendix B.

Continuous Measurement of Average Sound Levels
A Larson Davis Model 831 Sound Level Meter, which meets ANSI S1.4 requirements for type 1 sound level meters was used to record the overall A-weighted average sound levels as well as flat-weighted 1/1 and 1/3 octave band levels at the site for specific acoustic events. The meter was calibrated with a Larson Davis CAL 200 calibrator prior to and after testing and found to be within 0.1 dB of the initial calibration after testing. The microphone was held approximately 5’ - 6’ above the ground. A windscreen was attached to the microphone for all measurements. Qualitative observations of the type and character of sounds were noted by the Consultants during the measurement process.

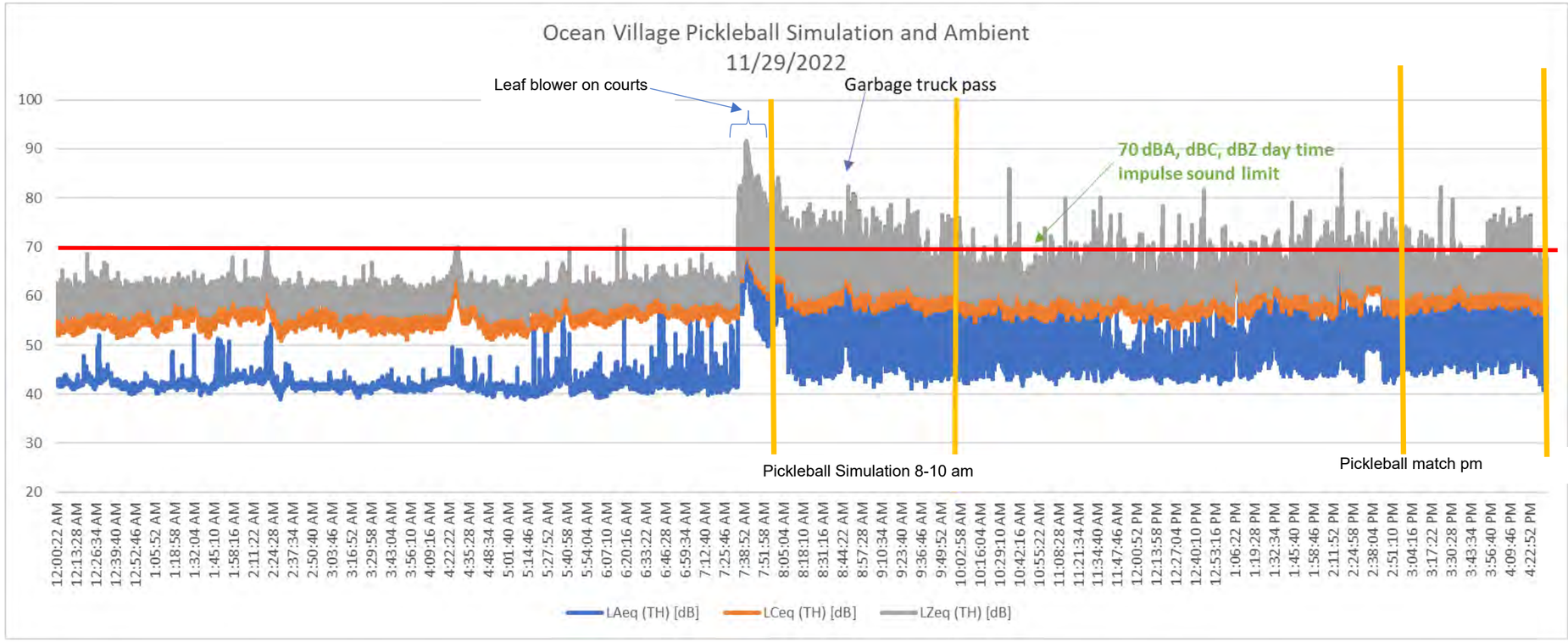
The sound level meter was placed at 1 location on the site to continuously record typical ambient sound levels on the site.

1. One Svantek 307A (R1) was fastened to a tree to measure sound levels near the south end of the proposed pickleball courts.

The meter was set to record continuously for approximately 18 hours. Figure 2 shows the LAeq, LCeq and LZeq from 12am through 4:25pm.

Ambient sound levels measured ranged from 39-53 dBA, 52-65 dBC and 59-67 dBZ during the night and 43-60 dBA, 55-72 dBC, and 60-68 dBZ during the day.

Sound levels during the pickleball simulation were 57-79dBA, 59-79 dBC and 59-79 dBZ. One-third octave band sound levels during the pickleball match varied at 31.5 Hz from 42-67 dBZ. One-third octave band sound levels during the pickleball match varied at 63 Hz from 47-71 dBZ. One-third octave band sound levels during the pickleball match varied at 125 Hz from 45-63 dBZ.



A graph of the data for this meter is shown in Figure 2.

Figure 2. This graph shows the period starting at 12am on 11/28/2022 through approximately 4:25 pm. The pickleball simulation took place from 8am-12pm on November 29, 2022. Sounds from this are included between the yellow lines. Another round of pickleball started up at approximately 3pm. The red line shows the 70 dBA, dBC and dBZ noise ordinance limit. Fast maximum sound levels from the simulation were above the 70 dB requirement, however, this location was just outside the courts and not on residential property, so the limit is likely not applicable at this location. The blue, orange and gray lines shows the existing sound levels measured on site. The measurements taken contained limited crowd noise.



Figure 3. Site map with short term measurement locations shown. Short term measurement locations are shown with yellow dots. The meter that logged sound levels continuously is shown with the blue dot. The proposed pickleball locations are shown in the red box.

THE STUDIES

Two pickleball studies were performed to examine the potential effects of relocating the pickleball courts to the 2 tennis courts to the east.

1. One study involved a pickleball simulation set up on the proposed courts with 4 players playing doubles matches on each court.

2. Another study called the Geometric Divergence Study was performed using the sound spectra obtained during the site visit to determine calculated sound levels to the nearby surrounding residences. This study was performed to provide a "worst case scenario" using one of the loudest sound sources from the pickleball matches to determine what a worst case scenario might result in and a comparison to the noise ordinance.

PICKLEBALL SIMULATION STUDY

A live pickleball simulation was performed on the proposed pickleball courts on November 28, 2022 from approximately 8am through 10am. Eight courts were set up with 4 people on each court, as shown in Figure 4.

Sound levels were measured at each of the 10 locations surrounding the proposed courts before and during the simulation to determine if sound levels met or exceeded the limits contained in the Ft. Pierce City Noise Ordinance.



Figure 4. Pickleball doubles simulation set up on the proposed pickleball courts

RESULTS

Ambient Sound Levels

Sound levels were measured in the low to middle 40's in the evening in most locations except L9, which was 53 dBA and dominated by the HVAC at the front of the units running. Sound levels were measured in the middle 40's to low 50's in the day time with excursions over 70 dBA when lawn maintenance took place.

Pickleball Sound Levels

Although the noise ordinance contains A, C and Z weighting limits, the C and Z weightings include low frequency sounds which increase the overall sound level. The individual graphs were analyzed and it was determined that significant low frequency sounds were present in many of the measurements that were not attributed to the pickleball impacts, especially at the locations farther from the courts. Occasionally these sounds would increase the C and/or Z weighting over the 70 dB threshold despite the pickleball impacts not being over. Therefore, the A weighted frequency is more appropriate for the pickleball impacts to determine compliance.

Location L1 was the only location that satisfied both the 70 dB limit and the 3 dB increase above the ambient.
Location L1, L2, L3, L4, L, L8 had impacts lower than the 70 dB criteria. Location L9 had levels that approached the 70 dB criteria. Locations L5, L6 and L10 exceeded the 70 dB criteria.

Table 3. Sound levels measured without pickleball or other intruding sounds (ambient) and with pickleball, and the range of increase above the ambient at each location

Measurement Location	Ambient Measured	Pickleball impacts	Increase above ambient
L1	45-52 dBA	45-47 dBA	0 dBA
L2	43-44 dBA	45-58 dBA	0-14 dBA
L3	43-52dBA	45-58 dBA	2-15 dBA
L4	46-51 dBA	46-56 dBA	0-10 dBA
L5	44-50 dBA	52-72 dBA	2-28 dBA
L6	43-53 dBA	53-79 dBA	0-36 dBA
L7	45-50 dBA	53-68 dBA	3-23 dBA
L8	45-48 dBA	58-64 dBA	13-19 dBA
L9	53 dBA	55-70 dB	2-17 dBA
L10	45-53 dBA	63-77 dB	10-24 dBA

Key:

Meets Noise Ordinance
Approaches Noise Ordinance
Exceeds Noise Ordinance

GEOMETRIC DIVERGENCE STUDY

A noise study that examined the effects of geometric divergence, or sound decay over distance was performed to determine anticipated approximate sound levels of the pickleball activities at each of the nearest façades of the surrounding residences and to verify the field measurements. **This model studied the effect of sound decay from the anticipated sound sources on site due to distance. This was performed using a source sound spectrum measured during the pickleball matches on site. The resulting sound spectrum was calculated at the various distances of the closest residential façades.**

Table 3 lists the sound sources included in the acoustical calculations.

PICKLEBALL IMPACT SPECTRA

The octave band sound pressure level data measured at a live pickleball match that was previously measured by Siebein Associates, Inc. was used as the sound source data in the model. These measurements were made at multiple distances away from the courts and included four pickleball courts with doubles matches playing. One of the loudest sound spectra from that session was used in the model as a "worst case scenario", and included sounds from the 4 ongoing pickleball matches, pickleball paddles hitting balls and excited voices. This spectrum is shown in Table 3. A safety factor is also included in the spectra to account for differences in individual strikes with different strength, different paddles, etc.

This spectrum was also compared with data previously acquired in our database from another pickleball simulation and a live pickleball match with 4 doubles matches to determine if the level and spectra were comparable. The spectrum measured from the Svantek data was used at a distance of 30 ft which is louder than other typical spectra that have been previously studied as a "worst case" scenario.

Table 3: Sound sources included in the acoustical model.

Source Description	Frequency in Hertz								
	63	125	250	500	1000	2000	4000	8000	Overall Sound Level
Pickleball impact LAFmax spectra at 30 ft	59	56	54	67	73	78	60	56	79 dBA

RESULTS

Sounds from the geometric divergence study of the pickleball match exceeded the City Code's maximum permitted sound level of 70 dBA, dBC and dBZ at locations L10 and L9. Sound levels approach the 70 dB criteria at locations L4, L5 and L6. Sounds are below the 70 dB criteria at locations L1, L2, L3, L7 and L8.

Table 4: Table showing range of existing sound levels and projected sound levels on the property lines of the nearest neighboring properties.

Location	Ambient Sound levels Typical	Resulting Sound Level from Pickleball	Meets or Exceeds 70 dB sound level limit	Meets or Exceeds 3 dB above the ambient sound level
L1	45-52 dBA	61 dBA	Meets	Exceeds
L2	43-44 dBA	60 dBA	Meets	Exceeds
L3	43-52dBA	63 dBA	Meets	Exceeds
L4	46-51 dBA	68 dBA	Approach Exceedances	Exceeds
L5	44-50 dBA	68 dBA	Approach Exceedances	Exceeds
L6	43-53 dBA	69 dBA	Approach Exceedances	Exceeds
L7	45-50 dBA	65 dBA	Meets	Exceeds
L8	45-48 dBA	66 dBA	Meets	Exceeds
L9	53 dBA	72 dBA	Exceeds	Exceeds
L10	45-53 dBA	72 dBA	Exceeds	Exceeds

ALTERNATE LOCATION STUDIES

Two alternate locations were studied to determine if a different location was more suitable for the proposed pickleball courts.

Alternate Location 1

The 2 courts directly to the west of the proposed courts were studied to determine if relcoating the courts to this area would result in lower sound levels at the residential locations around the site.



Figure 5. Alternate proposed pickleball location

Table 5: Table showing range of existing sound levels and projected sound levels on the property lines of the nearest neighboring properties.

Location	Ambient Sound levels Typical	Resulting Sound Level from Pickleball	Meets or Exceeds 70 dB sound level limit	Meets or Exceeds 3 dB above the ambient sound level
L1	45-52 dBA	69 dBA	Approach Exceedances	Exceeds
L2	43-44 dBA	66 dBA	Meets	Exceeds
L3	43-52dBA	69 dBA	Approach Exceedances	Exceeds
L4	46-51 dBA	71 dBA	Exceeds	Exceeds
L5	44-50 dBA	71 dBA	Exceeds	Exceeds
L6	43-53 dBA	69 dBA	Approach Exceedances	Exceeds
L7	45-50 dBA	63 dBA	Meets	Exceeds
L8	45-48 dBA	61 dBA	Meets	Exceeds
L9	53 dBA	64 dBA	Meets	Exceeds
L10	45-53 dBA	70 dBA	Exceeds	Exceeds

Sounds from the geometric divergence study of the pickleball match exceeded the City Code's maximum permitted sound level of 70 dBA, dBC and dBZ at locations L10, L4 and L5. Sound levels approach the 70 dB criteria at locations L1, L3 and L6. Sounds are below the 70 dB criteria at locations L2, L7, L8, and L9.

Barrier Analysis

Barriers of 12-15 ft were analyzed to determine if they would reduce sound levels, especially to the residences at L10 in the middle and upper stories. Barriers are effective for the single story receivers that exceeded.

A barrier of 12 ft redeuced sound levels to the single story residences, but would not reduce sounds to the upper levels of the residential tower below the 70 dB criteria.

It was found a 15 ft barrier would be needed to reduce sound levels to the residences at the top of the residential tower at location L10, as well as the single story residnces.

Manufacturers such as Acoustiblok or Soundfighter can be considered.

https://acoustiblok.com/2013/04/08/pickleball-court-reduced-noise/

Pickleball Noise Solutions and Sound Barriers (soundfighter.com)

Please note that some communities have experienced a reduction of wind on the courts due to the solid barrier, which they believe results in uncomfortable environmetal conditions on the courts.

Alternate Location 2

A site that was located in the North Field was also studied. Ambient measurements were not made at this location, so therefore the level above the ambient is not known.

Figure 6. Site map of an alternate proposed site in North Field and residential towers surrounding.



RESULTS

Table 6: Table showing projected sound levels on the property lines of the nearest neighboring properties to the proposed location in the North Field.

Location	Resulting Sound Level from Pickleball	Meets or Exceeds 70 dB sound level limit
P1	64 dBA	Meets
P2	62 dBA	Meets
P3	60 dBA	Meets
P4	61 dBA	Meets
P5	61 dBA	Meets
P6	60 dBA	Meets

Sounds from the geometric divergence study show that the 70 dB criteria is met at all the nearest residential locations surrounding the site on the North Field wihout the use of a noise barrier.

RECOMMENDATIONS

1. The proposed site for the pickleball courts will require mitigation to reduce sound levels below the 70 dB criteria. The effectiveness of a sound barrier will be limited to the achieveable height. The residences at location L10 that are above the top of the barrier will only receive the benefit of sound decay due to distance. Even with a barrier of 15 ft height, sound levels above the shadow zone of the acoustic barrier (between 30-54 ft up the façade of the condominium at L10) would still reach levels of 70-71 dBA, which exceeds the 70 dB limit, the 3 dB above the ambient and 55 dBA criteria from ANSI.

2. It is recommended that an alternate location be selected that provides an adequate distance buffer between the courts and any surrounding residences.

3. The alternate site directly adjacent to the current proposed court site exceeds the 70dB criteria at 3 locations and approaches exceedances at 3 locations. A 15 ft tall acoustic barrier would need to be constructed along the perimeter of the courts to reduce sound levels to below the 70 dB criteria at all locations.

4. The site on the North Field meets the 70 dB criteria at all surrounding residential properties without the use of an acoustic barrier.

CONCLUSIONS

Conclusion 1: Current Proposed Site: On-Site Noise Simulation Study: **Exceeded maximum permitted sound level at several locations per the City Ordinance.** The sound levels of the pickleball simulation from the proposed pickleball courts exceeded the City Code's maximum permitted sound level of 70 dB at 3 of the residential locations measured and approached the maximum sound level at 1 location.

Conclusion 2: Current Proposed Site: Geometric Divergence Study: **Exceeded maximum permitted sound level at several locations per the City Ordinance.** The projected sound levels that were calculated that was used to verify the simulation measurements exceeded the City Code's maximum permitted sound level of 70 dB at 2 residential locations and approached exceedances at 3 locations.

Both the On-Site Noise Simulation and the Geometric Divergence study resulted in the locations directly facing the proposed courts to the South and the residential multifamily tower having sound levels that exceeded the criteria. The use of a wall would not benefit the residences in the multistory tower. Consider an alternate location that is farther from residential receivers and multi-story residential towers to locate the proposed pickleball courts.

Conclusion 3. Alternate Proposed Site – West Side of Courts. Geometric Divergence Study: **Exceeded maximum permitted sound level at 3 locations and approached at 3 locations per the City Ordinance.** The projected sound levels that were calculated that was used to verify the simulation measurements exceeded the City Code's maximum permitted sound level of 70 dB at 3 residential locations and approached exceedances at 3 locations. A 15 ft tall acoustic barrier surrounding the courts would be needed at this site to reduce sound levels to below the 70 dB criteria.

Conclusion 4. Alternate Proposed Site in North Field. Geometric Divergence Study**: Met maximum permitted sound level at all residential locations per the City Ordinance.** The sound levels were below the 70 dB threshold at this location and no acoustic barrier would be needed at this location unless new residences are built closer than the existing residences.

Please do not hesitate to contact us if you have any questions in this regard.

Sincerely,

SIEBEIN ASSOCIATES, INC.



Keely M. Siebein, ASA, INCE, LEED AP BD+C
Associate Principal Consultant

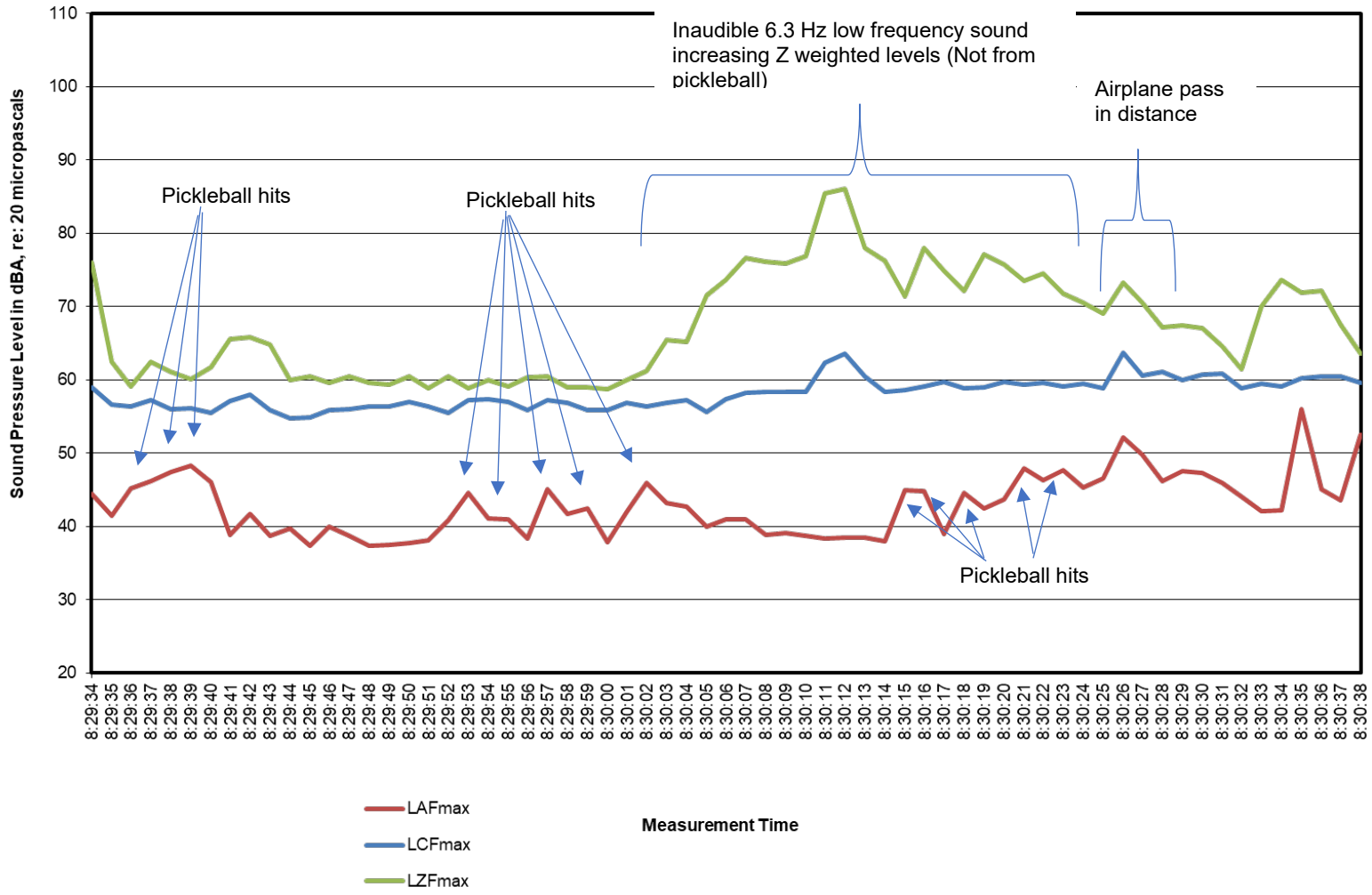
APPENDIX A
AMBIENT AND NON-PICKELBALL SOUND LEVEL MEASUREMENT TABLE

Location	Description	Range of Sound Levels (dBA)
L1	Quiet ambient, insects	43-48 dBA
L2	Quiet ambient, crickets, HVAC across street	43-45 dBA
L3	Quiet ambient, crickets, distant traffic	43-48 dBA
L4	Quiet ambient, crickets	46-48 dBA
L5	Quiet ambient, crickets, fountain in distance	44-45 dBA
L6	Quiet ambient, crickets, fountain in distance	43-45 dBA
L7	Quiet ambient, can pass, thump from car across street	45-50 dBA: ambient, up to 70 dBA: car pass, 59 dBA: thump
L8	Quiet ambient, crickets, fountain	44-45 dBA
L9	Quiet ambient, HVAC units on at 20 ft	52-53 dBA
L10	Quiet ambient, crickets, traffic in distance	42-46 dBA
L1	Ambient with lawn maintenance in distance	45-52 dBA
L2	leaf blower by court and in distance	49-57 dBA
L3	Quiet ambient	46-50 dBA
L4	Quiet ambient	47-51 dBA
L5	leaf blower on court	70-72 dBA
L8	trash truck pass	70-88 dBA
L6	Leaf blower	63-65 dBA
L5	leaf blower and garbage truck	65-78 dBA
L4	Leaf blower and garbage truck pass	68-75 dBA
L4	Leaf blower by residence	64-68 dBA

APPENDIX B
ACOUSTIC MEASUREMENT GRAPHS OF ON SITE PICKLEBALL SIMULATION

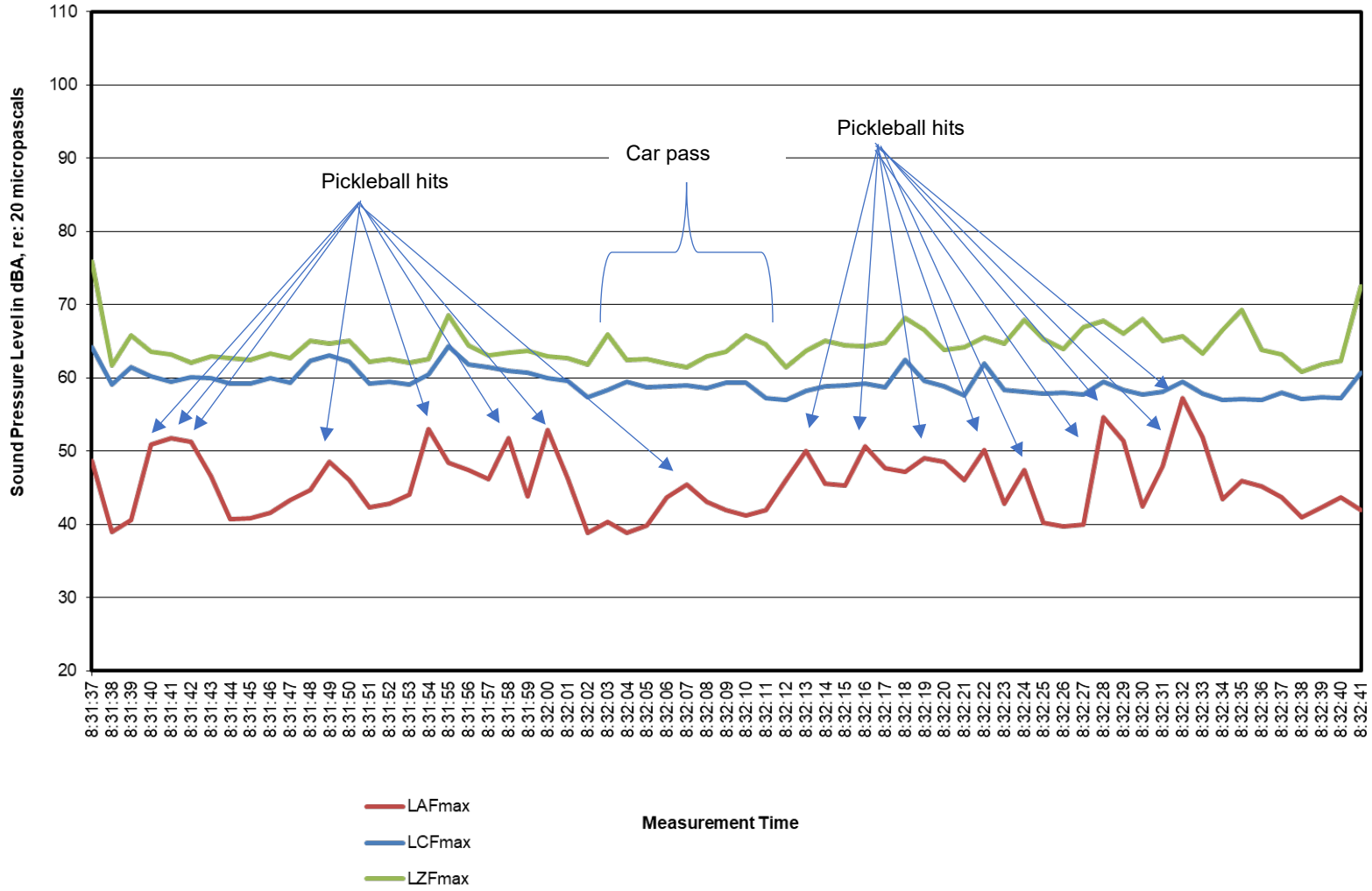
.

Ocean Village
Location L1: LD 4 File 024
Pickleball audible then truck starts up

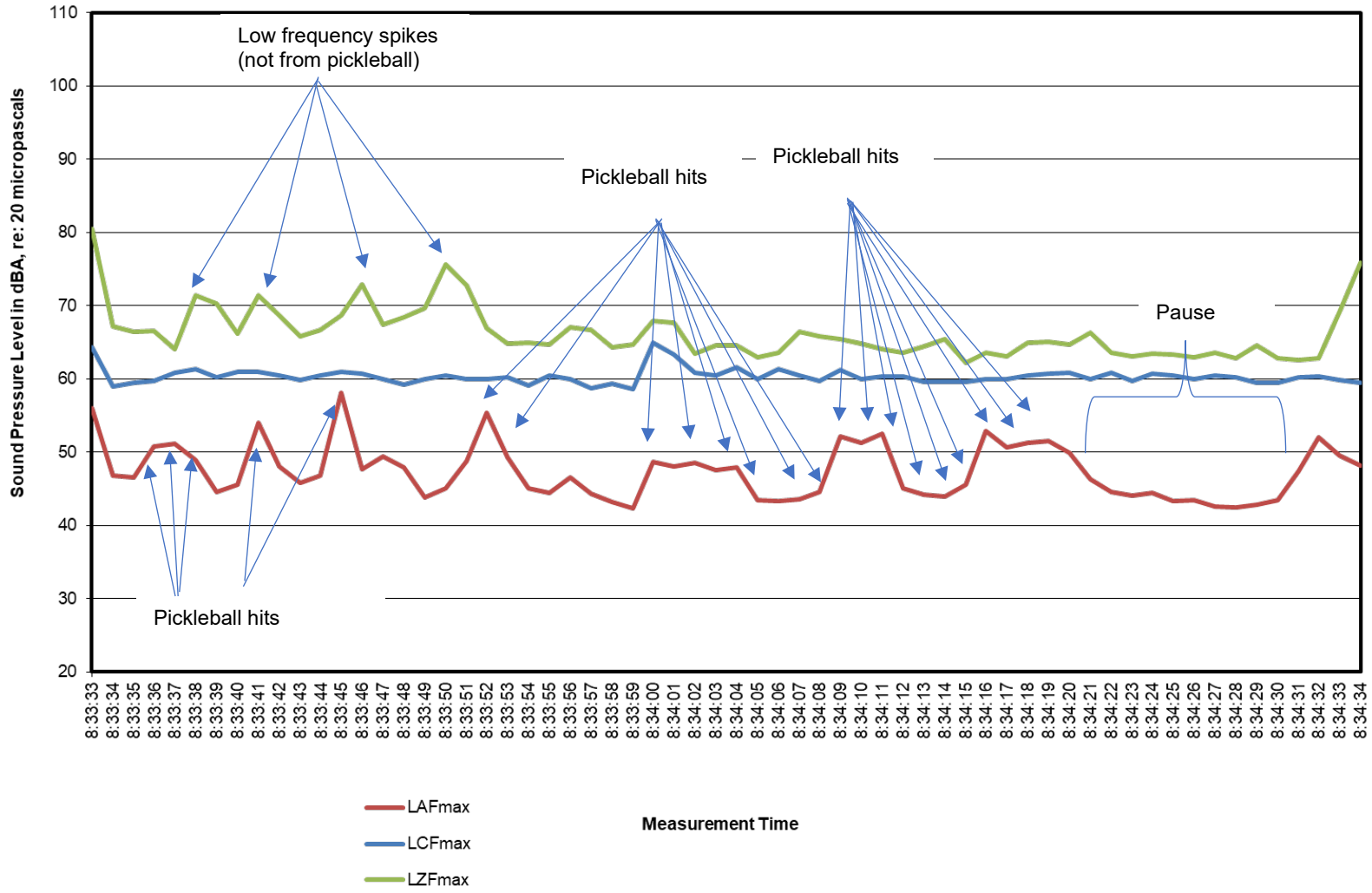


SIEBEIN ACOUSTIC

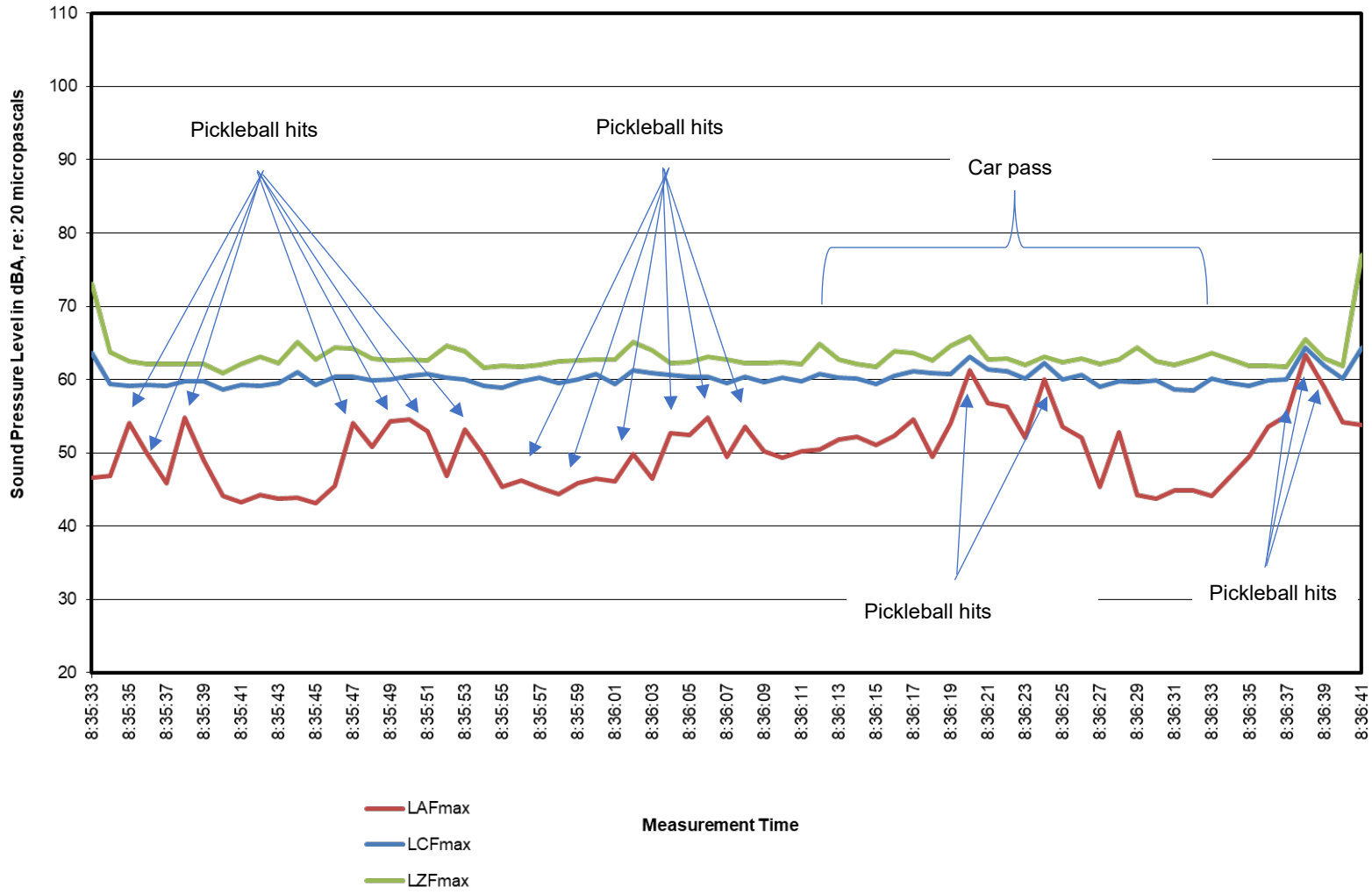
Ocean Village
Location L2: LD 4 File 025
Pickleball audible and voices



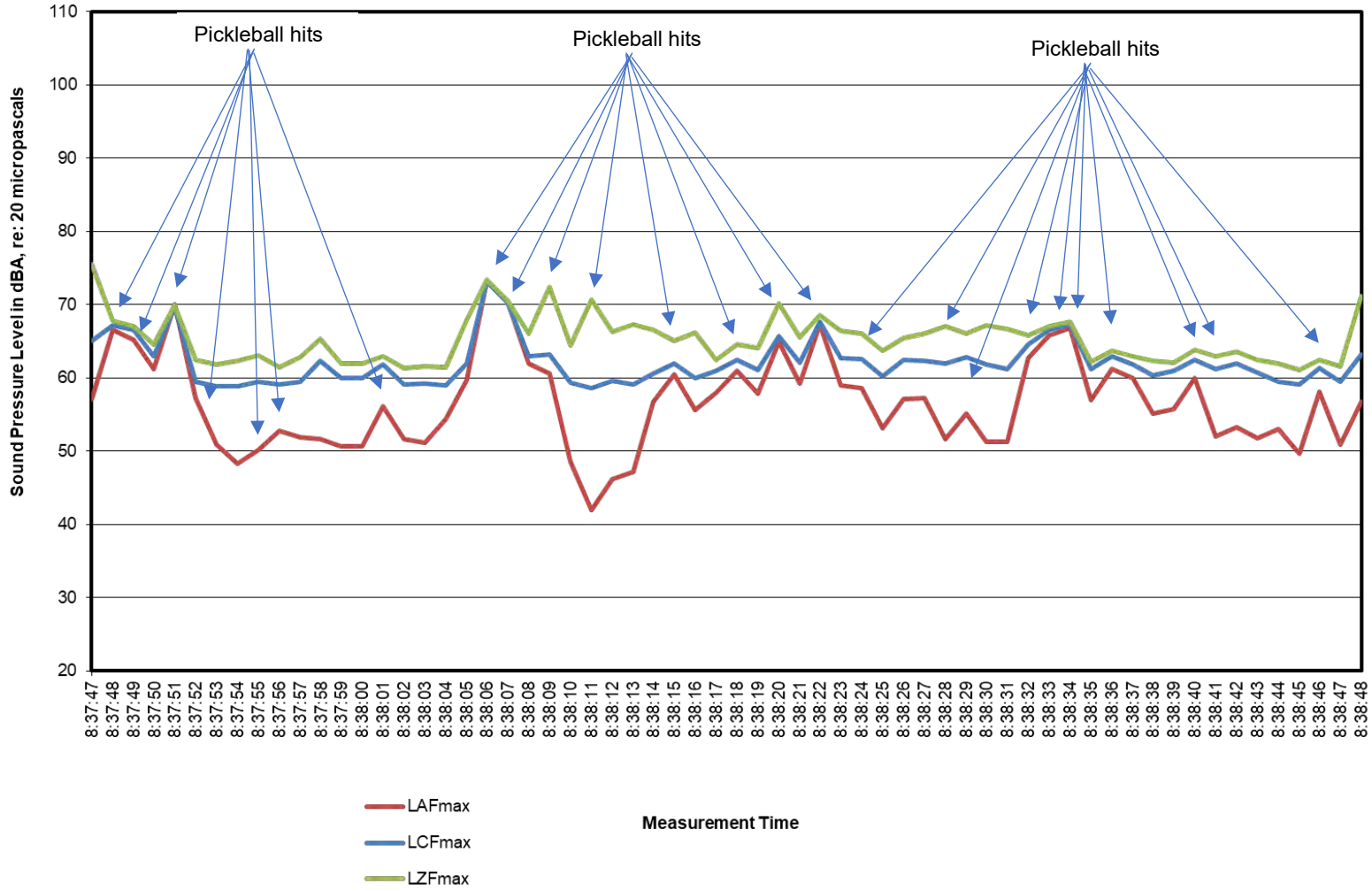
Ocean Village
Location L3: LD 4 File 026
Pickleball and voices



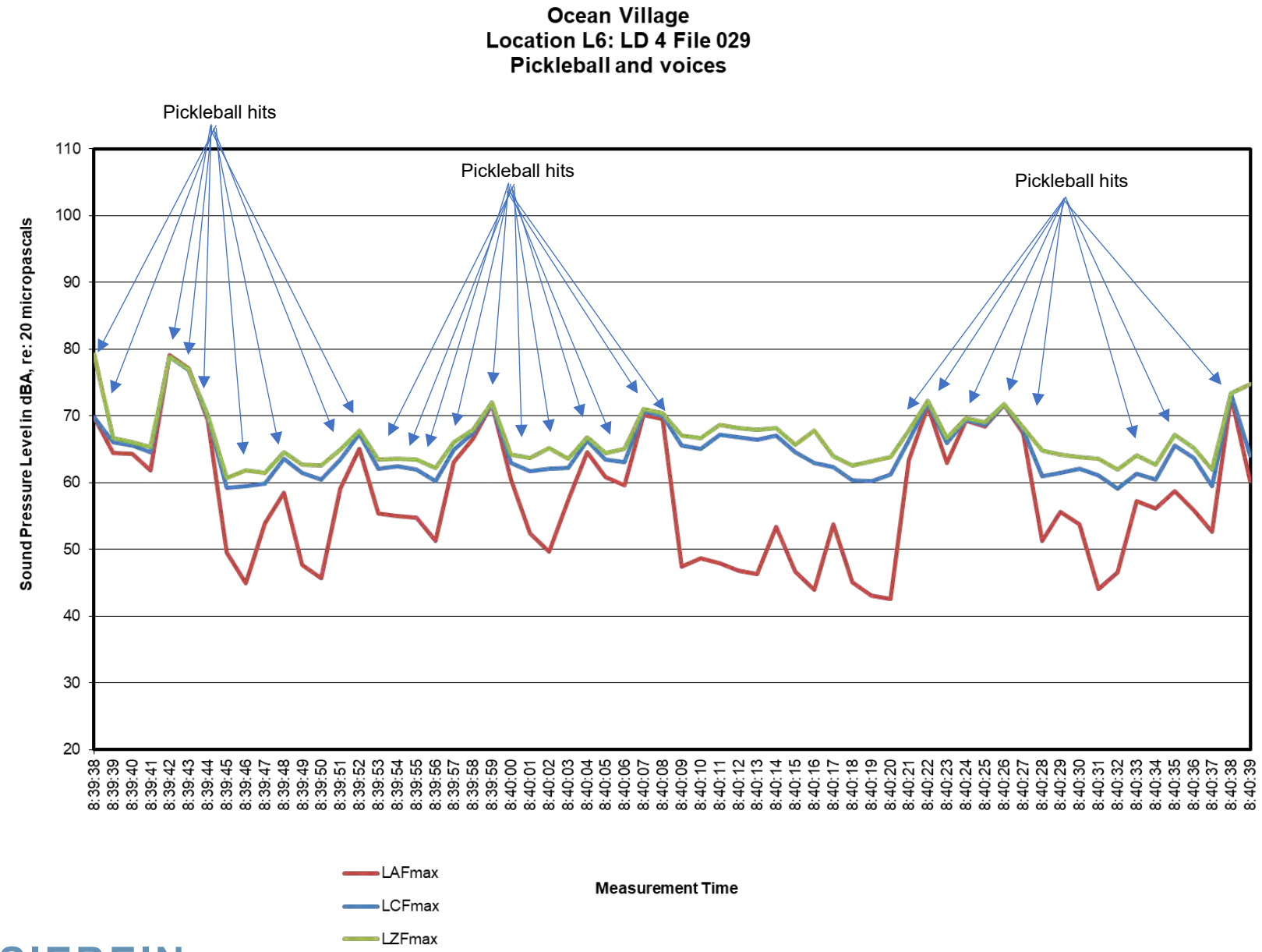
Ocean Village
Location L4: LD 4 File 027
Pickleball and voices

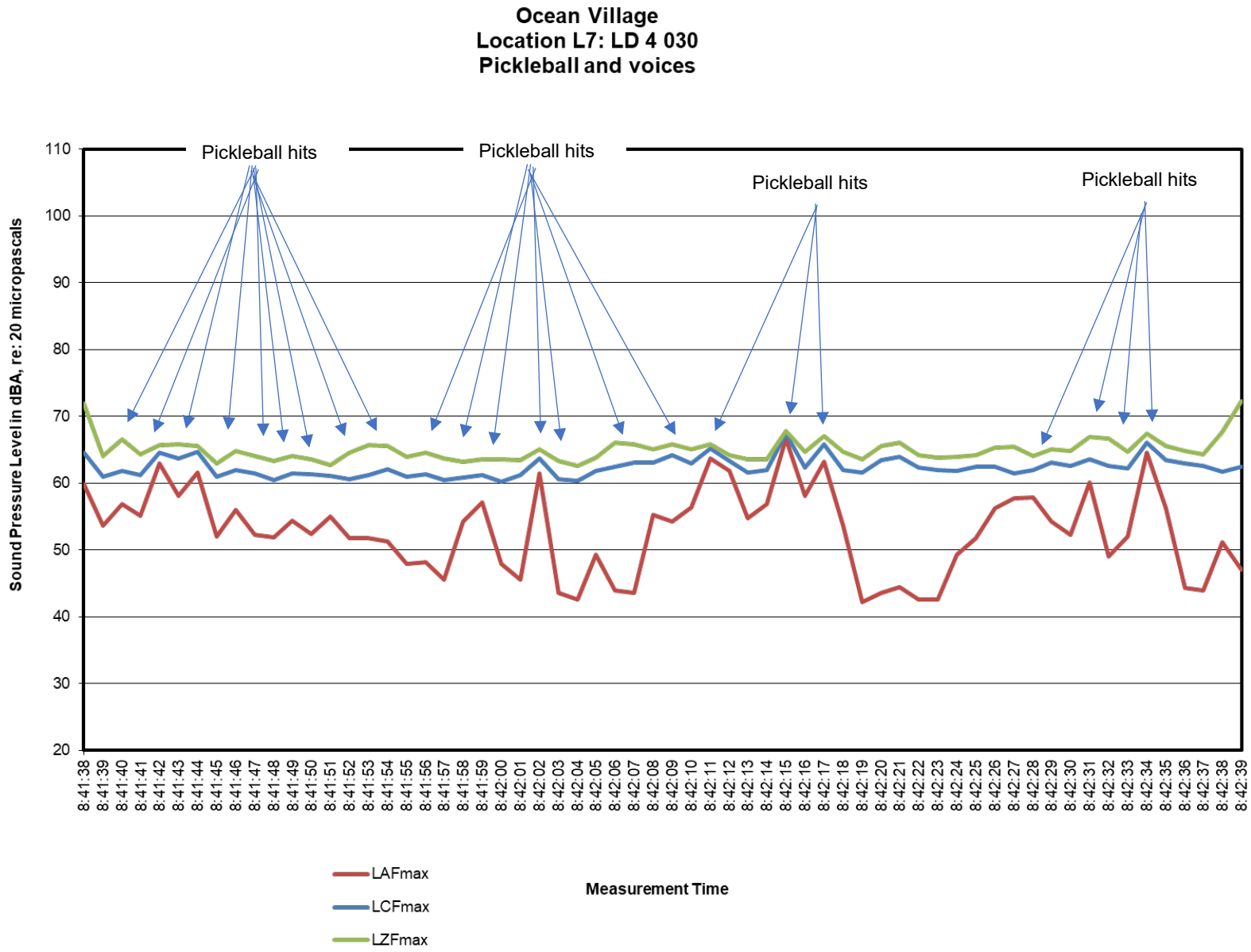


Ocean Village
Location L5 : LD 4 File 028
Pickleball and voices

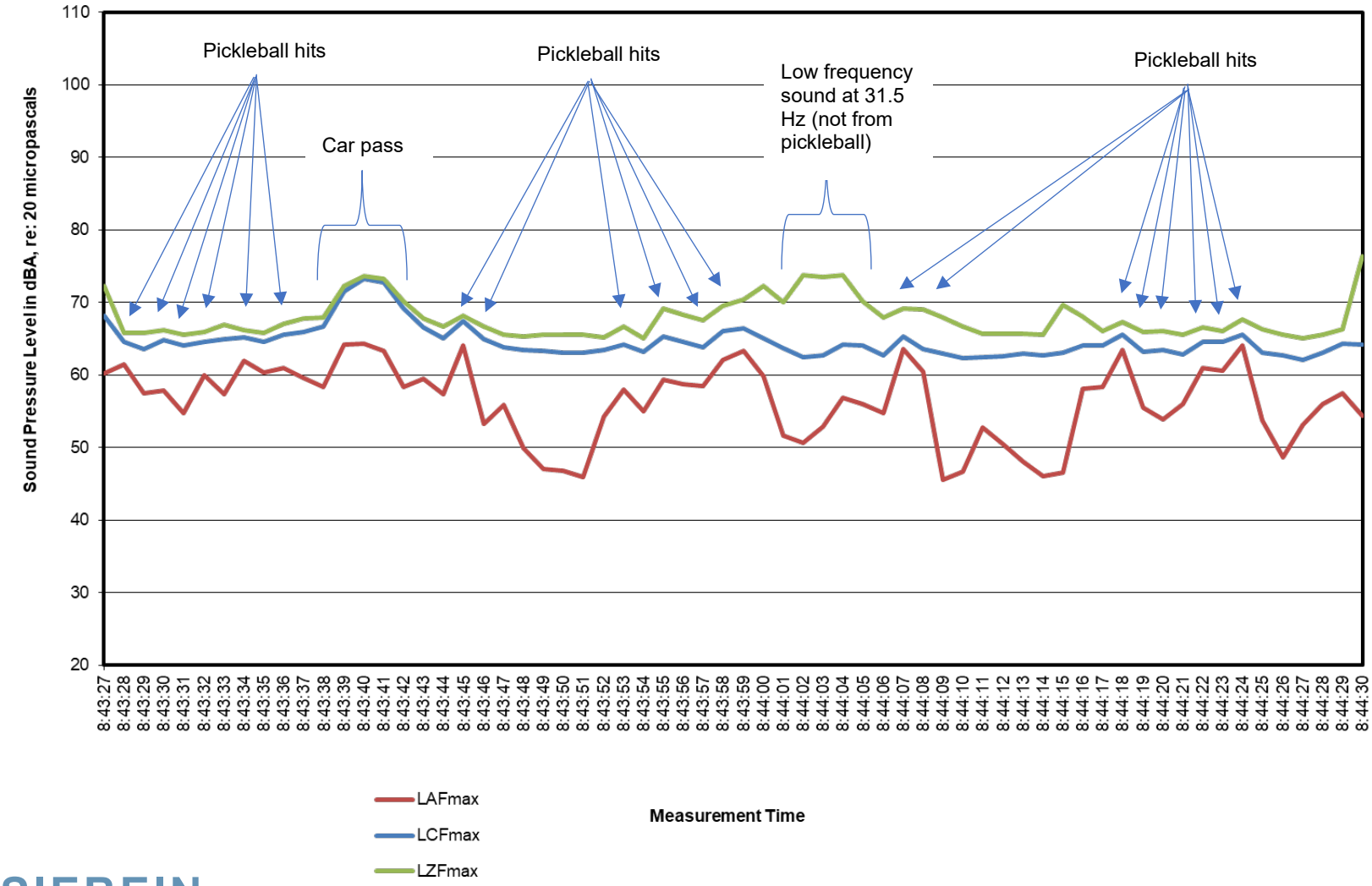


SIEBEIN ACOUSTIC

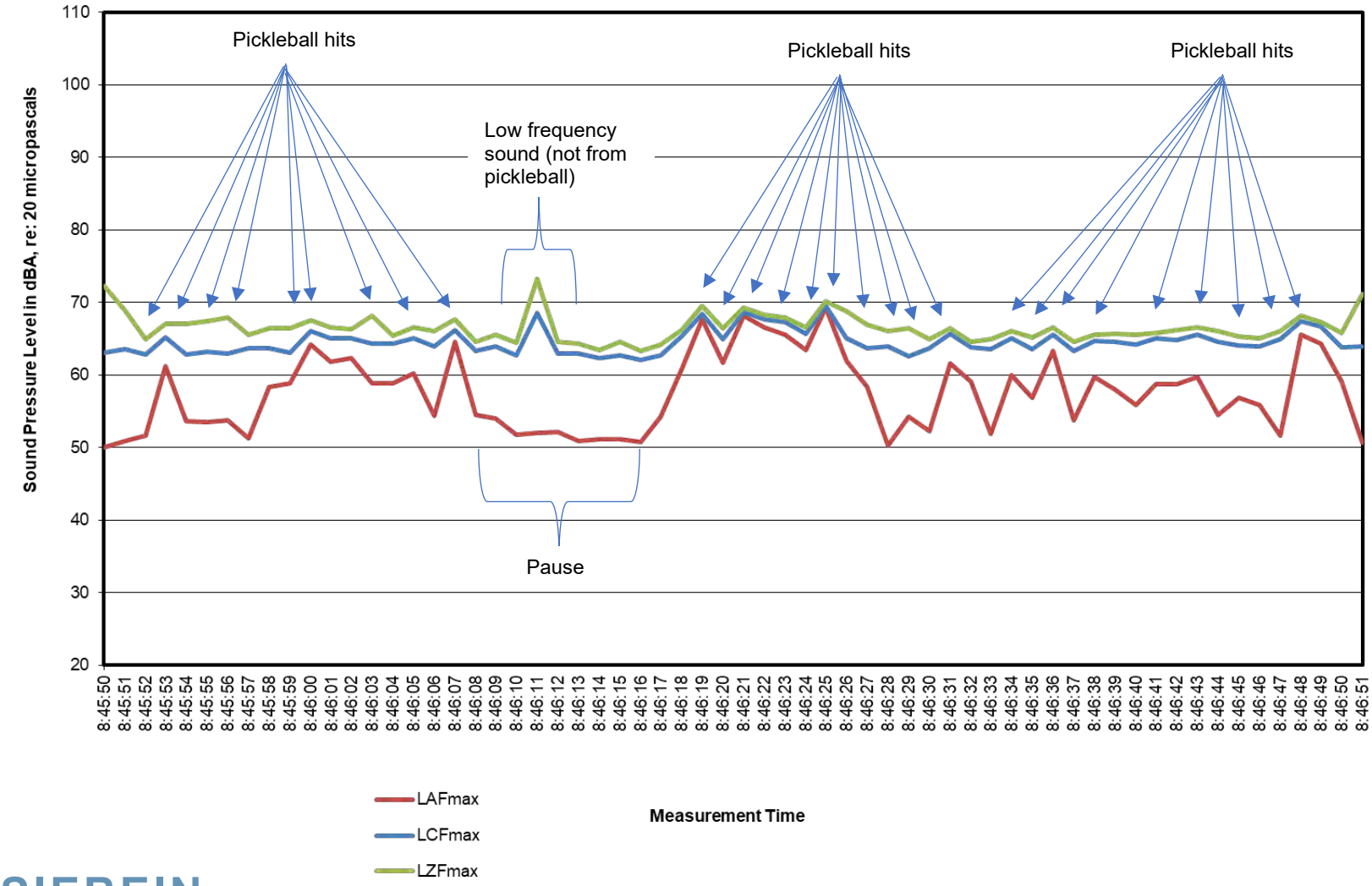

Ocean Village
Location L6: LD 4 File 029
Pickleball and voices
Pickleball hits
Pickleball hits
Pickleball hits
Sound Pressure Level in dBA, re: 20 micropascals
110
100
90
80
70
60
50
40
30
20
8:39:38
8:39:39
8:39:40
8:39:41
8:39:42
8:39:43
8:39:44
8:39:45
8:39:46
8:39:47
8:39:48
8:39:49
8:39:50
8:39:51
8:39:52
8:39:53
8:39:54
8:39:55
8:39:56
8:39:57
8:39:58
8:39:59
8:40:00
8:40:01
8:40:02
8:40:03
8:40:04
8:40:05
8:40:06
8:40:07
8:40:08
8:40:09
8:40:10
8:40:11
8:40:12
8:40:13
8:40:14
8:40:15
8:40:16
8:40:17
8:40:18
8:40:19
8:40:20
8:40:21
8:40:22
8:40:23
8:40:24
8:40:25
8:40:26
8:40:27
8:40:28
8:40:29
8:40:30
8:40:31
8:40:32
8:40:33
8:40:34
8:40:35
8:40:36
8:40:37
8:40:38
8:40:39
LAFmax
LCFmax
LZFmax
Measurement Time


Ocean Village
Location L7: LD 4 030
Pickleball and voices
Pickleball hits
Pickleball hits
Pickleball hits
Pickleball hits
Sound Pressure Level in dBA, re: 20 micropascals
110
100
90
80
70
60
50
40
30
20
8:41:38
8:41:39
8:41:40
8:41:41
8:41:42
8:41:43
8:41:44
8:41:45
8:41:46
8:41:47
8:41:48
8:41:49
8:41:50
8:41:51
8:41:52
8:41:53
8:41:54
8:41:55
8:41:56
8:41:57
8:41:58
8:41:59
8:42:00
8:42:01
8:42:02
8:42:03
8:42:04
8:42:05
8:42:06
8:42:07
8:42:08
8:42:09
8:42:10
8:42:11
8:42:12
8:42:13
8:42:14
8:42:15
8:42:16
8:42:17
8:42:18
8:42:19
8:42:20
8:42:21
8:42:22
8:42:23
8:42:24
8:42:25
8:42:26
8:42:27
8:42:28
8:42:29
8:42:30
8:42:31
8:42:32
8:42:33
8:42:34
8:42:35
8:42:36
8:42:37
8:42:38
8:42:39
LAFmax
LCFmax
LZFmax
Measurement Time

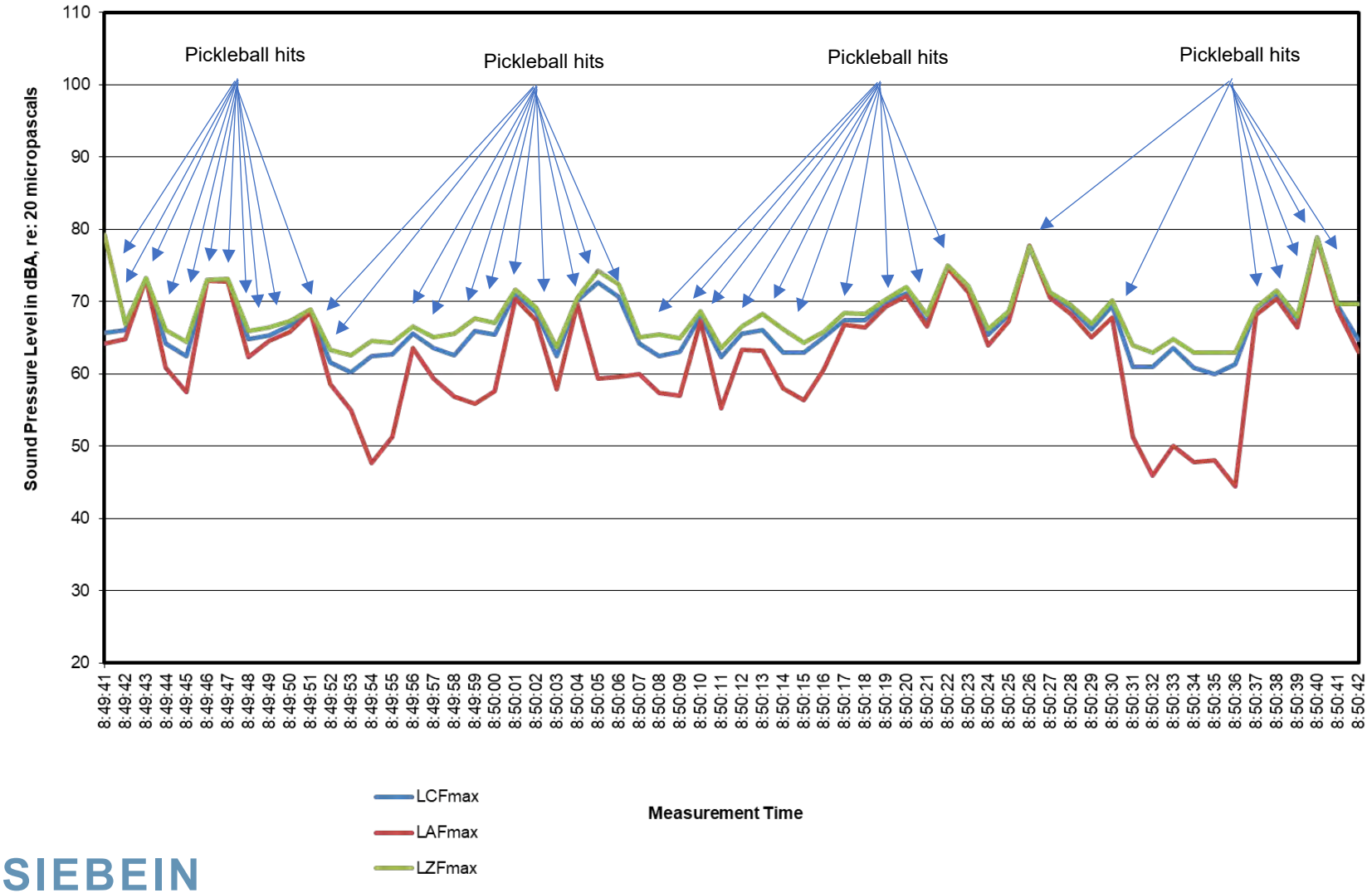
Ocean Village
Location L8: LD 4 031
Pickleball, car pass and voices



Ocean Village
Location L9: LD 4 032
Pickleball, car pass and voices

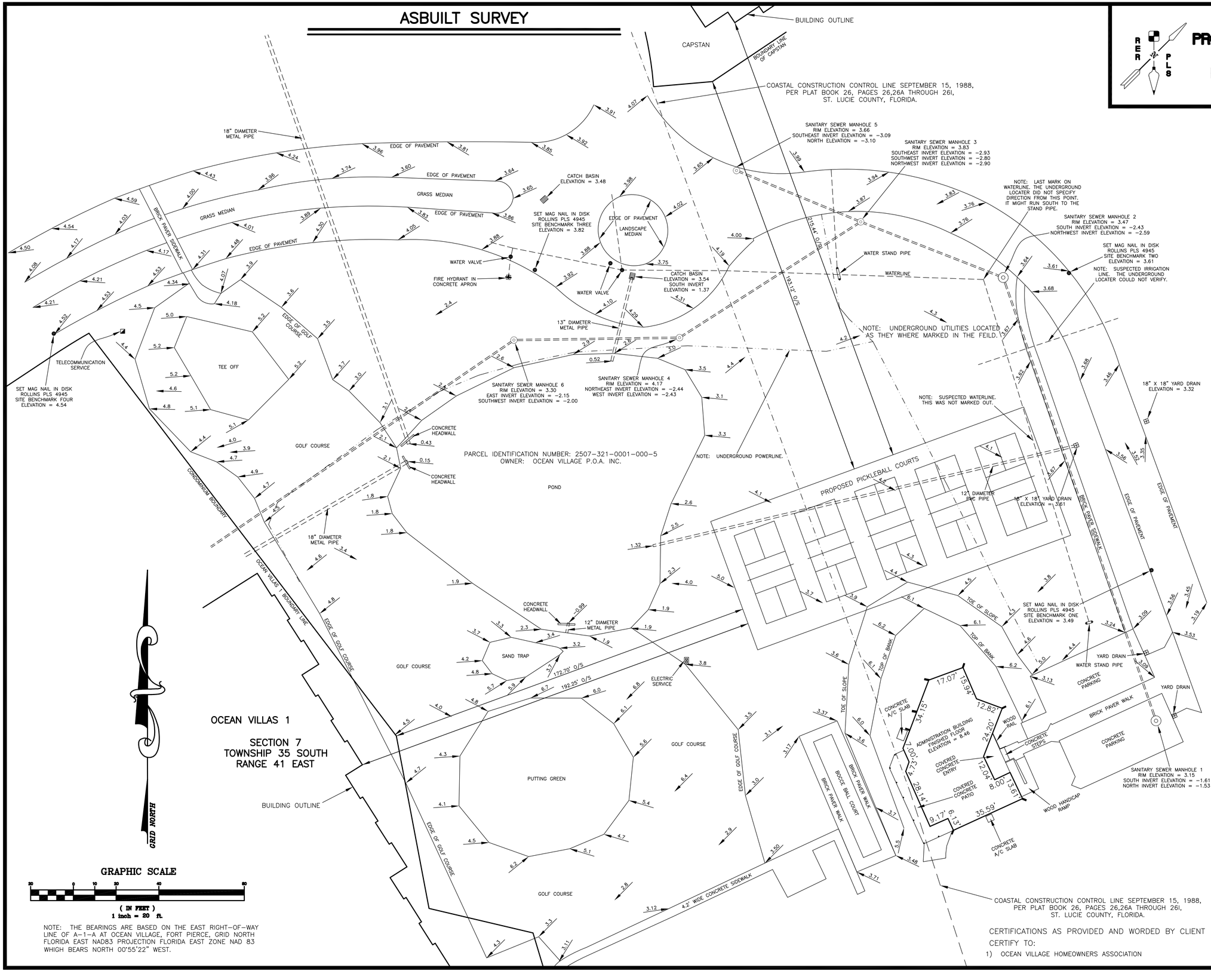


Ocean Village
Location L10: LD 4 File 033
Pickleball and voices



SIEBEIN ACOUSTIC

ASBUILT SURVEY



OCEAN VILLAS 1

SECTION 7
TOWNSHIP 35 SOUTH
RANGE 41 EAST

GRID NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NOTE: THE BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF A-1-A AT OCEAN VILLAGE, FORT PIERCE, GRID NORTH FLORIDA EAST NAD83 PROJECTION FLORIDA EAST ZONE NAD 83 WHIGH BEARS NORTH 00°55'22" WEST.

ROLAND E. ROLLINS
PROFESSIONAL LAND SURVEYOR
3221 SW CRUMPACKER STREET
PORT ST. LUCIE, FLORIDA 34953
772-873-4700

BENCHMARK REFERENCE:

FOUND BRASS DISK IN CONCRETE MONUMENT STAMPED RILEY ST. LUCIE COUNTY 2005 VERTICAL CONTROL DISK. FOUND 177 FEET PLUS OR MINUS SOUTH OF THE CENTERLINE OF COCONUT DRIVE ON THE EAST SIDE OF STATE ROAD A-1-A 3' PLUS OR MINUS EAST OF THE EAST EDGE OF A 5 FOOT CONCRETE SIDEWALK RUNNING NORTH AND SOUTH, 39 FEET PLUS OR MINUS NORTHWEST OF THE WEST END OF A OCEAN VILLAGE SIGN, 16 FEET PLUS OR MINUS WEST OF A WOOD UTILITY POLE.
ELEVATION = 3.839 N.A.V.D. OF 1988

ELEVATIONS BASED ON N.A.V.D. OF 1988 AND SHOWN THUS 1.0

FLOOD ELEVATION INFORMATION

MAP NUMBER 12111C0183J
DATE OF FIRM FEB. 16TH, 2012
COMMUNITY NUMBER 120286
PANEL 0183
BASE FLOOD ELEVATION 6.0
SUFFIX J
FIRM ZONE AE

ADDENDUM	FIELD BOOK	PAGE	DATE	BY	CHECKED
ASBUILT SURVEY	E.F.B.		08/14/2023	R.E.R.	R.E.R.
ASBUILT SURVEY	E.F.B.		10/18/2023	R.E.R.	R.E.R.
ASBUILT SURVEY SANITARY MANHOLES	E.F.B.		10/25/2023	R.E.R.	R.E.R.
LOCATE CONDO BUILDINGS	E.F.B.		03/15/2024	R.E.R.	R.E.R.

LEGEND:

- ⊙ = SET 5/8" IRON REBAR WITH CAP P.L.S. NUMBER 4945
- • = SET NAIL IN DISK P.L.S. NUMBER 4945 UNLESS OTHERWISE NOTED.
- ◎ = MANHOLE (M.H.)
- = CATCH BASIN (C.B.)
- = FIRE HYDRANT (F.H.)
- = WATER METER (W.M.)
- = WOOD POWER POLE (WD. P.P.)
- = CONCRETE POWER POLE (CONC. P.P.)
- = ANCHOR AND GUY WIRE
- = OVERHEAD WIRES
- = NOT TO SCALE
- = FENCELINE

NOTES:
1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHT-OF-WAYS OF RECORD.
2) NO UNDERGROUND OR INTERIOR IMPROVEMENTS WERE LOCATED EXCEPT AS NOTED.
3) LEGAL DESCRIPTION AS SUPPLIED BY CLIENT.
4) BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
5) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.

PLOT DATE AND TIME: 03/16/2024 10:20 AM EST

LOT SQUARE FOOTAGE: N/A

SCALE: 1" = 20'

DATE OF LAST FIELD WORK: 03/15/2024

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS SURVEY WAS ELECTRONICALLY CERTIFIED BY ROLAND E. ROLLINS PROFESSIONAL LAND SURVEYOR NUMBER 4945 AS TIME STAMPED AND DIGITALLY SIGNED ABOVE. IF THIS SURVEY IS PRINTED IN PAPER FORM THEN IT BECOMES INVALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: RR230801UD

CERTIFICATIONS AS PROVIDED AND WORDED BY CLIENT CERTIFY TO:

1) OCEAN VILLAGE HOMEOWNERS ASSOCIATION

Predictive Sound Analysis for Proposed Pickleball Courts at

Ocean Village

2400 South Ocean Drive

Fort Pierce, Florida

Executive Summary

Ocean Village is a gated community that is evaluating two locations to potentially build eight pickleball courts. Construction of new courts are proposed at a location on Mainsail Drive, in a field north of the administration building and an alternate site near the intersection of Windward Drive and Southpointe Drive, where four hard-surface tennis courts currently exist.

GigaHertz LLC was contracted by the Ocean Village Pickleball Committee to predict the sound levels expected at nearby residences and evaluate sound mitigation strategies for each location. This is a concern because both locations are within 300 feet of residences, and therefore fall within the distance that pickleball sound can be heard.
This report will provide details on: The Engineer's site visit; field testing; how sound is measured; actual sound levels as recorded at measured distances from condos; sound mitigation strategies; an actual case example and a formal recommendation.

Conclusions:

The proposed Mainsail Drive location offers the best choice for this community based on having the lowest predicted sound levels for nearby residences.

This predictive sound analysis was performed by Bob Unetich, professional Engineer and founder of GigaHertz LLC, a company specializing in radio and sound wave propagation. Mr Unetich's biography can be found at the end of this document.

GigaHertz LLC
1811 Woodlands Circle, Pittsburgh, PA 15241
www.gigahertzllc.com

This Google Earth photo shows the general area in Ocean Village including the current temporary courts and the grassy area where courts might be constructed.

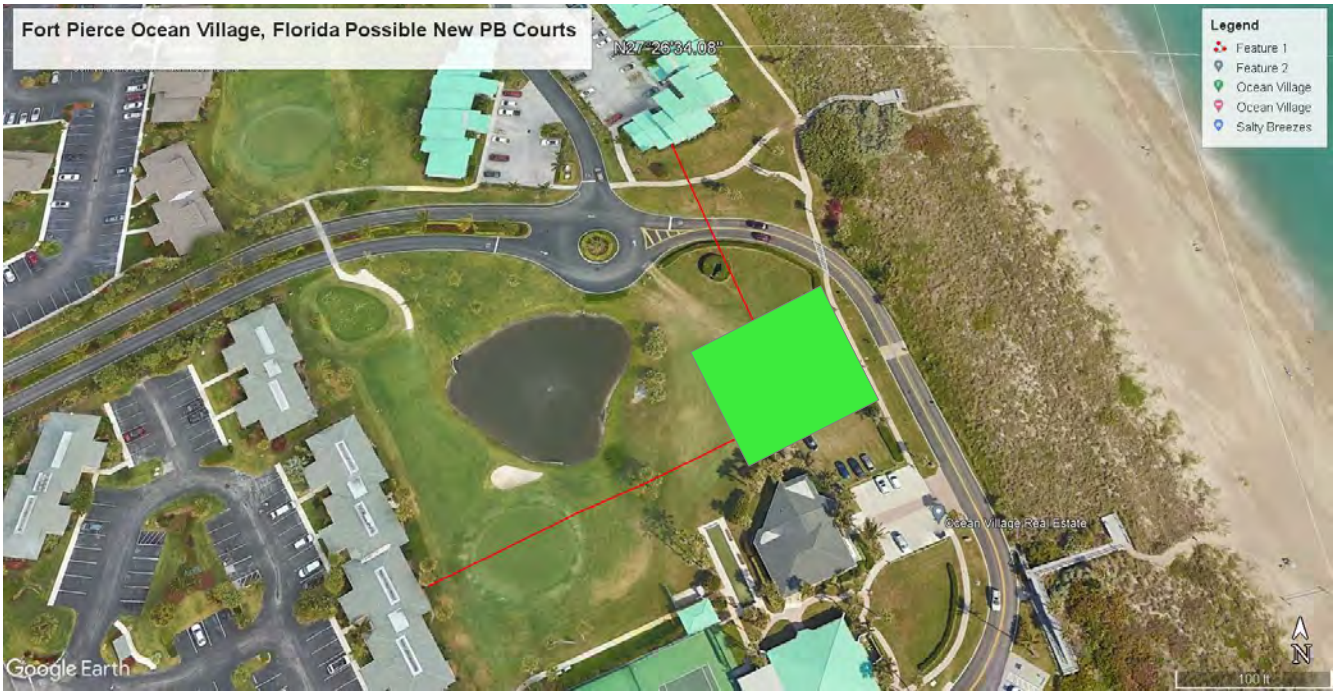


Current temporary courts overlined on a tennis court

Proposed new court location

Proposed alternative court location

Proposed New Pickleball Court Location along Mainsail Drive



The photos include distance measurement lines in red to nearby residences

Comments on locating the courts on Mainsail Drive

This location would place eight pickleball courts in the field north of the administration building. This location is commonly referred to as the “north field”.

Residences are in the three story building to the north at abou200 feet distance and to two story homes at about 225 feet to the west. The fences could be designed to be high enough and sturdy enough to allow sound barrier material like Acoustifence to block the line-of-sight sound path from all of the homes and achieve a 10 decibel or greater reduction in sound level. Reflected sound would travel to the east, towards the dunes and towards the south where there are no close homes.

Note: a 10 decibel reduction represents a 50% reduction in sound level perceived by the human ear.

This is a Google Earth view of the location of court locations on Windward Dr and Southpointe Dr and proposed move to the two tennis courts closest to Windward Drive.



Comments on moving the courts towards Windward Drive:

The pickleball court lines on the court to the west are in regular use. These courts are within one hundred feet of condos to the west, which results in sound reaching the residents in that area. These condos are multistory units and installing sound barrier material on the west fence would not block the line-of-sight sound path is not practical.

Moving pickleball play to the two tennis courts to the east would increase the distance to the

condos on the west but it will place pickleball closer to the two story residences to the east and closer to the single family homes to the south. There is a mid-rise condo to the north near these courts but the courts face the side of the condos away from doors and windows that open.

It would be possible to block the view, and the sound, of these courts from homes to the east and south with sound reflecting barrier material but that would further increase sound towards the north and possibly causing noise complaints from that direction.

Fort Pierce Sound Level Ordinances

There are existing ordinances concerning sound levels. Sound level ordinances generally use standard sound level measurement terminology, which will be explained in detail below. As is often the case, there are different permitted sound levels at different times of the day and on Sunday. This is Section 26-40 of the ordinances::

Sec. 26-40. Sound level limitations.

No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

Table 1. Sound Level Limits by Receiving Property

Receiving Property Category	*Time*	*Sound Level Limit (dBA)*	*Sound Level Limit (dBC)*	*Sound Level Limit (dBZ)*
Residential	*Monday through Saturday, 7:00 a.m.—11:00 p.m.*	*60*	*60*	*60*
Residential	*Sunday, 7:00 a.m.—1:00 p.m.*	*See subsection (1) of this section.*	*See subsection (1) of this section.*	*See subsection (1) of this section.*
Residential	*Sunday through Saturday, 11:00 p.m.—7:00 a.m.*	*See subsection (1) of this section.*	*See subsection (1) of this section.*	*See subsection (1) of this section.*
Commercial	*At all times*	*65*	*65*	*65*
Industrial	*At all times*	*70*	*70*	*70*

(1) It shall be unlawful for any person to make, continue or cause to be made or continued within that portion of the city which has been designated as a residential or mixed use area of the city, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. any unreasonably loud, excessive, unnecessary, or unusual noise in such manner that noise produced, or the vibration made, by the same would be obvious, or cause discomfort and annoyance to an ordinary, reasonable prudent person at a distance greater than 50 feet from the real property line of the nearest receiving property. A sound level meter or sound level reading shall not be necessary for the enforcement of this subsection.

(2) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ.

(3) In a multifamily dwelling, it shall be unlawful to create or permit to be created any noise that exceeds the daytime (7:00 a.m. to 11:00 p.m.) limit of 50 dBA, dBC, or dBZ and the nighttime (11:00 p.m. to 7:00 a.m.) limit of 40 dBA, dBC, or dBZ as measured from a neighbor's dwelling.

(4) In a mixed use building, it shall be unlawful to create or permit to be created any noise that exceeds the daytime (7:00 a.m. to 11:00 p.m.) limit of 55 dBA, dBC, or dBZ and the nighttime (11:00 p.m. to 7:00 a.m.) limit of 45 dBA, dBC, or dBZ as measured within the residential use portion of the building.

(5) In addition to the limits of Table 1, for any sound source which impacts residential property, the maximum allowable sound level limits for the individual octave bands whose centers are 31.5, 63 and 125 Hertz shall not exceed 65 dBA, dBC, or dBZ.

(Code 1983, § 11-52.18; Ord. No. 14-033, § 1, 12-1-2014)

Comments on the Ordinance

Pickleball sound has an “impulse” characteristic and according to note (2) above, this changes the permitted Sound Level Limit to 70 dBA during the day until 11:00 PM, except for Sunday, when the 70 dBA limit would apply only from 1:00 PM until 11:pm.

The sound estimates below and the field tests performed indicate that pickleball sound will not exceed this limit at “ the real property line of the nearest receiving property” at the Mainsail location if the recommended sound barriers are installed. There is risk of exceeding the limits at the Windward Drive location because of the proximity of nearby property lines.

Site Visit and Field Test of Pickleball Sound

At the request of members of the local pickleball committee, I made a trip to both possible court locations on March 17, 2022. At the Mainsail Drive location, we identified the locations where players on possible future courts would be closest to residences. At those locations, I set up a simulation of pickleball sound using a laptop running a repeating recording of a loud pickleball hit driving a 50 watt sound bar. We adjusted the sound power level to a nominal loud hit level of 80 dBA at 20 feet, representing loudest pickleball sound.

We set this level using a calibrated Sper Scientific Sound level Meter operating in the Fast Max Hold mode. Next we moved north to within 20 feet of the condo directly north of the sound bar location and measured the sound level and made measurements of normal ambient background noise levels. These measured levels at about 200 feet from the sound source were about 60 dBA, as expected at that distance. The nominal quiet background noise level was about 48 dBA on the Sper meter but it rose frequently to levels above 60 dBA because of vehicle noise and other extraneous sounds.

The recording used is of a single very hard hit and it represents the loudest sound level that might be heard several times per minute in aggressive pickleball play. At 200 feet, this level would be perceived as being more than twice as loud as the background noise level by most listeners. Our objectives included considering what sound reducing methods might be employed to reduce levels at surrounding residences. One method is to restrict the paddles and balls permitted on the courts to quieter models and we simulated that by adjusting down the sound level by 3 decibels to first simulate quieter balls and then 3 more decibels to simulate the use of quieter paddles.

We next simulated the impact a 12 ft. high sound barrier would have on the sound level. Sound barriers are frequently used and typically they are of heavy vinyl construction. They can hang from chain-link fencing with suitable tie wraps. These can be of either sound reflecting or sound absorbing types. One requirement is to block the line-of-sight path sound would travel if the barrier is to be fully effective. While 10 ft high fencing is common, 12 ft is readily available and the extra height would permit improved sound attenuation to the only 3rd floor condo to the north. If the courts were positioned to permit a 12 ft high barrier to substantially block the view of proposed courts, this would achieve over 10 decibels of sound reduction. Using that figure, we reduced the sound level from the sound bar by 10 decibels and again ran our sound measurement tests. The original 60 dBA readings dropped to just above the level of the background noise where we were standing, so accurate measurement data could not be taken but clearly we could discern a substantial reduction in pickleball sound. When we added further reductions in level, simulating the use of quieter gear, we could not measure any hits above background sound levels.

Next we aimed the sound bar towards the east and ran the same test near the closest condos to the east, which are over 250 feet away. Those levels were, as expected, lower and closer to the background noise level.

Finally, we moved to the Windward Drive location and observed the local conditions. There was pickleball play on tennis court 10 (west court). We discussed at length the possibility of using sound barriers on the east corner and south fences.

Adding sound barrier material to the south fence and south-east corner could reduce the sound levels to the homes south of these courts. However, if this sound barrier is of the sound reflecting type (Acoustifence), much of this reflected sound would propagate towards the six story condo building to the north. The use of absorbing sound barrier material in this location would mitigate this factor.

There would be no material benefit to installing sound barrier material along the four foot high east fence since it would not block line-of-sight ball strike sounds.

Measuring Sound Level

There are international and US standards about sound measurement and many communities have sound or noise level ordinances. A good tutorial on sound measurement can be found on Wikipedia under **Sound Level Meter.** This report uses the terms decibel and dBA to describe both relative changes in levels (in decibels or dB) and absolute levels (in dBA). While these terms are based on logarithms, they make the math of recording changes in level very simple and they relate well to human hearing characteristics.

For instance, a change of sound level of 10 dB is, on average, sensed as being twice as loud or half as loud. In addition, the sound level of ordinary activities and devices is easily expressed in dBA instead of a complex sound pressure number based on the unit of sound pressure, the Pascal. Here is a chart showing the normal sound level (in dBA) for many common situations.

Sound level meters can be used to measure sound accurately if we understand their design characteristics and if they are calibrated. Phone apps may be used as well but calibration is difficult and the microphone of a phone or tablet computer has an unknown directivity so absolute readings may not be accurate but relative readings, such as comparing one ball type to another, may be reasonably accurate.

Pickleball sound is an “impulse sound” lasting only milliseconds. For measurements, we recommend using the A scale (as used in the above chart), a “Fast Mode” of detection (normally 125 ms long time period for taking a measurement) and Max Hold or Peak Hold to store the highest reading during the measurement. If a meter has a range adjustment, we recommend a 30 to 80 dBA or similar range. A suitable quality meter is the Sper Scientific model 840018, readily available online for under $200.

Typical Sound Levels



Typical Sound Level Meter



Pickleball Sound

Pickleball is played with a hard plastic ball and a solid surface “paddle” (not a racket) and the sound of a hit is mainly determined by vibration of the paddle face when it is struck. If the force of the strike is hard, the face vibrates significantly and the vibrations reflect from the edges of the paddle about 1,000 times per second. These vibrations increase and decrease the nearby air pressure, which is equivalent to saying it makes a sound.

That sound travels away from the paddle (at the speed of sound) and it spreads out its energy over the surface area of the moving pressure wave. The area of the surface of this wave varies as the square of the distance, so the sound power level per unit area drops as the square of the distance from the hit.

This propagating wave has an “amplitude” or loudness and a “pitch”, which is related to how fast it is varying, but this variation in pressure is a complex combination of sounds. We can usually determine the main “pitch” of this sound. With hard paddles, this frequency of vibration is about 1,000 cycles per second and often just a little higher, at about 1,050 cycles per second (or Hertz), which is near musical note C6. This is often characterized as a “pop” sound.

Some paddles, using slightly softer and thicker materials, may have a dominant tone or pitch half as high in frequency, or around 500 Hz and near note C5, an octave lower note. Some are even are as low as C4 (known as middle C) and this is thought to be more of a “thud” sound instead of a “pop” by players.

The sound level varies considerably during play. Hard hits may be many times as loud as soft hits. These sounds have a short duration, measured on the order of tens of milliseconds and we can quantify them in numerous ways. Human hearing functions over an enormous range of levels from below a quiet whisper to the damaging level of jet engines, so there is a huge range of pressure levels that we can hear. To simplify the messy arithmetic involved, we use logarithms and “decibels” and an agreed set of standards to describe the absolute levels. This method can vary, but in general, we will measure sound in decibels relative to a defined reference level and along a curve that emulates the varying sensitivity of human hearing, called the A curve. The reference point is called Zero dBA. Normal conversation occurs at about 60 dBA. To hear this level clearly, we like our “background noise” to be low. A library noise level is usually about 40 dBA and distant traffic noise is often 40 to 50 dBA in a quiet community. A nearby lawnmower will usually be at about 90 dBA.

Pickleball sound on a court can often exceed 80 dBA but the level of any one hit is unpredictable and dependent on many factors. There is an average loudness associated with hard hitting and the hardness of the ball. Some of the most popular paddles and balls will produce sound levels of over 60 dBA two hundred feet away from a hard ball strike, although the average is closer to 60 dBA at that distance. There are slightly softer (but approved for tournament play) balls that are about 3 decibels quieter and there are slightly softer paddle models that are 3 decibels quieter. Selecting these quieter pieces of gear can therefore reduce the sound of play by 3 dB + 3dB or 6 decibels, although paddle and ball preferences are a personal decision. Enforcing the use of particular balls and paddles may be difficult on public courts. Since sound propagates according to the laws of physics we can estimate sound levels at various distances, which is done below after a description of sound mitigation options.

Pickleball Sound Mitigation Possibilities

Sound Barriers

Shrubs and trees are normally not very effective sound barriers. There are various commercial solid outdoor barrier types, including concrete walls, but for this set of sound level estimates, a hanging vinyl barrier like the Acoustiblok product known as Acoustifence is used. It is highly reflective of sound, which could be a problem since it sends reflected sound in another direction. There are also absorbing barrier types, like the eNoise Control outdoor blanket model UNC-XT-1, but they are heavier, more expensive and less durable. Acoustifence is used in these sound level estimates.

Earth barriers are effective but they require more land. Hanging barriers require consideration of the wind loading capability of a fence used for support and the fence will need to be high enough to handle the barrier. Sound will go over the barrier (by diffraction) and each increase in height by one foot achieves about a one decibel reduction in sound level.

Photos of Sound Barriers Installed at Pickleball Courts

Absorbing Blankets



Acoustifence



Using Quieter Balls

USA Pickleball, the US governing body of the sport, approves paddles and balls for sanctioned tournament play. While there are a few balls not approved for tournament play, most players will reject them. Of the Approved balls, the softer balls are about 2 or 3 decibels quieter than the harder balls. Of those Approved, the quietest that has been measured is the Monarch Outdoor Gen 2 ball. It is about 1 dB quieter than the Onix Fuse outdoor ball but it plays slower and most players will not like it as much as the Fuse. The Onix Fuse outdoor ball is therefore recommended. It is not the most common ball in use.

Quieter Paddles

Paddle designs vary but, as with balls, softer surfaces are quieter. The list published and available on The Pickleball Sound Mitigation Facebook Group Page is recommended. It contains about 100 paddles and new models are added every few months. Quieter paddles are being designed and we can expect quieter models to be released soon, so enforcing the use of quieter paddles can be of real benefit.

Time limits on play

It is useful to limit the hours of play if there are lights on the courts. It is not uncommon to limit play to 6 PM or 8 PM. The Ocean Village pickleball committee chairman stated that hours of play have already been defined as 8 am - dusk.

Sound Masking

Communities with very low background noise may add a sound such as water falling in a fountain or waves crashing into a shore to cover the sound of pickleball. There are streaming sounds available that could be directed to outdoor speakers to simulate certain sounds, such as rain falling on a tin roof, which has a similar pitch to pickleball pops and this could be switched on and off when pickleball is being played. Wind, ocean sounds, traffic and other ambient sounds provide some level of natural sound masking for the north field location.

Sound level Estimates

The next pages predict the likely sound levels at various distances from ball strikes, including the approximate distance of the homes near proposed courts. Estimates are shown for

1. No mitigation
2. paddle and ball limitations plus a 10 ft high barrier and, finally
3. paddle and ball limitations pus a 12 ft high barrier.
4. paddle and ball limitations only

In this next section, SPL stands for sound power level and BNL stands for background noise level.

Estimates of sound level at various distances from where a ball was hit without sound mitigation and with several sound mitigation options in use:

1. Assumptions: **No mitigation; No control of paddles and balls**; relatively strong competitive players and no physical obstructions in the way to reduce or reflect the sound waves:

Distance from the Hitter	Occasional SPL	Frequent SPL (~4 dB lower)
100 feet	70	66
200	64	**60**
300	60.5	56.5 (above the BNL)
400	58	54
500	56	52

2. Assumptions: **Paddles and balls are limited to accepted "quieter" models;** relatively strong competitive players **and a 10 ft high sound barrier is added to reduce or reflect the sound waves: (Achieves a 10 dB reduction)**

Distance from the Hitter	Occasional SPL	Frequent SPL
100 feet	54	50
200	48 (near the BNL)	44
300	44.5	40.5
400	42	38 (probably below the BNL)

3.**. Assumptions**: **Paddles and balls are limited to accepted "quieter" models;** relatively strong competitive players **and a 12 ft high sound barrier is added to reduce or reflect the sound waves: (Achieves a 12 dB reduction)**

Distance from the Hitter	Occasional SPL	Frequent SPL
100 feet	52	48
200	46	42
300	42.5	39.5(probably below the BNL)
400	40	36 (probably below the BNL)

4. Assumptions: Paddles and balls are limited to accepted "quieter" models; relatively strong competitive players and no physical obstructions in the way to reduce or reflect the sound waves: (*Achieves a 6 dB reduction)*

Distance from the Hitter	Occasional SPL	Frequent SPL
100 feet	64	60
200	58	54
300	54.5	50.5 (probably above the B N L)
400	52	48
500	50	46

A Case Study Example

This is a photo of an actual pickleball court arrangement with a 12 ft high absorbing barrier on all 4 sides. Homes are nearby on three sides of these courts.



In this installation, the HOA and pickleball club enforce the use of quiet paddles and only the Onix Fuse ball is permitted, in yellow or green colors.
Since this photo was taken a year ago, two more pickleball courts have been lined on the tennis court section. The sound blankets are bolted in place and would be unbolted and rolled down by the HOA if a hurricane approaches. The tan vertical lines on the outside of the material are overlapping Velcro and vinyl layers and each barrier section is 54 inches wide.

At this location, sound levels frequently exceeded 66 dBA at local homes with 200 feet of players before sound mitigation was attempted. Quieter balls and paddles dropped this SPL to about 60 dBA and the 12 ft high sound barrier dropped it to about 46 dBA at the closest home, near the typical BNL in this neighborhood, which is usually caused by distant road noise. There are loaner paddles and balls available for visitors. The chain link fence is high strength black vinyl type with close spacing on the pipes (the black lines) for added strength and wind loading protection. The temperatures on this court are not significantly different that outside the gate. The gate, seen in the bottom left corner is also covered by a sound blanket layer.

Recommendations

Constructing new courts along Mainsail Drive will most likely result in fewer sound complaints from neighbors. A 12 ft high fence with an Acoustifence reflective sound barrier attached will reduce the sound levels at residences to the north to near the background sound levels. Adding restrictions on paddle models and balls, if enforceable at this location, would drop sound levels about another 6 decibels and place the level at about the level of background sound this area experiences on quiet days.

Less desirable from a sound-level perspective is the alternate location of building eight pickleball courts on tennis courts 7 and 8, putting play much closer to single family homes and condos. Adding sound barriers to the east and south would reflect sound to the six-story condo building to the north, potentially causing additional sound problems in that direction.

New paddles typically cost under $200 each and balls are inexpensive. Develop a method of enforcing the use of quieter paddles and balls at either location. This might be difficult to enforce because of the high number of transient renters.

If Acoustifence is selected as a sound barrier, it should be installed only on selected sides. You can contact our office for more information about the use of sound absorbing blankets if that is being considered.

At 200 feet from players, it is possible to achieve, using 12 ft high sound barriers and quieter paddles and balls, a 75% reduction in perceived sound level relative to the use of loud equipment and no sound barriers and that would push the level down to typical background noise level.

Robert M Unetich
GigaHertz LLC

April 4, 2022

<u>Disclaimer:</u> The sound levels in this report are estimates. Actual levels will vary over time. Sound level is probabilistic, meaning it is predictable over a range and it has averages and other statistical characteristics but it has no exact single level.

This report makes no guarantee of performance of the sound mitigation methods described. In addition, it is not possible to determine what any particular person believes is an acceptable sound level. The estimates of background sound levels are simply estimates and will vary from one neighborhood to another and from one measurement method to another.

Sound barrier installations must take into account numerous technical requirements to be effective. This includes consideration of wind and water damage and the fact that sound may travel around any opening in the barrier, including along the bottom edge. Manufacturer's recommendations should be carefully followed to achieve acceptable results.

Bio of the author of this report:

Robert M Unetich is a registered professional engineer in Pennsylvania. He graduated from Carnegie Mellon's School of Engineering as an Electrical Engineer and he has worked extensively in radio wave and sound wave propagation. He has published numerous articles about both topics including chapters in engineering handbooks and he holds several patents.

He is the owner of GigaHertz LLC, an electronics and acoustics consulting company in Pittsburgh, PA and he is a USA Pickleball Certified Referee.

Mr Unetich administers the Facebook group Pickleball Sound Mitigation and he is a member of the staff of Pickleball Magazine, where he writes a column for the magazine.

He can be reached at 412-780-4575 and at rmu@gigahertzllc.com and at itsrmu@aol.com.

Ocean Village Pickleball Timeline

Prepared by Dave Strothmann

3/31/2024

2008 – Two paddle tennis courts converted to pickleball (Courts 1 and 2 by Bermuda Pool)

January 17 - February 15, 2019 – The board inia tes and 674 owners out of around 2400, complete an owner survey in an aS empt to idenPfy owner demographics, expectaPons, saPsfacPon, parPcipaPon in acvi e s and value of future improvements. 24.2% of respondents indicated they play pickleball (we only had 2 courts at the m e). More pickleball courts were included in the top 10 future improvements desired by owners. (This survey was done before the explosive growth in the popularity of the sport that has occurred over the past several years.) The results of this survey were included in the intervener applicaon packet.

June 2019 – Based on overwhelming demand at the exisn g courts, the Board creates recreaon commiS ee to study where addiPonal pickleball courts can be built

December 2019- To provide temporary relief, the Board votes to stripe 4 temporary courts on hard tennis court number 10, by the Catamaran II cluster.

January 2020 – A er complePng their analysis the RecreaPon commiS ee recommends addion of 4 permanent pickleball courts be built in North Field. Board decides to wait to fund and build the courts unl the community center building assessment is ready. The projects will be funded at the same m e through special assessment.

October 28, 2021 – POA board approves 8 pickleball courts in the North Field along with Community Center building to be funded through a special assessment.

November 29th, 2021 – Special assessment passed to fund Pickleball Courts and Community Center. MoPon introduced to change the previous moPon from pickleball courts to racket sport courts to give the board flexibility in deciding if clay tennis courts or pickleball courts should be built in the north field.

April 4, 2022 1st sound study contracted by the Pickleball CommiS ee with GigaHertz LLC. The study shows the North field locaPon is suitable for pickleball courts, and that the courts will not violate the Fort Pierce noise ordinance even with no sound miPgaPon in that locaPon. The report also notes that sound cannot be miPgated in the hard tennis court locaon .

Fall 2022 – Board votes to build a single clay tennis court in the North Field and move the pickleball courts to the hard tennis court locaPon. A revision to the approved site plan is iniPated to change the 8 pickleball courts into a single clay tennis court.

January 22.2023 – Second Sound study contracted by the POA with Siebein and Associates to prove that it is a suitable locaPon for the pickleball courts. The sound study confirms that placing the pickleball courts on the hard tennis courts will exceed the requirements of the Fort Pierce noise ordinance and cannot be effecPvely miPgated in that locaPon. Report notes that the North Field locaPon is suitable for placing the pickleball courts, and that the courts will not violate the Fort Pierce noise ordinance in that locaPon. The pickleball courts in ocean Village at both exisPng locaPons are closed due to concerns

about violang the noise ordinance. Plans to build a new tennis court in the north field are immediately scrapped because pickleball will not be located on two of the exisng hard tennis courts.

February 2023 - POA Eleco ns are held – 3 board members are replaced with 3 new members. All new board members support building the pickleball courts in the North Field as originally planned.

Spring 2023 - Discussions are held with nearby condo associaon s to try to appease their concerns and come to a compromise on the courts in the North Field. Capstan representav es propose a 4-court plan that deletes the 4 courts on the north side of the layout moving the courts 60 feet further away. The Pickleball CommiS ee rejects this plan based on experience with long wain g m es with the 4 temporary courts.

Summer 2023 – POA proposes a new court configuraPon changing from 8 to 7 courts to move the courts 60 feet further away from the Capstan condos on the north side of the courts.

December 2023 – The 7-court configuraPon is determined to not be feasible from a cost perspecPve, so a 5 court plan is developed. The change to the 5-court plan is discussed in the December 12 workshop and the December 21st board meeng . This plan s ll moves the courts 60 feet further away from the Capstan cluster than the original 8 court layout.

December 2023 –The POA contracts an acousc al analysis and design of sound mig aon with Pickleball Sound MiPgaPon, LLC. The report is received on December 8, 2023. Varying fence heights and different types of sound barriers are analyzed by ul izing state-of-the-art 3D sound propagaPon modeling so ware. The analysis is consistent with the two previous sound studies and indicates the courts will not violate the Fort Pierce noise ordinance, even with no sound mig aon in place. Based on the POA's desire to make the courts as quiet as possible a 14 foot fence height is recommended to achieve sound levels where the loudest sounds occasionally produced by the courts are 50 dBA or less. The results from modeling 12 foot fence heights are also fully documented in the report.

January 2024 – The OV building commiS ee deletes the single tennis court in the north field from the site plan in order to obtain the final cer ficate of occupancy for the community center building.

January 2024 – New site plan major revision is submiS ed adding 5 pickleball courts into the site plan

January 2024 – bids are received from mulpl e court construcon companies to build 5 pickleball courts with sound miPgaPon in place. All vendors recommend against the 14 foot fence opPon based on the structural loading related to wind against the sound barriers. They esm ate the 14 foot fence with sound miPgaPon requirement is not be feasible from a design and cost perspecv e. The build commiS ee decides to pursue the 12 foot fence opPon based on the feasibility and the analysis in the acousc al design report. The occasional loudest sounds at the nearest condos are expected to be 52 dBA with most sounds far below that level. (Noise ordinance allows for up to 70 dBA).

February – current – Designs for the courts and fencing are being finalized. The selected court construcPon company has engaged the services of a structural engineer to design the footer system for the 12 foot fence with sound miPgaPon panels installed. This is the last item required to obtain a firm fixed price on the courts. Next steps are obtaining our building permits.

DISTRICT PLANNING GROUP

MEMORANDUM

TO	Lisa A. Reves, P.A., Becker & Poliakoff
FROM	Leslie Olson, AICP
DATE	March 29, 2024
SUBJECT	OCEAN VILLAGE POA AMENITY CENTER PARKING DEMAND 3/6/2024 – 3/10/2024

In an effort to address every concern raised regarding the construction of the new Pickleball amenity proposed for Ocean Village, a snapshot Parking Demand Data Collection has been initiated by the Ocean Village Property Owner's Association (POA). Reports have been received that parking supply at the main amenity area can be limited when there is a convergence of peak restaurant use and special events held at the new Clubhouse. While the Property Owner's Association indicates most people walk or ride bikes within the active community, there are reports that parking can be limited at times when two or more amenities are at peak demand, especially when those amenities are drawing non-resident use.

Amenities served by the 130- parking spaces include tennis, golf, a clubhouse, the main pool (not open during this data-collection period), a restaurant open to the public, a tiki bar and bocce courts. In addition, the 5-court Pickleball amenity will be located in this general area, as it has been found to be the least impactful for residents following three (3) noise studies.

In response to parking concerns, security footage of the 130-space parking area was reviewed for the dates of March 6, 2024 (Wednesday) through March 11, 2024 (Sunday) to determine parking demand and peak hour usage for the most heavily-parked days of the week.

Images at 30-minute intervals were evaluated between the timeframes of 7:00 a.m. and dusk, and the number of parked cars counted. The data from this exercise is attached to this document. This initial data collection will inform a future, more intensive parking study to be completed following the reopening of the newly constructed main pool.

FINDINGS

	#/Spaces Available	# Occupied	% Occupied	Time of Day
Average Parking Demand	130	40	30.6%	N/A
Peak Parking Demand	130	81	63%	5:37 p.m., Friday
Pickleball Peak Use Hours	130	24 avg.	19% avg.	8:00 a.m. – 12:00 p.m.
Restaurant Peak Use Hours	130	60 avg.	47% avg.	Weekday: 3:00 – 6:00 p.m. Weekend: 12:00 – 8:00 p.m.

Analysis of the data shows that the current peak parking demand is in the late afternoon and evening on weekdays and between early afternoon and the evening on weekends. Because Ocean Village previously provided Pickleball play on converted tennis courts, the POA reports peak demand for Pickleball in the morning, between the hours of 8:00 a.m. and 12:00 p.m.

Therefore, even if there are some Pickleball players who drive instead of walk or bike, most usage will take place in off-peak hours when the average parking in the main amenity area is at 19% of capacity.

The POA remains committed to studying this problem and will be continuing a parking study following the re-opening of the main pool following construction, as that will change parking demand and peak usage hours. The parking study will include usage data and recommendations for alleviating any parking shortages, including POA policy revisions and potential construction of new parking.

In the interim, the POA Board has adopted new parking policies for Clubhouse use to ensure that parking for those special events is limited and does not compete with restaurant parking demand. Please see attached the adopted Parking Guidelines for clubhouse rental.

Ocean Village Parking Study 3-6-2024 through 3-10-2024

Conditions: Restaurant open 3-9 pm, no pool

Prepared by Dave Strothmann

	Avg % Occupied	*Avg Spaces*
Legend: Primary Pickleball Demand Hours	18.67%	24
Primary Restaurant Demand Hours	45.78%	60
Daily Peak Demand	55.85%	73
Highest Peak Demand	62.31%	81

Date	Day	Time	Restaurant	Street	Gravel	Golf	Tennis	OVCC	Admin	Total	Total avail	% occupied	Comments	Average Parking Demand/Space	Average % Occupied
6-Mar	Wed	6:37am	0	0	0	1	0	1	0	2	130	1.54%			
		7:37am	0	0	0	1	2	8	0	11	130	8.46%		**Pickleball Demand Hours**	
		8:07am	2	0	0	1	5	7	3	18	130	13.85%	Primary Pickleball Demand Hours	30	22.82%
		8:37am	4	0	1	1	6	7	6	25	130	19.23%	Primary Pickleball Demand Hours		
		9:07am	6	1	1	1	9	2	5	25	130	19.23%	Primary Pickleball Demand Hours		
		9:37am	7	1	1	1	7	5	3	25	130	19.23%	Primary Pickleball Demand Hours		
		10:07am	5	1	1	1	9	5	2	24	130	18.46%	Primary Pickleball Demand Hours		
		10:37am	8	1	1	2	11	4	3	30	130	23.08%	Primary Pickleball Demand Hours		
		11:07am	10	1	1	3	8	7	4	34	130	26.15%	Primary Pickleball Demand Hours		
		11:37am	8	1	1	4	10	9	4	37	130	28.46%	Primary Pickleball Demand Hours		
		12:07pm	12	1	1	5	14	13	3	49	130	37.69%	Primary Pickleball Demand Hours		
		12:37am	17	2	1	4	10	9	4	47	130	36.15%			
		1:07pm	17	1	1	3	10	6	4	42	130	32.31%			
		1:37pm	14	1	2	3	5	1	1	27	130	20.77%			
		2:07pm	12	3	2	2	4	1	2	26	130	20.00%			
		2:37pm	13	4	3	3	8	1	4	36	130	27.69%		**Restaurant Demand Hours**	
		3:07pm	23	6	3	4	8	1	4	49	130	37.69%	Primary Restaurant Demand Hou	59	45.16%
		3:37pm	30	4	5	3	12	2	4	60	130	46.15%	Primary Restaurant Demand Hours		
		4:07pm	31	9	7	4	13	2	3	69	130	53.08%	Primary Restaurant Demand Hours		
		4:37pm	34	8	9	2	11	2	2	68	130	52.31%	Primary Restaurant Demand Hours		
		5:07pm	30	6	9	6	4	2	1	58	130	44.62%	Primary Restaurant Demand Hours		
		5:37pm	32	6	9	5	6	2	0	60	130	46.15%	Primary Restaurant Demand Hours		
		6:07pm	24	6	6	1	4	6	0	47	130	36.15%	Primary Restaurant Demand Hours		
		6:37pm	20	3	4	1	1	2	0	31	130	23.85%			
7-Mar	Thurs	6:37am	0	0	0	0	0	2	0	2	130	1.54%			
		7:07am	0	0	0	0	0	1	0	1	130	0.77%			
		7:37am	0	0	0	0	0	7	0	7	130	5.38%		**Pickleball Demand Hours**	
		8:07am	3	2	0	0	0	8	4	17	130	13.08%	Primary Pickleball Demand Hours	26	19.91%
		8:37am	6	2	0	0	3	12	3	26	130	20.00%	Primary Pickleball Demand Hours		
		9:07am	7	2	0	2	4	4	3	22	130	16.92%	Primary Pickleball Demand Hours		
		9:37am	7	1	0	3	5	2	3	21	130	16.15%	Primary Pickleball Demand Hours		
		10:07am	7	1	0	3	3	1	3	18	130	13.85%	Primary Pickleball Demand Hours		
		10:37am	10	1	1	4	4	2	3	25	130	19.23%	Primary Pickleball Demand Hours		
		11:07am	10	1	0	3	6	4	2	26	130	20.00%	Primary Pickleball Demand Hours		
		11:37am	12	1	0	7	8	4	3	35	130	26.92%	Primary Pickleball Demand Hours		

		12:07pm	12	3	0	8	12	5	3	43	130	33.08%	Primary Pickleball Demand Hours				
		12:37pm	11	4	2	6	7	4	3	37	130	28.46%					
		1:07pm	11	6	2	6	7	3	3	38	130	29.23%					
		1:37pm	9	7	4	2	6	3	3	34	130	26.15%					
		2:07pm	9	6	3	2	7	3	3	33	130	25.38%					
		2:37pm	9	7	3	3	9	2	3	36	130	27.69%		**Restaurant Demand Hours**			
		3:07pm	12	6	3	3	10	2	4	40	130	30.77%	Primary Restaurant Demand Hou	51	39.56%		
		3:37pm	15	6	3	4	11	2	3	44	130	33.85%	Primary Restaurant Demand Hours				
		4:07pm	27	9	5	7	12	1	3	64	130	49.23%	Primary Restaurant Demand Hours				
		4:37pm	26	7	6	7	12	2	2	62	130	47.69%	Primary Restaurant Demand Hours				
		5:07pm	25	6	8	7	8	2	1	57	130	43.85%	Primary Restaurant Demand Hours				
		5:37pm	27	5	8	4	7	0	1	52	130	40.00%	Primary Restaurant Demand Hours				
		6:07pm	23	4	7	1	5	1	0	41	130	31.54%	Primary Restaurant Demand Hours				
		6:37pm	22	5	7	0	1	1	0	36	130	27.69%					
8-Mar	Friday	7:52am	0	0	0	0	0	4	0	4	130	3.08%		**Pickleball Demand Hours**			
		8:07am	2	0	0	0	2	4	2	10	130	7.69%	Primary Pickleball Demand Hours	25	18.89%		
		8:37am	3	0	0	0	4	5	2	14	130	10.77%	Primary Pickleball Demand Hours				
		9:07am	8	1	0	2	6	1	2	20	130	15.38%	Primary Pickleball Demand Hours				
		9:37am	7	1	0	2	5	1	2	18	130	13.85%	Primary Pickleball Demand Hours				
		10:07am	13	3	0	4	5	1	3	29	130	22.31%	Primary Pickleball Demand Hours				
		10:37am	9	2	0	4	8	1	4	28	130	21.54%	Primary Pickleball Demand Hours				
		11:07am	12	2	0	5	10	2	4	35	130	26.92%	Primary Pickleball Demand Hours				
		11:37am	11	1	0	4	10	5	4	35	130	26.92%	Primary Pickleball Demand Hours				
		12:07pm	16	1	0	3	5	5	2	32	130	24.62%	Primary Pickleball Demand Hours				
		12:37pm	14	5	0	3	7	3	2	34	130	26.15%					
		1:07pm	17	7	2	2	7	6	1	42	130	32.31%					
		1:37pm	19	7	3	3	7	7	0	46	130	35.38%					
		2:07pm	22	6	3	2	8	7	0	48	130	36.92%		**Restaurant Demand Hours**			
		2:37pm	25	6	4	1	7	7	2	52	130	40.00%	Primary Restaurant Demand Hou	71	54.36%		
		3:07pm	25	8	4	1	5	7	2	52	130	40.00%	Primary Restaurant Demand Hours				
		3:37pm	32	9	5	3	6	9	4	68	130	52.31%	Primary Restaurant Demand Hours				
		4:07pm	35	11	8	4	7	9	2	76	130	58.46%	Primary Restaurant Demand Hours				
		4:37pm	37	9	8	4	8	9	0	75	130	57.69%	Primary Restaurant Demand Hours				
		5:07pm	35	13	8	6	11	6	0	79	130	60.77%	Primary Restaurant Demand Hours				
		5:37pm	38	16	8	6	10	3	0	81	130	62.31%	Highest Peak Demand for Parking				
		6:07pm	34	15	9	5	6	5	0	74	130	56.92%	Primary Restaurant Demand Hours				
		6:37pm	39	15	11	5	5	4	0	79	130	60.77%	Primary Restaurant Demand Hours				
9-Mar	Sat	7:37am	1	0	0	2	0	2	0	5	130	3.85%		**Pickleball Demand Hours**			
		8:07am	1	0	0	2	5	3	0	11	130	8.46%	Primary Pickleball Demand Hours	24	18.21%		
		8:37am	3	0	0	2	6	2	0	13	130	10.00%	Primary Pickleball Demand Hours				
		9:07am	2	0	0	2	7	6	0	17	130	13.08%	Primary Pickleball Demand Hours				
		9:37am	4	0	0	3	5	5	0	17	130	13.08%	Primary Pickleball Demand Hours				

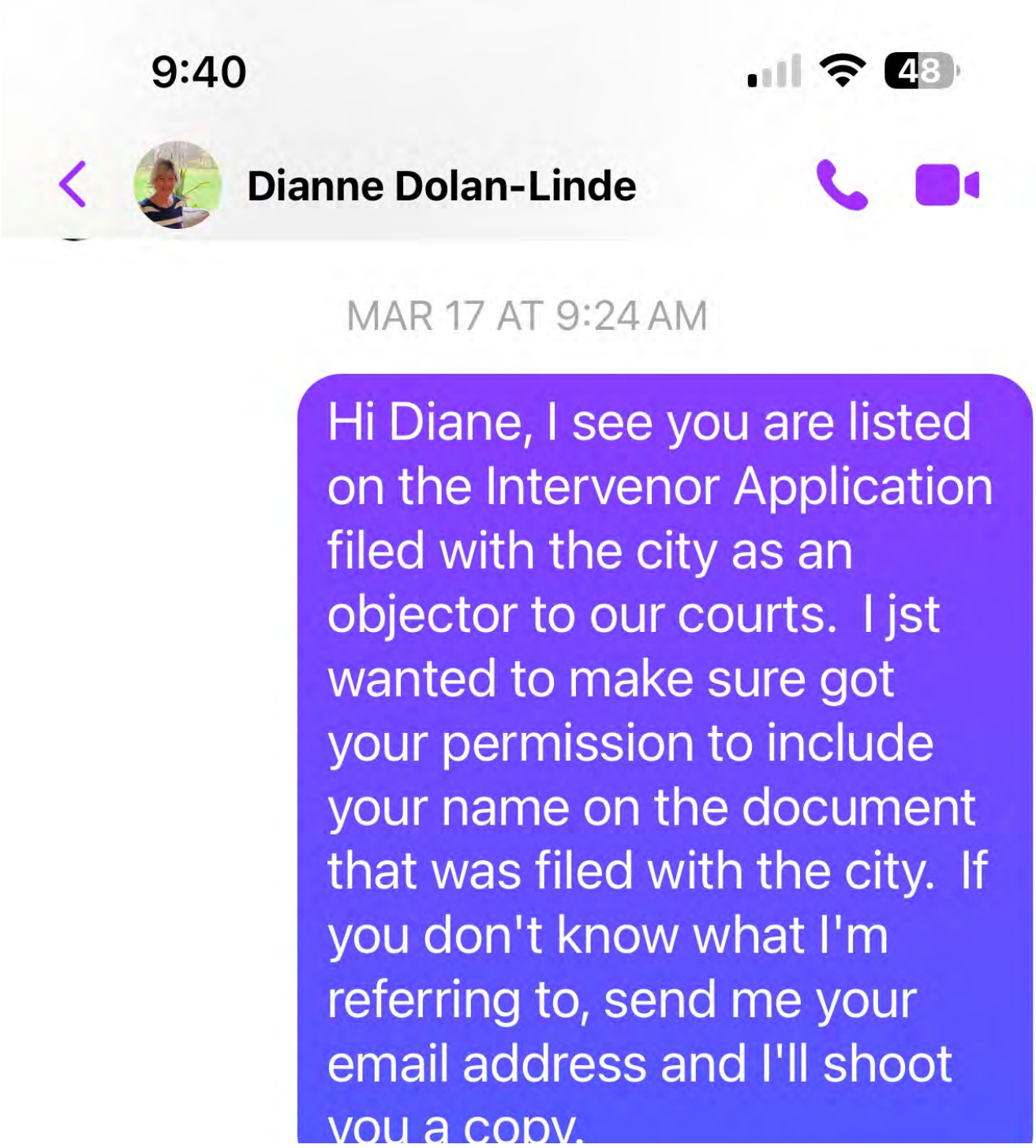
		10:07am	8	2	1	2	5	4	0	22	130	16.92%	Primary Pickleball Demand Hours				
		10:37am	11	2	2	2	6	4	0	27	130	20.77%	Primary Pickleball Demand Hours				
		11:07am	11	1	2	4	6	7	0	31	130	23.85%	Primary Pickleball Demand Hours				
		11:37am	10	2	2	6	7	8	0	35	130	26.92%	Primary Pickleball Demand Hours				
		12:07pm	12	3	3	5	6	11	0	40	130	30.77%	Primary Pickleball Demand Hours	**Restaurant Demand Hours**			
		12:37pm	12	5	5	5	6	8	0	41	130	31.54%	Primary Restaurant Demand Hou	56	42.96%		
		1:07pm	18	6	8	4	6	6	0	48	130	36.92%	Primary Restaurant Demand Hours				
		1:37pm	22	8	6	1	5	5	0	47	130	36.15%	Primary Restaurant Demand Hours				
		2:07pm	23	7	5	1	1	3	3	43	130	33.08%	Primary Restaurant Demand Hours				
		2:37pm	25	8	4	1	3	5	4	50	130	38.46%	Primary Restaurant Demand Hours				
		3:07pm	22	7	7	1	4	6	4	51	130	39.23%	Primary Restaurant Demand Hours				
		3:37pm	23	8	8	1	3	6	3	52	130	40.00%	Primary Restaurant Demand Hours				
		4:07pm	24	9	7	1	4	8	3	56	130	43.08%	Primary Restaurant Demand Hours				
		4:37pm	31	8	8	1	5	5	3	61	130	46.92%	Primary Restaurant Demand Hours				
		5:07pm	31	9	7	3	5	7	3	65	130	50.00%	Primary Restaurant Demand Hours				
		5:37pm	28	10	8	4	5	10	4	69	130	53.08%	Primary Restaurant Demand Hours				
		6:07pm	29	10	9	4	5	12	6	75	130	57.69%	Primary Restaurant Demand Hours				
		6:37pm	29	8	8	4	3	10	6	68	130	52.31%	Primary Restaurant Demand Hours				
10-Mar	Sun	7:37am	2	1	0	0	0	1	0	4	130	3.08%	Sunday times adjusted for DST	**Pickleball Demand Hours**			
		8:07am	1	1	0	0	0	2	0	4	130	3.08%	Primary Pickleball Demand Hours	18	13.50%		
		8:37am	1	1	0	0	4	1	0	7	130	5.38%	Primary Pickleball Demand Hours				
		9:07am	1	1	0	1	4	3	0	10	130	7.69%	Primary Pickleball Demand Hours				
		9:37am	2	1	0	5	9	4	0	21	130	16.15%	Primary Pickleball Demand Hours				
		10:07am	3	1	0	5	7	4	0	20	130	15.38%	Primary Pickleball Demand Hours				
		10:37am	2	2	1	5	5	4	0	19	130	14.62%	Primary Pickleball Demand Hours				
		11:07am	5	1	1	5	5	3	0	20	130	15.38%	Primary Pickleball Demand Hours				
		11:37am	9	1	1	5	6	3	0	25	130	19.23%	Primary Pickleball Demand Hours				
		12:07pm	15	1	2	7	6	1	0	32	130	24.62%	Primary Pickleball Demand Hours	**Restaurant Demand Hours**			
		12:37pm	26	1	2	6	4	1	0	40	130	30.77%	Primary Restaurant Demand Hou	61	46.87%		
		1:07pm	24	9	4	6	4	3	0	50	130	38.46%	Primary Restaurant Demand Hours				
		1:37pm	25	8	4	5	3	2	0	47	130	36.15%	Primary Restaurant Demand Hours				
		2:07pm	30	10	5	6	7	1	0	59	130	45.38%	Primary Restaurant Demand Hours				
		2:37pm	30	13	6	0	6	4	1	60	130	46.15%	Primary Restaurant Demand Hours				
		3:07pm	26	16	5	1	4	6	1	59	130	45.38%	Primary Restaurant Demand Hours				
		3:37pm	27	15	6	2	6	14	1	71	130	54.62%	Primary Restaurant Demand Hours				
		4:07pm	23	16	3	3	10	12	4	71	130	54.62%	Primary Restaurant Demand Hours				
		4:37pm	27	14	3	3	10	13	4	74	130	56.92%	Primary Restaurant Demand Hours				
		5:07pm	34	11	4	2	10	7	3	71	130	54.62%	Primary Restaurant Demand Hours				
		5:37pm	32	8	6	2	8	8	3	67	130	51.54%	Primary Restaurant Demand Hours				
		6:07pm	32	10	7	1	8	11	2	71	130	54.62%	Primary Restaurant Demand Hours				
		6:37pm	33	11	8	0	6	10	2	70	130	53.85%	Primary Restaurant Demand Hours				
		7:07pm	23	10	9	0	5	8	3	58	130	44.62%	Primary Restaurant Demand Hours				
		7:37pm	22	5	9	0	4	6	0	46	130	35.38%	Primary Restaurant Demand Hours				

Guidelines for Clubhouse Parking

- Limit events in the Community Center to 100 people.
- For community center events only, parking is limited to the 17 spaces in the Community Center parking lot plus 1 handicap space. The event sponsor must pay for security to ensure parking guidelines are enforced.
- A waiver for the guidelines can be requested through the general manager or their designated appointee.

Subject: People that were posted against PB
Date: Sunday, March 31, 2024 at 9:45:43 PM Eastern Daylight Time
From: Dave Strothmann
To: Leslie Olson
Attachments: image_123650291.JPG, image_123650291.JPG, image_123650291.JPG

Here is another. See the screen captures attached. I did not receive her email as stated in the last frame.



MAR 17 AT 10:10 AM

No idea what you are talking about. I didn't object to anything. Thanks for letting me know. Wondering how that could have happened.

Linded108@gmail.com



Aa

9:40

Dianne Dolan-Linde

Linded108@gmail.com

Subject: Fwd: Objectors to the pickleball court build project
Date: Sunday, March 31, 2024 at 9:21:31 PM Eastern Daylight Time
From: Dave Strothmann
To: Leslie Olson

Leslie,
See the message below.
Linda told Tom on Saturday, that she supports the pickleball construction project and feels strongly that this amenity is needed at Ocean Village. Apparently she wrote a Facebook post a long time ago when she was upset with a pickleball player that opposed the construction of a tennis court, and they latched onto that.

Dave

Dave Strothmann
Vice President, Ocean Village POA
303-819-1079
https://www.oceanvillage.com/

---------- Forwarded message ---------
From: **Linda Stephan** <linda.stephan@gmail.com>
Date: Thu, Mar 14, 2024 at 5:31PM
Subject: Re: Objectors to the pickleball court build project
To: Dave Strothmann <ovpoadave@gmail.com>

I did not authorize putting my name on that list.

Linda Stephan

> On Mar 14, 2024, at 4:08PM, Dave Strothmann <ovpoadave@gmail.com> wrote:
>
> Linda,
> Your name appears on page 18 of 93. Please let me know if you supported this and still do today. Your name was presented to the city already by Chris Savino.

Dave Strothmann
Vice President, Ocean Village POA
303-819-1079
https://www.oceanvillage.com/

<21995_Intervenor_-_Savino.pdf>

dotloop signature verification: dtlp.us/gyt7-P8c7-YPSu

Additional Evidence QUASI-JUDICIAL HEARING to APPEAL the approval of the Pickleball project at OV

Date: April 1, 2024

Dear Mayor Hudson, Dear City of Fort Pierce Commissioners,

Please find attached additional evidence for the postpones Quasi-Judicial hearing to appeal the decision taken by the City Planning Board to approve the plan to build 5 pickleball courts in Ocean Village at 2400 South Ocean Drive on Hutchinson Island, now to be heard at the Commissioner's Meeting at 5pm on April 15.

I represent a large group of concerned residents as their Applicant in this process and appoint Mr. Allen Reinwasser as my Representative who will present this application since I am unable to attend myself in person.

Trudi Schifter will present as a witness. The addresses of me, my representative and the witness are listed at the end of this letter.

Many residents have strong concerns about granting approval for the Ocean Village Pickleball Arena construction project and ask that the Commissioners protect them by voting no to this project.

This project has been the most controversial topic within Ocean Village in over four years.

There are numerous issues with this project that are summarized below and documented in revised exhibits 1A-6 to this letter, including an additional expert written testimony from Dr. Lance Wills and his complete resume.

Several statements that were made to the City Planning Board at the meeting that occurred on February 12, 2024 are false, and conditions in the TRC comments 5.0 by District Planning Group are not enforceable.

The information below and attached provide more accurate information relevant to these statements made during that meeting by Ocean Village representatives who are personally conflicted in supporting this project regardless of owner concerns, so much so that they have misrepresenting information to city officials in order to gain approval of this project.

Thank you for your consideration of these critical issues and for voting NO.

dotloop signature verification: dtlp.us/gyt7-P8c7-YPSu

Additional Evidence QUASI-JUDICIAL HEARING to APPEAL the approval of the Pickleball project at OV

MISLEADING/FALSE INFORMATION PRESENTED AT THE PLANNING COMMITTEE MEETING ON FEBRURARY 12, 2024	CORRECTION/FACTS
1. **PARKING:** Ocean Village Representatives stated that no additional parking will be needed since players walk or ride their bikes and the outside public is not allowed to use Ocean Village Amenities.	**See documentation under Exhibit 1A** This answer is misleading as it fails to address the true issue of the need for additional parking. When the pickleball courts were located in Ocean Village on the asphalt tennis courts at the Catamaran II neighborhood, parking was identified as a major problem for the players and used in their justification to build the courts near the community center so that those parking spots could be used. There were ongoing issues with pickleball players driving to the courts and parking in private spaces at that time. There were several objections raised to the property management company and the POA Board concerning the parking problem that plagued the Catamaran II community due to the influx of pickleball players driving to the courts each morning. After appeals for the board to address this issue went unanswered, the Catamaran II Board was forced to resort to contracting, at their own expense, with a towing company to remove the cars of those players who refused to observe parking restrictions in the Catamaran 2 community. There is not adequate parking at the community center for the addition of 13,000 square feet and 95 player/spectators as per the present plan. No Parking study has been undertaken. The permit for the Community Center project did not allow for a spectator area, for an additional 95 people, an doubling of the square footage or the use of the facility by non-residents or tournaments. Ocean village pickleball committee members have proactively expressed strong interest in having pickleball tournaments at Ocean village which would include attendance of nonresidents. Before pickleball was suspended at Ocean Village due to noise complaints of owners, the pickleball committee members widely promoted Ocean Village on social media as a potential tournament destination.
2. **Sound Ordinance Compliance:** Ocean Village representatives stated that the sound mitigation study shows that pickleball play would be totally compliant with the Fort Pierce noise ordinance. The distance from the courts to the nearest residence was documented as being 250 feet.	**See documentation under Exhibit 2A & 2B** The sound study and proposed noise mitigation are seriously flawed- see new expert testimony in **Exhibit 2B.** The plan ignores the PRESENT city of Fort Pierce Noise ordinance statute 26-43 completely. Other than pure noise level (decibels), the most annoying part of pickleball noise is the frequency of circa 1200 HZ. This is the same frequency as that used for trash truck back-up signals that has been researched specifically to give warning. No acoustic barrier reduces this irritation. These courts will disrupt the peace and serenity of residents in 34 homes with direct line of sight less than 200 ft from the courts.

dotloop signature verification: dtlp.us/gyt7-P8c7-YPSu

	The distance of the courts to the residences as presented are incorrect. Actual distance from the Capstan and OVI property lines to the edge of the proposed courts is less than 200ft. The City is the process of revising its' noise ordinance. We ask the Commission to include Pickleball noise protection for residents in the new ordinance.
3. Noise Mitigation: Ocean Village representatives indicated that they will use low noise paddles and that the plans are conservative to reduce noise levels much lower than the city ordinance.	**See documentation under Exhibit 3A** This statement is false because it refers only to one aspect of the ordinance and ignores other key requirements- see new expert testimony exhibit 2B. The requirements in the application indicate that low noise equipment must be used. Experts and the OV pickleball committee and players have consistently stated that they do not want to, and cannot enforce the use of low noise equipment. A current Board Officer who is previous chair of the pickleball committee has indicated he does not support the use of such equipment and that compliance cannot be guaranteed. The sound mitigation report indicates the only way that the courts could meet the 3db above ambient portion of the ordinance is through the use of low noise paddles and 14 foot fences with heavy duty vinyl sound mitigation panels. The actual plan includes 12 foot fences, with no engineering details for such a fence including ground supports for high winds.
4. **OVERSTATED SUPPORT FOR THE PICKLEBALL ARENA PROJECT:** Ocean Village representatives stated that the vast majority of Ocean Village owners support the construction of the Pickleball Arena, and only a very small minority oppose the project. When asked if there was a vote, they explicitly said "yes" there was a vote.	**See documentation under Exhibits 4A & 4B** Ocean Village Owners have **NEVER** been allowed to vote on nor been surveyed on the current Pickleball Arena Project. The only vote held for Pickleball was at the board level. The last OV Owner survey occurred in 2019 that ranked pickleball toward the bottom of the list (see survey attached in the application documents). There are hundreds of Ocean Village owners who are not in favor of this project (see new evidence in exhibit 4A). This is due to a variety of factors including: health concerns; disruption of peace; cost; risk; harm to their neighbors; loss of green space; flood mitigation; and proximity to the 9th hole of our golf course (directly adjacent to the putting green). Residents who live and own property directly adjacent to the planned pickleball arena have lost rental income and property value since these plans were approved by the POA board.

dotloop signature verification: dtlp.us/gyt7-P8c7-YPSu

	This planned project will disrupt the peace and serenity of 34 homes negatively affecting health and wellbeing of residents and reduce their income and propery value. Testimony from around the country has documented that the high pitch, constant pickleball "pops" negatively impacts health and wellbeing of residents. The proposed courts would generate approximately 96,000 "pops" per 8 hour playing day. (for example https://www.youtube.com/watch?v=wR9s789KR6I in particular from 44:00 minutes onward)
5. Applicant states compliance with all city codes	**Non compliance with Land development code and comprehensive plan**
6. Technical Review Committee (TRC) comments require low noise paddles and 14 foot fences	**14 foot fences not included in the plan, compliance with low noise equipment not feasible.**

The engineer (Bob Unetich) who provided the sound study and mitigation plan is not an expert witness and as such the entire plan should not be admissible. Bob is a highly biased pickleball supporter who omitted important information in his report (see exhibit 2). He is a retired engineer not a sound, noise, or acoustic specialist. He is a pickleball player who founded a niche business making sound mitigation recommendations to support the building of new pickleball courts.

Thank you for your consideration of these critically important corrections to several statements that were made by representatives of Ocean Village at the City Planning Board meeting on February 12, 2024 and additional evidence presented today.

Numerous Ocean Village owners are concerned that their quality of life at their homes in fort Pierce are being compromised by this high-risk amenity project. Since the Ocean Village POA board majority are pickleball enthusiasts we must reply on the City to protect us.

There is a high risk of daily complaints to the Fort Pierce Police Department to stop the noise from these courts, if built, causing a major diversion of focus and time of the police department. There is also a high risk of litigation if this project is approved and built.

Thank you for your consideration of these critical issues and for voting NO.

Sincerely,

Chris Savino

dotloop verified
04/01/24 3:31 PM EDT
MFDX-OBUR-6EHO-FSI6

Chris Savino

Applicant: Chris Savino, 2400 South Ocean Drive, Unit 7615, chrisno33@yahoo.com

Applicant's Representative and Presenter: Allen Reinwasser, 2400 South Ocean Drive C121, Allensellsyourhome@gmail.com , 248-568-6899, and 200 S Dorchester Ave, Royal Oak, MI 48067

Witness: Trudi Schifter, 2400 South Ocean Drive , Unit 8164, 772 465 9792 , trudi@aquaspe.com

EXHIBIT 1A PARKING

Summary: The community center permit for parking included only the 6,400 sq feet of the building, it did not take into consideration parking for an additional sports facility of 13,000 sq feet including a spectator area. Based on City Parking Codes 125-315 and confirmation from the planning department, the additional pickleball arena would require several additional parking spaces.

1. Fort Pierce City Code 125-315 defines off-street parking.
    a. Paragraph D defines for a building in the class of our community center the need for 1 parking space per 200Sq Ft as verified by Ms Gilmore:

> On 29 Mar 2024, at 18:19, Vennis Gilmore <vgilmore@cityoffortpierce.com> wrote:
>
> Good Afternoon,
>
> The code says 1 space per 200 sq ft, that's what we go by. It does not matter whether it is indoor or outdoor.
>
> **Vennis Gilmore I Assistant Planning Director I City of Fort Pierce**
> Planning Department
> Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

2. The permit for the Community Center required a minimum of 35 parking places based upon 6,400 sq feet. (note there seems to be a math error in the table " Proposed " should say 1space not 2?

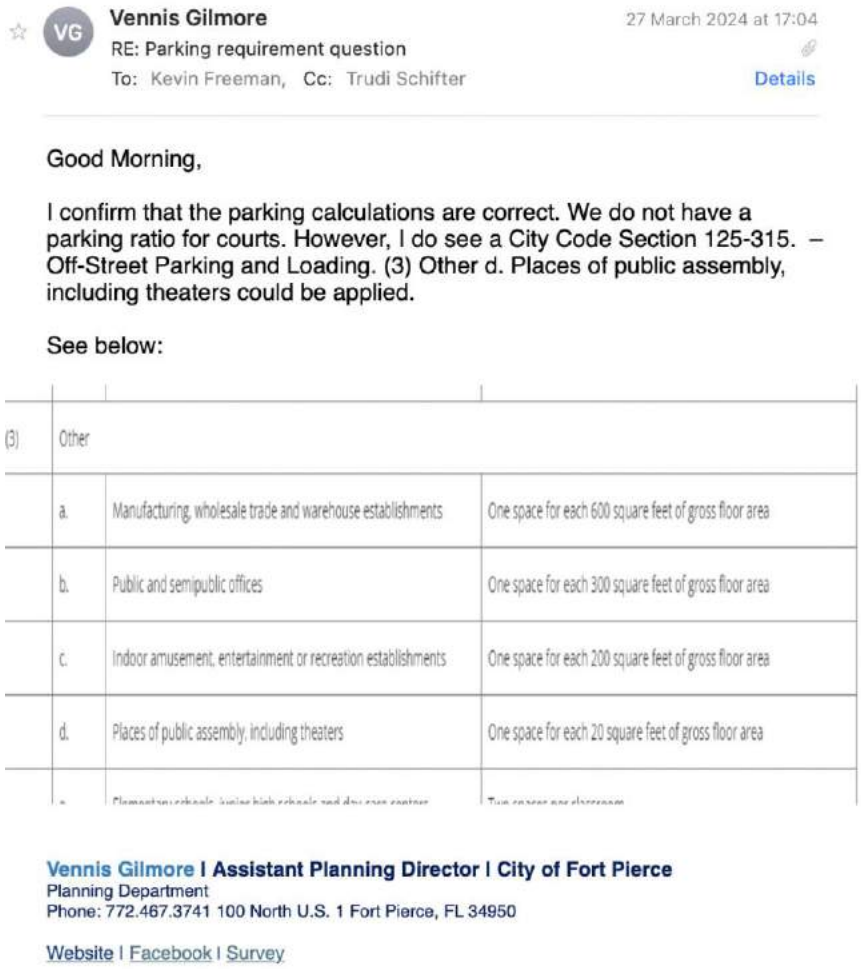
> For the Ocean Village Community Center
> Parcel id 2507-321-0001-000-5
>
> Permit 22-721april 18, 2022
>
> the parking calculations in the original application were presented as :

PARKING CALCULATIONS:
EXISTING: RECREATION/CLUBHOUSE: 1 SPACE PER 200 SF
EXISTING 2,370 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
2,370 SF X 1 SPACES / 200 SF = 12 SPACES
14 EXISTING PARKING SPACES TO THE SOUTH OF CLUBHOUSE

PROPOSED: RECREATION/CLUBHOUSE: 2 SPACE PER 200 SF
PROPOSED 6,426 SF CLUBHOUSE WITH ADJACENT PARKING SPACES
6,426 SF X 1 SPACES / 200 SF = 32 SPACES

PROVIDED: 14 EXISTING PARKING SPACES
18 PROPOSED PARKING SPACES
32 TOTAL PARKING SPACES

3. The City does not have a ratio for courts, however, as verified by Ms. Gilmore of the planning department, there is accommodation in code 125-315 for using the ratio of the most similar facility.
    a. The facility type "other residential indoor recreation" (since Ms Gimore stated that it does not matter if indoor or outdoor) is the most similar that specifies 1 parking space per 200 sq feet. This would require an **additional 32 parking spaces**. Even if one discounts the number of people who might be driving as opposed to walking or riding their bikes significantly, there would still be a need for several additional parking places for the pickleball arena.



Vennis Gilmore 27 March 2024 at 17:04
RE: Parking requirement question
To: Kevin Freeman, Cc: Trudi Schifter Details

Good Morning,

I confirm that the parking calculations are correct. We do not have a parking ratio for courts. However, I do see a City Code Section 125-315. – Off-Street Parking and Loading. (3) Other d. Places of public assembly, including theaters could be applied.

See below:

(3)	Other		
	a.	Manufacturing, wholesale trade and warehouse establishments	One space for each 600 square feet of gross floor area
	b.	Public and semipublic offices	One space for each 300 square feet of gross floor area
	c.	Indoor amusement, entertainment or recreation establishments	One space for each 200 square feet of gross floor area
	d.	Places of public assembly, including theaters	One space for each 20 square feet of gross floor area

Vennis Gilmore I Assistant Planning Director I City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website I Facebook I Survey

4. Paragraph C shows a requirement of 2 handicapped spaces for a total number of 32 parking spaces. We only have one presently.

EXPAND

Number of Required Off-Street Parking Spaces for All People	Portion of All Required Spaces to be Set Aside for Persons with a Disability
Up to 25	1
25 to 50	2

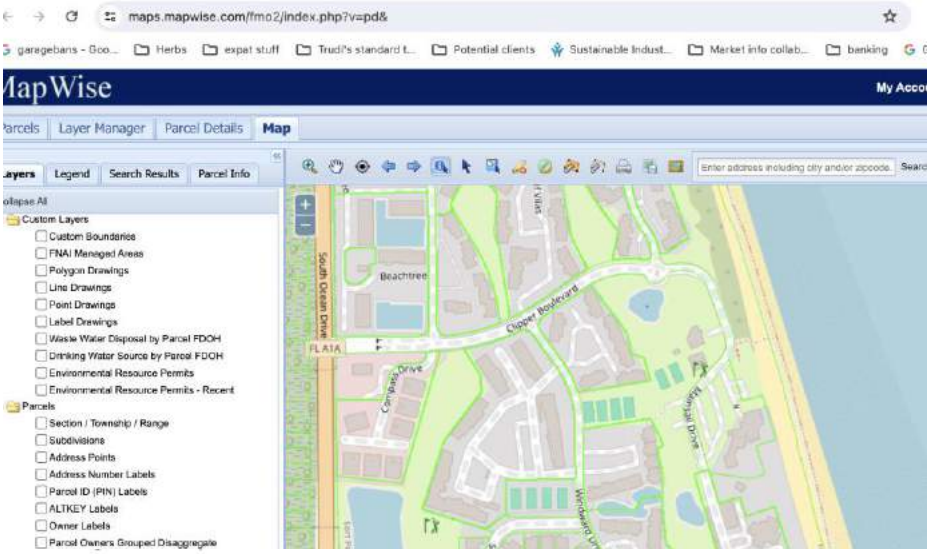
5. Pickleball players and the Ocean Village Pickleball Committee members have historically stated that sufficient parking for players near the courts was a major issue.

6. The Community Center Permit (maximum capacity of 190) did not indicate external usage of the facility.
    a. Actual usage allows for any resident to hold an event and invite external non resident guests). Since Renters have the same rights as owners, this means

that someone could rent a unit and hold a wedding or other event, inviting guests from outside the community.

b. The pickleball committee have advertised Ocean Village as a pickleball location and plan on running tournaments.
c. Unlike tennis where tournaments bring in a maximum of 12 players, pickleball tournaments have the potential to exceed 100.
d. The seating area of the planned Pickleball Arena accommodates 95 players and spectators (a 50% increase to the maximum capacity of the community center building), but has no additional parking.

7. Events in 2024 have already been held with hundreds of attendees. In several cases parking was already identified as an issue- WITHOUT the addition of a 13,000 sq ft pickleball Arena whose documented capacity is 95 spectators and players.
8. Paragraph 6 of the off-street parking code requires the total parking requirements to be the sum of the separate use cases for the parcel of land. The Community Center and proposed Pickleball Arena occupy a single parcel of land. This means that the evidence submitted by applicant of adjacent parking in other parcels is not applicable to determining the parking need for parcel id 2507-321-0001-000-5.



(6) If several uses occupy a single structure or parcel of land, the total requirements for off-street parking and loading shall be the sum of the requirements of the separate uses computed separately except that, as to the churches and related structures on the same parcel of property, the parking shall be based upon the size of the largest assembly area plus 15 percent of such area.

9. Below is evidence of the need that Pickleball players have indicated for parking.

From: **Stu King** <wingman5103@gmail.com>
Date: Sun, Aug 28, 2022, 3:09 PM
Subject: Re: Rod Lechtenberger
To: ROD LECHTENBERGER <rod_lechtenberger@yahoo.com>

Thank you for understanding Rod.
Unfortunately it will be getting worse as POA has reversed their original decision to build 8 Pickleball Courts in the North field near the clubhouse that we provided $409,000 to pay for! Instead they give pickleball players a substandard court area adjacent to Catamaran II! This will only become more challenging
There will be No More Warnings!
I have to and will Tow any vehicle that doesn't belong here.
Even more disappointed should be the Pickleball Community Players. They have been given the short shaft, and so have we! When Catamaran II owners return they will be furious!
I don't blame the pickleball players and I support their right to have a better playing field, that we paid for! No facilities here, no parking here, no room for spectators here.....!
It doesn't make any sense!

Stu

Begin forwarded message:

From: Chris Savino <chrisno33@yahoo.com>
Date: March 6, 2021 at 9:48:32 AM EST
To: Bill Thorne <billthorne@att.net>, Stu King <wingman5103@gmail.com>, Shirley <ssipe2003@yahoo.com>, Sue Thew <susanthew1953@gmail.com>, John Hoben <john.hoben@comcast.net>
Subject: Fw: Pickle ball parking

See below the email I sent to the co chair.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Saturday, March 6, 2021, 9:46 AM, Chris Savino <chrisno33@yahoo.com> wrote:

This is a friendly reminder to let the pickle ball players know that they cannot park their cars or trucks on Cat II property which includes the visitors parking lot. If they want to drive over they should call the POA and ask them where to park.

Sent from Yahoo Mail for iPhone

CS **Chris Savino** tennis & pickleball 5 February 2023 at 19:05
Re: Jim Chrulski ~ Volunteering to help
To: Trudi Schifter

Always good to hear other ideas. We have to push for low noise paddles.

Sent from Chris Savino

> On Feb 5, 2023, at 12:54 PM, AquaSPE <trudi@aquaspe.com> wrote:
>
> The ultimate solution if PB does not embrace low noise equipment,is Jaycee park. I LOVE Jim's suggestion.
>
> I find it ironic that one of the big initial complaints about PB on courts 7-10 was lack of parking (people are driving now within OV) it is actually closer to Jaycee park from the northern Cluster of OV…

CS **Chris Savino** 02.06.22
Re: Pickleball courts
To: Jim Dobbin, Cc: Eileen Emery & 4 more Details

Secondly , one of the reasons Cat II is opposed is because of the abuse of parking by Pball players. The answer is not "just tow them" , by time a tow truck gets here, their game is over they leave and who pays the bill. Perhaps the Pball committee can reach out to Cat II and help them solve this issue. I also find it odd how all of a sudden there are 8 players on the courts at 430, and parking in the Cat II lot no less!!
Sent from my iPhone

As far as parking goes, the Pball community should police themselves, even in season. As long as they drive, it will be a burden on everyone anywhere.

BT **Thorne, Bill** tennis & pickleball 31 May 2022 at 02:36
Conversion of tennis courts 7&8 to eight pickleball courts
To: poadobbin@gmail.com, Eileen Emery, ovbetsy@aol.com & 6 more Details

3. It is well established that the Catamaran II leadership in the past had to deal with trash, cars taking-up resident parking and early practice rounds before 7:00 on weekend mornings after the decision was made to use tennis court 10 for pickleball. The move to 7&8 will not address the issue of trash, of non residents parking in the clusters surrounding the courts, and the impact of elevated noise levels on the surrounding homes. That is my judgement based on experience, not from a study commissioned by the very people advantaged by this decision, or the conjecture by those who have never experienced it. QUESTION: Is it up to the POA to monitor this abuse, or Catamaran II, Ocean Villas and Southpointe leaders to take action?

RG **R_A Gillis** tennis & pickleball 2 June 2022 at 22:44
Re: Pickleball courts
To: James Dobbin, Hide
Cc: Eileen Emery, Betsy Murray, Chris Savino, Dave Strothmann, Trudi Schifter

Hi Jim,

My proposal is the board hire an independent company (not currently associated with Proctor) that specializes in tennis/pickle ball construction. The purpose is to conduct an independent evaluation on where to build or recondition our courts. The company will be directed to consider the factors that owners are pushing back on; parking, rest rooms, sound, housing proximity, flood elevation and provide current costs.

Thanks,

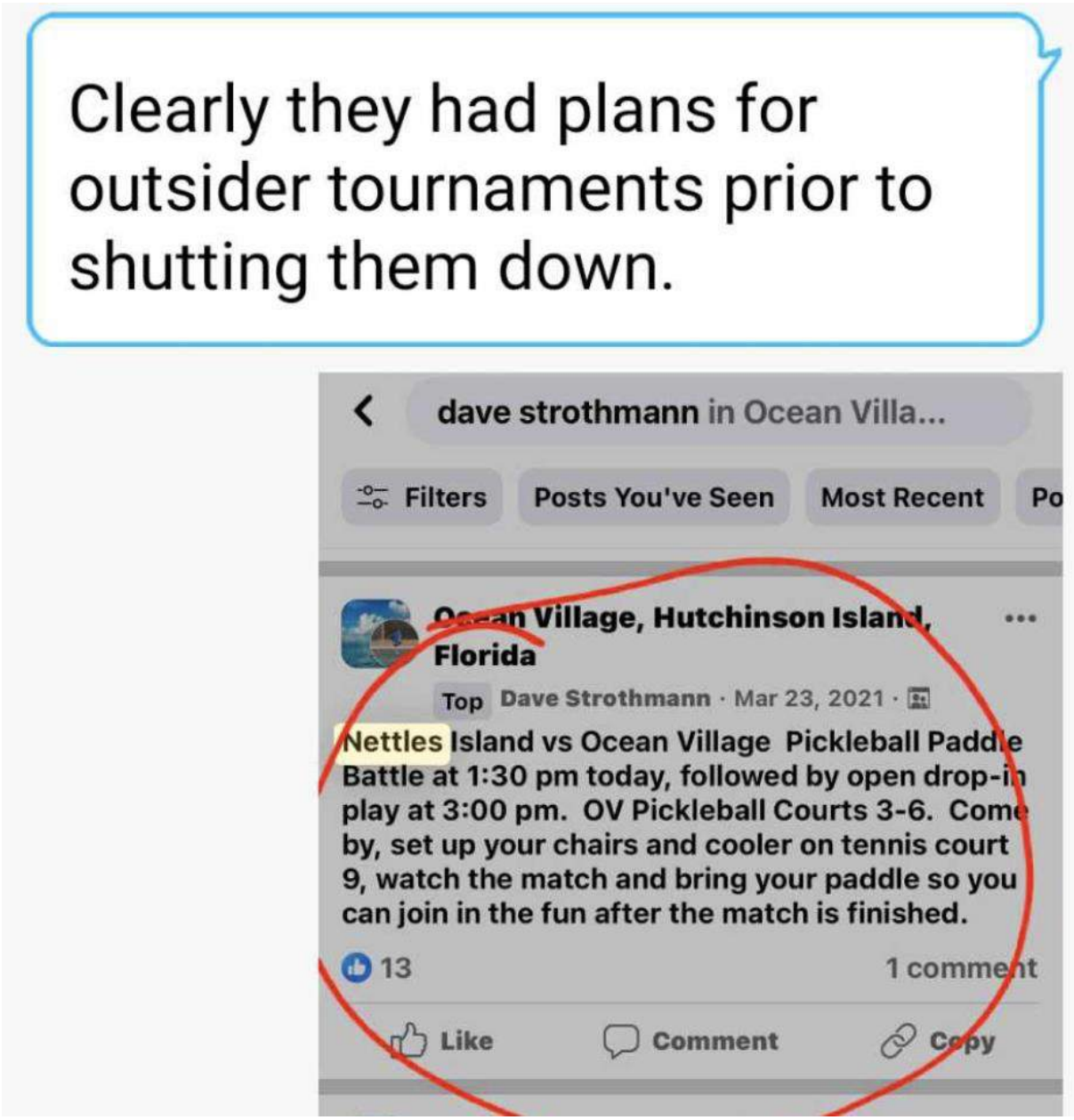
Ross

DS **Dave Strothmann** tennis & pickleball 15 May 2022 at 21:43
Re: Workshop Agenda
To: Trudi Schifter, Hide
Cc: Betsy Murray, Chris Savino, Eileen Emery, Jim Dobbin, Maney Gale, R_A Gillis

We went out and tested the sound of playing on court 7 versus court 9 as heard from the north side OV 3 patios. It is considerably louder from court 7. Placing the courts on 9 and 10 keeps us from direct line of sight sound issues on anyone's patio and is the best location compromise since this board didn't like the north field location.
The parking situation is no different at either location, and the POA can place benches and a shaded seating area within the 10 ft boundary on the west side of the courts.
I still plan to discuss this at the workshop.
Dave

On Sun, Aug 28, 2022, 2:54 PM ROD LECHTENBERGER <rod_lechtenberger@yahoo.com> wrote:

> Happy Weekend Stu (how do we realize it's the weekend???)
>
> I just wanted to say that I'm sorry that you need to be on parking control. I have been playing more pickleball than tennis since there's more of those players than tennis players this time of year. I try my best to notice if people walk over, bike in or drive a vehicle. I have seen two arrive in cars and I've told them to park in a different area and they complied.

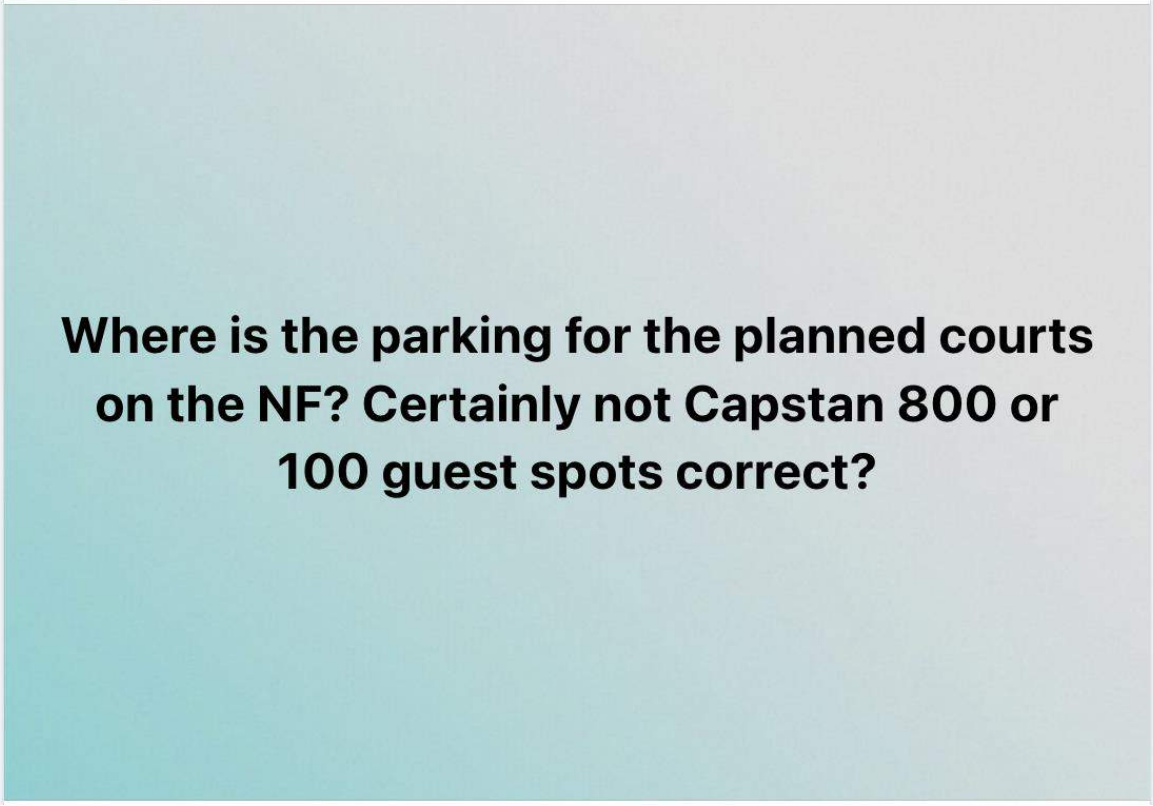


Island Beach Bar and Restaurant-Ocean Village
February 21 at 1:39 PM ·

We want to take a moment to express our heartfelt gratitude to each and every one of our customers who have supported us over the past three years. Your patronage, loyalty, and friendship have meant the world to us, and we have cherished every moment spent serving you and creating memories together.

However, it is with a heavy heart that we must share some difficult news with you all. Despite our best efforts to overcome numerous challenges, including issues with the pool, elevator, dumbwaiter, constant AC problems, the new clubhouse with no parking for our patrons and the SIGNIFICANT lack of support from the management company and the POA in addressing essential repairs and maintenance, we have reached a point where running our restaurant has become unfeasible.

Kristina O'Brien
March 2, 2023 ·



VilmaBeatriz VB OV
April 19, 2022 ·

The other one said that these 8 pickleball courts were on the table forever and now it is being pushed back (well it was only in their head because it was never in the permits)
The guy just complaining about the location of the pickleball ... that his "friends " have to park in the clubhouse and then meet them in the courts "needs to meet his buddies " in the parking lot and then showing where the bathrooms are and then bringing them to the pickeball courts ...wow so he is trying to accommodate his friends ???!!

Exhibit 2A Noise Ordinance Compliance – April 1 Final

Summary: Compliance with the Fort Pierce Noise Ordinance is based on the study and recommendations therein of the Pickleball Sound Mitigation LLM (PSM) study, dated Dec 8 2023. This study is not provided by an expert witness of this hearing. We have provided expert witness written testimony (see exhibit 2B attached) that this study is not valid, and does not address properly compliance with the Fort Pierce Noise Ordinance in the measurement of ambient noise, the absence of the measurement of resident annoyance or the mitigation of owner annoyance per city noise ordinance 26-43.

Below are the paragraphs of the noise ordinance for which this project is not in compliance:

1. **Section 26-37- Purpose**

   Sec. 26-37. - Purpose.

   (a) Excessive, unnecessary or unusually loud noise is a detriment to the public health, comfort, convenience, safety, welfare and prosperity of city residents.

   (b) It is in the public interest that the regulations contained in this article be adopted as public policy to promote the public health, comfort, safety, welfare and repose of the city and its inhabitants.

   (Code 1983, § 11-52.1; Ord. No. 14-033, § 1, 12-1-2014)

2. **Not to exceed 3db above ambient**
   Per exhibit "2B expert testimony, Ambient was not properly measured.
3. **Section 26-43** of the Fort Pierce noise Ordinance is not met and specifically excluded by Bob Unetich's PSM report and the submitted plan.
   a. Section 26-43 of the Fort Pierce noise ordinance states: Noises prohibited, unnecessary noise

      (a) Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.

      (b) With the exception of those exemptions provided by state law, noises prohibited by this section are unlawful notwithstanding the fact that no violation of this article is involved and notwithstanding the fact that the activity complained about is exempted in this article.

(c) A sound level meter or sound level reading shall not be necessary for the enforcementof this section.

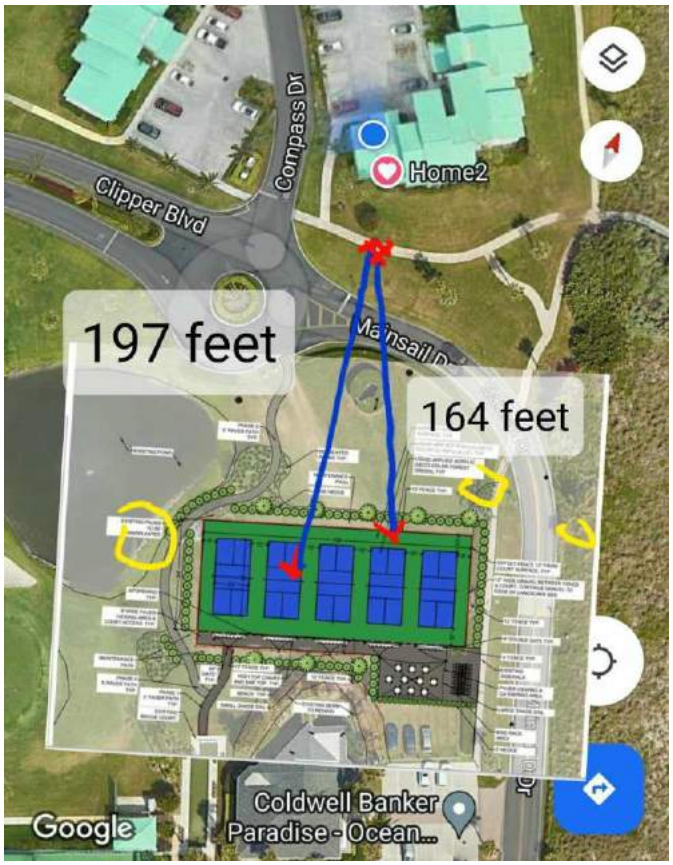
b. Bob Unetich, Author of the PSM Study publicly states "No one is claiming that the barriers can reduce the pitch which is the 1200 Hz frequency of a garbage truck backup."

No one is claiming that the barriers can take away the impulsiveness that triggers the human flight or fight response. No one is claiming that the barriers can reduce the pop rate of 15 pops per minute for each court, applied for many hours a day, every day, or annoyance to those within line of sight.

4. **Measurements of distances:** The Ordinance states that measurements should be made to the property line (black line) The application to the city and claim of 250 was measured from the building, not the property line and to the middle of the court, not the nearest player (red line). See screen shot from the noise study below.



Actual distances per noise ordinance, to property line:





Spendiarian & Willis Acoustics & Noise Control LLC
The Form and Function of Sound
(520) 623-6003 AcousticalNoise.com 4335 N Alvernon Way, Tucson, AZ 85718

Monday, April 1, 2024

Allen Reinwasser
2400 S Ocean Dr, C121
Fort Pierce, FL 34949

Dear Mr. Reinwasser,

This letter discusses the noise impact assessment methods needed to comply with the Fort Pierce Code of Ordinances and the noise impact assessment report prepared by Pickleball Sound Mitigation LLC (PSM) [Unetich 2023] in regard to five proposed pickleball courts on Mainsail Drive at Ocean Village.

It is important to begin with the understanding the noise impact assessment is based on the measure of annoyance, not simply loudness. This means that the sound pressure level measurement procedures in Code Sections 26-38(c) and 26-40 cannot be used to meet the psychoacoustic requirements of Sections 26-43 and 26-40(1). The latter assessment should utilize a standard procedure for the assessment of noise-induced annoyance such as ANSI S12.9 Part 4. This is necessary to get an accurate assessment of the short duration impulsive sound produced by the impact of pickleballs and paddles.

The acoustical testing performed by PSM has some procedural and equipment related deficiencies that do not comply with Code Sections 26-38(c) and 26-40. The noise abatement plan prepared using this data cannot therefore be relied on to provide sufficient mitigation of the pickleball courts to comply with the Code requirements. Further, the requirements of Sections 26-43 and 26-40(1) have not been addressed at all in the assessment.

Characteristics of Pickleball Sound

The main concern in regard to noise from the pickleball courts is the sound produced by the impact of the hard plastic ball on the paddles. This sound is characterized by a rapid onset and brief duration, typically on the order of two to ten thousandths of a second (2 to 10 milliseconds) for the direct path sound (see Figure 1) thus classifying it as impulsive sound. The spectral content of the paddle impact is narrowband with a center frequency typically between 1,000 and 2,000 Hertz. This is near the most sensitive frequency range of human hearing. Although it does not meet most guidelines for tonal prominence such Annex C of ANSI S12.9 Part 4 or ANSI

S1.13, it does impart a vague sensation of pitch. The acoustic radiation pattern of the paddle is more or less a dipole or figure eight pattern.

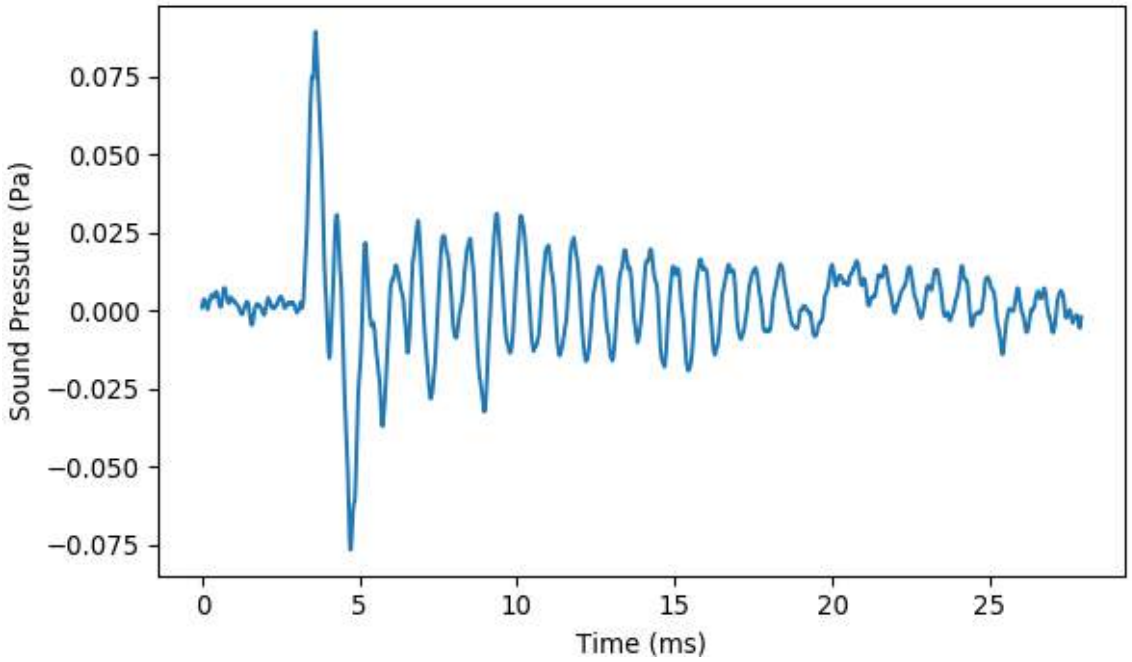


Figure 1. Sound Pressure Impulse Produced by Pickleball and Paddle Impact. Time is in milliseconds (0.001 seconds)

Comparison of Pickleball to Other Activities

There is a common misconception that pickleball is acoustically equivalent to tennis, volleyball, or many of the other activities typically found at outdoor recreation centers and parks. Numerous news articles covering disputes over pickleball noise, many of which originate when existing tennis courts are converted to pickleball, demonstrate that this is not the case:

- Yang, Tami, “Pickleball is wreaking havoc across the US — and it’s only going to get worse,” New York Post, New York, New York. October 2, 2023. <https://nypost.com/2023/10/02/pickleball-is-wreaking-havoc-across-the-us/>

- Cutler, Amy, “Rise of pickleball pitting neighbor against neighbor, leading to lawsuits,” Arizona's Family, Phoenix, Arizona. February 13, 2023. <https://www.azfamily.com/2023/02/13/rise-pickleball-pitting-neighbor-against-neighbor-leading-lawsuits/>
- Arden, Amanda, “Lake Oswego shuts down city pickleball courts indefinitely due to noise complaints.” KION 6 News, Portland, Oregon. January 23, 2023. <https://www.koin.com/local/lake-oswego-shuts-down-city-pickleball-courts-indefinitely-due-to-noise-complaints/>
- Columbo, Mike, “Pickleball plan pits Kirkwood residents against neighboring country club.” Fox 2 Now, Saint Louis, Missouri. January 26, 2023. <https://fox2now.com/news/contact-2/pickleball-plan-pits-kirkwood-residents-against-neighboring-country-club/>
- Sheets, Connor, “Pickleball noise is fueling neighborhood drama from coast to coast.” Los Angeles Times, Los Angeles, California. March 3, 2022. <https://www.latimes.com/california/story/2022-03-03/pickleball-noise-fueling-neighborhood-drama>
- Adler, Erin, “Apple Valley neighbors in a pickle over pickleball noise.” Star Tribune, Minneapolis, Minnesota. March 27, 2019. <http://www.startribune.com/apple-valley-neighbors-in-a-pickle-over-pickleball-noise/507726242/>
- Bartel, Mario, “Pickleball banished from Port Moody court after neighbours complain of rising stress, anxiety.” The Tri-City News, Coquitlam, British Columbia, Canada. April 24, 2021. <https://www.tricitynews.com/local-sports/these-games-are-loud-port-moody-pickleball-neighbours-revolt-against-rising-stress-anxiety-3662369>
- City of Lakewood, “Green Mountain Courts Closure.” <https://www.lakewoodtogether.org/pickleball/news_feed/green-mountain-courts-update>
- Higgins, Sean, “No vote on residential pickleball until city adopts new land management code.” KPCW News, Park City, Utah. January 27, 2022. <https://www.kpcw.org/park-city/2022-01-27/no-vote-on-residential-pickleball-until-city-adopts-new-land-management-code>
- Maryniak, Paul, “Pickleball lights plan puts two HOAs at loggerheads.” Ahwatukee Foothills News, Tempe, Arizona. November 29, 2017.

<https://www.ahwatukee.com/news/article_9056a946-d48e-11e7-9838-8b69fb2d50b2.html>

- Bottemiller, Kitty, "Too loud! Pickleball noise upsets neighbors." Green Valley News, Green Valley, Arizona. August 28, 2013. <https://www.gvnews.com/news/local/too-loud-pickleball-noise-upsets-neighbors/article_542c2aac-0f91-11e3-acdc-0019bb2963f4.html>
- Clay, Joanna, "Woman sues Newport Beach over pickleball noise at park near her home." Orange County Register, California. April 7, 2016. <https://www.ocregister.com/2016/04/07/woman-sues-newport-beach-over-pickleball-noise-at-park-near-her-home/>
- Wheatley, Mike, "Noisy pickleball courts cause upset with homeowners." Realty Biz News. March 15, 2022. <https://realtybiznews.com/noisy-pickleball-courts-cause-upset-with-homeowners/98768719/#:~:text=In one lawsuit in Newport Beach%2C Calif.%2C a,are causing them less enjoyment of their home.>
- Lazaruk, Susan, "Pickleballers face off with residents over noise in Metro Vancouver." Vancouver Sun, Toronto, Ontario, Canada. February 2, 2022. <https://vancouversun.com/news/local-news/pickleballers-face-off-with-residents-over-noise-in-metro-vancouver>
- Shanes, Alexis, "Village in a pickle: How Ridgewood plans to tone down the pickleball court noise." northjersey.com, California. January 16, 2020. <https://www.northjersey.com/story/news/bergen/ridgewood/2020/01/16/ridgewood-nj-pickleball-noise-reduction-measures/4480463002/>
- Monterey Herald Staff, "Pickleball noise controversy goes before city leaders Pacific Grove neighbors object to game at nearby tennis courts." The Mercury News, California. September 19, 2019. <https://www.mercurynews.com/2019/09/19/pickleball-noise-controversy-goes-before-city-leaders/>
- Fraser, Patrick and Rodriguez, Ambar, "What to do about constant pickleball noise?" WSVN 7 News Miami, Miami, Florida. March 27, 2019. <https://wsvn.com/news/help-me-howard/what-to-do-about-constant-pickleball-noise/>
- Sutphin, Daniel, "Nixing the noise: Sound fence construction underway at Gilchrist pickleball courts." Port Charlotte Sun, Charlotte Harbor, Florida. May 20, 2019. <https://www.yoursun.com/charlotte/news/nixing-the-noise-sound-fence-construction-underway-at-gilchrist-pickleball/article_79a764de-7b1c-11e9-b4d4-6bcaa919f3f3.html>

- Corrigan, James, “York residents complain noise from pickleball club is hurting quality of life.” WMTW News 8, Portland, Maine. November 16, 2021. <https://www.wmtw.com/article/york-residents-complain-noise-from-pickleball-club-is-hurting-quality-of-life/38271921>

It should be clear from the above list of references that pickleball constitutes a significant change in the acoustic environment of the area surrounding the courts in comparison to tennis and must be planned for accordingly. In particular, the impulsive sound produced by the impact of the hard plastic ball on the paddle can cause significant noise impact for those living near the courts.

Effects of Impulsive Sound

Persistent impulsive sounds create annoyance because they are similar to sounds that contain important information about our environment such as footsteps, a door opening, a tap at the window, or speech. We are sensitive to these types of sounds because they alert us to events occurring nearby that we may need to respond to. Continuous false alarms such as the popping sound created by pickleball paddle impacts make it difficult to relax, concentrate, or sleep soundly without disturbance as each time a pop is heard it draws the attention, creating distraction.

While it is well known that high amplitude acoustical pressures can cause hearing impairment as well as other types injury to the body, lower amplitude sound can also have adverse long term physiological effects. The World Health Organization recognizes that low level noise exposure has measurable health effects.

> Sound/noise is a psychosocial stressor that activates the sympathetic and endocrine system. Acute noise effects do not only occur at high sound levels in occupational settings, but also at relatively low environmental sound levels when, more importantly, intended activities such as concentration, relaxation or sleep are disturbed. [WHO p. 61]

The sympathetic nervous system is part of the autonomic nervous system and is involved in the body's fight or flight arousal response. Chronic activation of the sympathetic system leads to stress, fatigue, and anxiety.

In addition to nervous system activation, sleep disturbance from noise can involve difficulty in falling asleep as well as awakenings that occur during sleep. Frequent awakenings lead to sleep fragmentation. This disrupts the normal stages of sleep and may lead to further neurocognitive

manifestations not limited to daytime tiredness, loss of concentration, morning confusion, irritability, anxiety, and depression. [WHO p. 48, 26]

Environmental noise also has implications for the cardiovascular system, metabolism, and homeostasis, the ability of the body to regulate itself.

> The auditory system is continuously analyzing acoustic information, which is filtered and interpreted by different cortical and subcortical brain structures. The limbic system, including the hippocampus and the amygdala, plays an important role in the emotional processing pathways. It has a close connection to the hypothalamus that controls the autonomic nervous system and the hormonal balance of the body. Laboratory studies found changes in blood flow, [blood pressure] and heart rate in reaction to noise stimuli as well as increases in the release of stress hormones... Acoustic stimulation may act as an unspecific stressor that arouses the autonomic nervous system and the endocrine system... The arousal of the sympathetic and endocrine system is associated with changes in the physiological functions and the metabolism of the organism, including [blood pressure], cardiac output, blood lipids (cholesterol, triglycerides, free fatty acids, phosphatides), carbohydrates (glucose), electrolytes (magnesium, calcium), blood clotting factors (thrombocyte, aggregation, blood viscosity, leukocyte count) and others. In the long term, functional changes and dysregulation may occur, thus increasing the risk of manifest diseases. [WHO p. 62-63]

The effects of stress can take many forms as seen above. Low level noise exposure that disturbs sleep and concentration are known to produce a range of diagnosable illnesses and disorders.

Noise Assessment Criteria

The Fort Pierce Code of Ordinances Chapter 26 contains both objective and subjective criteria that must be met for sound emissions. Section 26-40 states,

> No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured from the real property line of the nearest receiving property, using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

For daytime hours, Table I prescribes a 60 dB maximum sound pressure level limit with slow exponential time weighting (1 second time constant) for A, C, and Z frequency weightings. This level limit is modified by Section 26-38(c).

> It shall be unlawful to project a sound or noise, from one property into another property within the boundary of the use occupancy, which exceeds either the limiting noise spectra set forth in Table I [Sec. 26-40] below or exceeds the ambient noise level by more than three decibels when measured as specified under the noise enforcement practices as adopted by the city commission by ordinance.

As this paragraph is worded, it has the effect of lowering the sound pressure level limit to 3.0 dB above the ambient noise level as measured with slow exponential time weighting and A, C, or Z frequency weighting.

A further modification occurs in Section 26-40(2).

> If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m. to 11:00 p.m.) limits of Table 1 shall be increased by ten dBA, dBC, or dBZ.

This paragraph changes the exponential time weighting to fast (125 ms time constant); however, this type of averaging does not correlate well with the noise impact of short duration impulsive sounds resulting from impact processes such as hammering or pickleballs striking a paddle. This will be discussed in more detail below.

The noise code also includes subjective criteria. Section 26-40(1).

> It shall be unlawful for any person to make, continue or cause to be made or continued within that portion of the city which has been designated as a residential or mixed use area of the city, between the hours of 11:00 p.m. and 7:00 a.m. of each day, and on Sunday from 7:00 a.m. to 1:00 p.m. any unreasonably loud, excessive, unnecessary, or unusual noise in such manner that noise produced, or the vibration made, by the same would be obvious, or cause discomfort and annoyance to an ordinary, reasonable prudent person at a distance greater than 50 feet from the real property line of the nearest receiving property. A sound level meter or sound level reading shall not be necessary for the enforcement of this subsection.

This paragraph specifically mentions discomfort and annoyance in the context of excessive and unusual noise.

Section 26-43 provides additional subjective requirements that are not limited to any time period.

> (a) Sounds may be such that they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the city as deemed by a reasonable person are prohibited.

(c) A sound level meter or sound level reading shall not be necessary for the enforcement of this section.

It is important to understand that noise impact assessment is based on, and noise complaints are driven by, annoyance, and not simply loudness alone. Annoyance is a multidimensional psychoacoustic quantity that is influenced not only by loudness, but other characteristics of sound. Paragraph (a) does not mention loudness, but "excessive," "prolonged," and "detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents." These are attributes of annoyance and are a function of more factors than loudness. In the case of impulsive sound onset rate is particularly important, but is not included in exponential time weighted averages such as fast or slow time weighting.

Problems with Fast Exponential Time Weighting

Maximum fast exponential time weighted sound pressure level (Lmax) is often recommended for assessing impulsive sound. For impulsive sounds having short durations this metric does not work well. When the averaging time of the time weighting filter is longer than the duration of the impulse, the impulse is in the stopband of the filter. In other words, the time weighting is filtering out the impulsive sound source being measured.

Fast time weighted metrics such as Lmax are a rough approximation to loudness level; however, loudness is not the same as annoyance. Noise impact assessments that are based only on loudness metrics and not do consider the other factors that contribute to annoyance will find poor correlation with the community response to time variant sound.

Fast exponential time weighting is a smoothing filter with a 125 millisecond (ms) time constant whose purpose is to steady the reading on a sound level meter by removing rapid changes in the displayed level. It is also used as a rough approximation to temporal integration in the sensation of loudness for impulses less than 200 ms in duration; however, this is very imprecise. Temporal integration refers to a process in the human auditory system that in effect sums the acoustical energy in an impulse over time to produce a sensation of loudness. A longer duration impulse will have a greater loudness than a shorter duration impulse of the same non-time-weighted sound pressure level. This temporal integration of loudness over time is sometimes modeled as a linear first order lowpass filter applied to the square of the measured sound pressure, i.e. an exponential time averaging filter; however, the perception of impulse loudness is nonlinear and cannot be approximated accurately by a linear filter.

In the published literature there is not good agreement as to what the time constant of the exponential time averaging filter should be. It is known to change with the amplitude of the

sound pressure [Poulsen 1981, Zwislocki 1969] and have wide variation among individual listeners [Silva and Florentine 2006]. Narrowband impulses, such as pickleball paddle impacts, have less temporal integration than broadband impulses making the narrowband loudness level about 5 dB higher for the same impulse duration [Zwislocki 1969].

The most important concept to keep in mind, however, is that noise impact assessment is based on annoyance, not solely on loudness. While loudness is one contributor to annoyance, there are many other factors that must be considered for time variant sound. In particular, annoyance is known to increase with the onset rate of the impulse [Hongisto 2023]. For short duration impulses, as the loudness level decreases with impulse duration, the annoyance increases due to the more rapid onset. Impact processes create impulses that have the majority of their energy at the leading edge of the impulse. This results in an extremely fast onset, higher annoyance, and is the reason these sounds have their own category in ANSI S12.9 Part 4.

Another issue with using fast time weighting metrics such as A-weighted Lmax with pickleball paddles is that human hearing detects sounds in critical bands about 1/3 octave in bandwidth for frequencies above about 500 Hz. A-weighted Lmax is a broadband measure without any frequency band filtering. In the presence of background noise, this makes the threshold of detection of narrowband impulses appear to be much higher than it really is and is one of the main reasons that Lmax is so insensitive to pickleball paddles. They get lost in the broadband background level even though they are plainly audible within their critical frequency band. When using such a procedure, it is important to use a bandwidth adjusted signal to noise ratio comparing the narrowband impulse level to the background noise level in the same critical band [Sneddon et al 1996, Fidell et al 1979].

Yet another issue with the way that Lmax is measured using modern digital sound level meters is that the output of the exponential time averaging filter is usually sampled once every 10 to 15 ms. This is longer than the duration of a typical impulse produced by an impact process and constitutes a violation of the Nyquist sampling theorem. This means that the actual peak output of the exponential time averaging filter is likely to fall in between sampling times and be missed. While the error is likely to be relatively small due to the much longer decay time of the fast exponential time weighting, it is yet another source of uncertainty in Lmax that can only have the effect of artificially lowering Lmax further compared to a less biased measure.

For these reasons, fast exponential time weighting metrics like Lmax have many sources of uncertainty, are at best of rough estimate of loudness level, and greatly underestimate the annoyance of impulsive sounds having a duration less than about 200 ms. They do not account for increased annoyance caused by onset rate and should not be used as measures of annoyance for the purpose of noise impact assessment of short duration impulsive sound.

The fast exponential time weighted measurement criterion in Section 26-40(2) therefore cannot be used to satisfy the requirements in Section 26-43, and on Sunday mornings, Section 26-40(1).

Assessment of Noise-induced Annoyance

The use of the term, annoyance, can be traced back to the work of Schultz and other researchers in the 1960s and 1970s [Schultz 1978] and is the basis of federal standards for transportation noise assessment. Current standards for noise assessment in regard to annoyance for impulsive sound include ANSI S12.9 Part 4 and ISO 1996 Part 1. The methodology for assessment of impulsive sound in these standards is based on sound exposure level, an integration of the sound pressure level over the duration of a single event, and does not use averaging metrics such as Lmax or fast or slow time weighting. For time variant sound, adjustments are applied to the measured sound pressure level to account for other contributing factors to annoyance such as onset rate. Impact processes are categorized as highly impulsive and are subject to a 12 dB adjustment. A 5 dB adjustment is also applied during weekends when people are likely to be at home.

Because the analysis is applied to each individual impulse, the number of paddle impacts in the measurement is included in the assessment. This important sound source characteristic is not included in an assessment based on a maximum level such as Lmax.

A previous noise impact assessment for this site prepared by Siebein Associates also makes this point [Siebein 2023].

> The 70 dBA, dBC, dBZ criteria for impulsive sound is very high and has the potential to disturb people of normal hearing sensitivities, especially given the highly impulsive nature of the pickleball impacts.
>
> ANSI S12.9 is a national standard for quantifying annoyance caused by sound and is an appropriate method for assessing highly impulsive sound according to the unnecessarily loud criterion.

Comments on PSM Noise Assessment

Pickleball Sound Mitigation LLC (PSM) produced a noise impact assessment and noise abatement plan for the five proposed pickleball courts [Unetich 2023]. The quotations below are taken from that report.

Equipment Policies

In the report PSM makes a number of policy recommendations in regard the use of specific equipment as a noise mitigation measure; however, there is no plan presented as to how these restrictions will be enforced and what resources will be needed for that purpose. Spendiarian & Willis has worked with a number of facilities that have attempted to implement noise reduction for pickleball courts in this way. Each of them has found the enforcement of equipment policies to be difficult to manage. PSM also acknowledges this practicality.

> Many pickleball players strongly prefer using the more popular tournament approved balls, the Franklin-X or Dura Fast 40. Rather than add a difficult to enforcement requirement on all players, we modeled the idea of increasing barrier heights and using the Franklin-X ball in the next soundscape plot. [p. 6]

Acoustical testing at pickleball facilities conducted by Spendiarian & Willis continues to show consistent mean sound exposure levels for paddle impacts across venues indicating either that quieter equipment is not being adopted by pickleball players or that the equipment does not make much difference in the amount of sound emitted from the courts. Until verifiably quieter equipment becomes widely adopted among pickleball players this cannot be considered a noise abatement measure that is achievable by the POA staff.

Code Requirements for Acoustical Instrumentation

Section 26-38 of the Code has minimum requirements that must be met by the instrumentation used for acoustical measurements.

> Sound level meter (SLM) means an instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in the ANSI Standard S1.4-1983 or the latest version thereof.

Appendix A of the PSM report contains field data log sheets indicating two sets of equipment were used for testing. One is a Sper 840018C sound level meter. The product literature states that it meets the ANSI S1.4 Type 2 standard of accuracy; however, unlike professional test instrumentation it does not come with a certificate of calibration unless requested. There is also a field calibrator (part number 850016) available for this meter, but there is no mention of it or its use before and after testing as is standard practice for acoustical measurements used for assessing code compliance.

The measurement capabilities of the 840018C SLM are limited to fast exponential time weighting. This means that it cannot be used to measure the ambient sound pressure level as this requires the SLM be set to slow time weighting or slow response according to Section 26-40.

The other test system used was not a sound level meter, but consisted of a Dayton Audio UMM-6 microphone and Room EQ Wizard test software. The manufacturer makes no claim that this equipment meets ANSI S1.4 requirements as it is not intended for that purpose. This test system therefore cannot be used for acoustical measurements in regard to the Fort Pierce Code of Ordinances.

In regard to acoustical measurements of pickleball paddles used for noise level projections and noise barrier design, if these have been made with equipment that does not comply with ANSI S1.4 such as the Dayton Audio UMM-6 microphone, the measurements also would not meet the requirements in Section 26-38.

Measurement of Ambient Sound Pressure Level

Section 26-38(c) of the Code requires that ambient or background sound levels be considered when assessing the noise impact of a sound source. The Code does not, however, give any indication of when or for how long the ambient noise should be measured to establish what this level is, only that slow exponential time weighting should be used. The interpretation of the Code language would therefore be that at no time is the sound pressure level of the sound source in question allowed to exceed the ambient noise level by more the 3.0 dB with A, C, or Z frequency weighting. In order to ensure compliance with Section 26-38(c), the minimum observed ambient noise level would need to be used as the basis for determining the maximum allowable sound pressure level of the sound source under investigation.

PSM uses a value of 47.4 dBA for the ambient sound pressure level calculated as the average of six locations and two wind conditions. The log sheet from November 10, 2023 in Appendix A of the PSM report shows that the median ambient sound pressure level ranged from 39.4 to 44.4 dBA with the lowest reading being 38.3 dBA. These readings were made using fast time weighting, not slow as stated in the Code. Slow weighting would likely be lower than the measurements listed here. These numbers are much lower than the 47.4 dBA average level and would indicate that much more noise abatement is needed than the design criteria used by PSM in order to comply with the Fort Pierce noise code requirements.

Section 26-43 Not Addressed

The PSM analysis is based on the exponential time weighed sound pressure levels in Sections 26-38(c) and 26-40 of the Fort Pierce Code of Ordinances. While these code sections allow for the use of fast time weighting for measurement of impulsive sound, as discussed above, this does not provide an assessment of annoyance as described by "excessive," "prolonged," and "detriment to the public health, comfort, convenience, safety, welfare and prosperity of the

residents" in Section 26-43. In addition, Section 20-40(1) specifically mentions annoyance and discomfort as assessment criteria. Again, fast time weighted sound pressure level is a rough approximate to loudness level for impulsive sounds less than about 200 ms in duration. Loudness is not the same as annoyance for impulsive sound. Many factors contribute to annoyance. Among them onset rate is especially important and is not measured by Lmax or other exponentially time weighted averages such as fast or slow weighting.

Conclusions

The addition of pickleball to a neighborhood represents a significant change in the amount of sound entering the surrounding area in comparison to other common recreational activities typically found at parks and recreation centers. This must be carefully planned for.

The noise impact assessment of the proposed pickleball courts performed by PSM does not include the psychoacoustical criteria in Sections 26-43 and 26-40(1). Measurement of ambient noise levels in the area was not performed with a sound level meter meeting the requirements of Section 26-38. There is no documentation of the calibration of the equipment. The minimum observed ambient noise level was not used to set the design goal for determining the amount of noise abatement needed to comply with the Section 26-38(c). The recommended amount of noise abatement has therefore been underestimated.

A revised noise abatement plan is recommended including the following actions:

- Recalculate the noise abatement requirements using the minimum observed ambient noise level
- Remeasure the ambient noise level using instrumentation that meets the requirements stated in Section 26-38
- Follow industry standard procedures for equipment calibration
- Use ANSI S12.9 Part 4 to measure compliance with Sections 26-43 and 26-40(1)
- If any equipment restrictions are to be used as noise mitigation measures, clearly defined processes and personnel for enforcement should be stated

regards,



R. Lance Willis, PhD
Principle Acoustical Engineer

References

ANSI S12.9-2021, *Quantities and Procedures for Description and Measurement of Environmental Sound – Part 4: Noise Assessment and Prediction of Long Term Community Response*, American National Standards Institute, 2021.

Fidell, S., Teffeteller, S., Horonjeff, R., & Green, D. M. (11 1979). Predicting annoyance from detectability of low-level sounds. *The Journal of the Acoustical Society of America*, *66*(5), 1427–1434. doi:10.1121/1.383536

Hongisto, V. (06 2023). Annoyance penalties due to tonal, impulsive, and amplitude-modulated characters in sound. *14th ICBEN Congress on Noise as a Public Health Problem*.

ISO 1996-1, *Acoustics - Description, measurement and assessment of environmental noise - Part 1: Basic quantities and assessment procedures*, International Organization for Standardization (ISO), 2016.

Perezalonso, Henry, *Noise Study for the Osage Park Pickleball Project, Danville, California*, Rincon Consultants, Oakland, California, September 8, 2023.

Poulsen, T. (06 1981). Loudness of tone pulses in a free field. *The Journal of the Acoustical Society of America*, *69*(6), 1786–1790. doi:10.1121/1.385915

Schultz, T. J., "Synthesis of Social Surveys on Noise Annoyance," Journal of the Acoustical Society of America v. 64, pp. 377-405, 1978.

Siebein, Keely M., letter to James Dobbins, Siebein Associates, Inc., January 22, 2023.

Silva, I., & Florentine, M. (10 2006). Effect of adaptive psychophysical procedure on loudness matches. *The Journal of the Acoustical Society of America*, *120*(4), 2124–2131. doi:10.1121/1.2336747

Sneddon, M., Howe, R., Pearsons, K., & Fidell, S. (1996). *Laboratory Study of the Noticeability and Annoyance of Sounds of Low Signal-to-Noise Ratio*. National Aeronautics and Space Administration, Langley Research Center.

Unetich, Robert M., “Pickleball Sound Analysis Final Report For Ocean Village POA, Fort Pierce, FL,” Pickleball sound Mitigation LLC, December 8, 2023.

World Health Organization, Night Noise Guidelines for Europe, http://www.euro.who.int, 2009.

Zwislocki, J. J. (08 2005). Temporal Summation of Loudness: An Analysis. *The Journal of the Acoustical Society of America*, *46*(2B), 431–441. doi:10.1121/1.1911708

Exhibit 3A Noise Mitigation

Summary: The Applicant plan for a pickleball Arena with 5 courts and a viewing area is not compliant with the recommendations of the Pickleball Sound Mitigation LLM (PSM) study, dated Dec 8 2023 or the Applicants or the City's conditions.

The requirement to use low noise equipment is not enforceable.

Even if the plan were modified to include noise mitigation per this study, TRC and Applicants conditions, there is no proposed solution to mitigate **annoyance** to owners whose homes are in line of sight of the courts, which is a component of the Fort Pierce Noise Ordinance.

1. As described in Exhibit 2A and the expert testimony submitted by Dr. Lance Willis, Exhibit 2B the sound study ignores the key issue at hand- ie that loudness is not the same as **annoyance,** and that the city noise ordinance 26-43 specifically prohibits noises that are an annoyance to residents - "**excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents**"

   Noise impact assessment is based on **annoyance**. Loudness is just one aspect of that. That's why assessments based on Lmax, an approximation of loudness level, have no validity for community annoyance. Sound mitigation solutions only address loudness, not annoyance. Like second hand smoke, the density of the smoke can be reduced, but it is still annoying.

2. The PSM LLC sound analysis study dated Dec 8 2023 states that to mitigate loudness to under 50 db it is required to install 14 feet fences north and west with heavy duty acoustic barriers and the use of low noise equipment. The Applicant recommends a 15 foot barrier to the north.

   The submitted plan includes only 12 feet fencing, not what is recommended.

   See excerpt from page 13 of this study below.

Conclusions:

Unless sound mitigation is employed, sound levels will exceed the ANSI recommendations and the recommendations of PSM LLC even if quieter gear is employed. It is necessary to add sound barriers to bring the noise levels down to about the background noise level.

Recommendations:

PSM LLC recommends that Ocean Village Install 14 ft high mass-loaded vinyl barriers along the north and west sides of the proposed courts along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences at all floors of the buildings.

We recommend the diagonal corners sections for the fencing in three locations, which will enhance fence strength and reduce sound reflections.

The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.

Leslie Olson, AICP
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project#: 23-07000026

Subject: Ocean Village Pickleball Courts – Major Site Plan – Parcel ID: 2507-321-0001-000-5 –- Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey with calculations and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City Code Section 26-40; Limit hours of operation for the Pickleball Courts to Monday through Saturday 7am-11pm, and Sunday 7am-1pm.
4. Adhere to the recommendations of the Pickleball Sound Analysis Report completed by PSM LLC for Pickleball Sound Mitigation prior to issuance of Final Certificate of Occupancy.
5. Adhere to the following Sound Mitigation recommendations:

   Install 14 ft high mass-loaded vinyl barriers along the west side of the proposed courts, 15 ft along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. ***These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences on all floors of the buildings.***

   - Diagonal corners for the fencing in three locations, ***which will enhance fence strength and reduce sound reflections.***
   - The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. ***The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound, and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.***
   - The use of paddles and tournament approved paddles that meet the requirements of PSM LLC Pickleball Sound Mitigation firm's latest Blue List of Recommended Paddles listed below:

3. The plan as submitted to the city also requires the use of low noise equipment. The pickleball committee and players have stated numerous times in board meetings and in writing that they do not want to, and cannot enforce the use of low noise equipment. Some written examples are included in this exhibit.
   a. The design of the proposed pickleball area has four foot fences by the spectator area that anyone could simply jump over. There is no way to enforce specific equipment use in this the design because the facility cannot be properly locked.
4. Even if the recommendations for sound Mitigation were followed the author of the PSM LLC study has the following disclaimer at the end of the (1st) Gigaherz report (he references that report in the opening paragraph of the (2nd) new PSM report).

   "Robert M Unetich GigaHertz LLC April 4, 2022 Disclaimer: The sound levels in this report are estimates. Actual levels will vary over time. Sound level is probabilistic, meaning it is predictable over a range and it has averages and other statistical characteristics but it has no exact single level. This report makes no guarantee of performance of the sound mitigation methods described. In addition, it is not possible to determine what any particular person

believes is an acceptable sound level. The estimates of background sound levels are simply estimates and will vary from one neighborhood to another and from one measurement method to another. Sound barrier installations must take into account numerous technical requirements to be effective. This includes consideration of wind and water damage and the fact that sound may travel around any opening in the barrier, including along the bottom edge. Manufacturer's recommendations should be carefully followed to achieve acceptable results

5. The final noise study shows a near constant level of 50 DB at the location of the putting green on the 9th hole of the golf course, an area that is designed to be extra quiet. This has never been addressed.
6. The worst possible outcome would be that a lot of $$ is spent building these courts, that they will then get shut down for non compliance with the city noise ordinance, or worse, potential litigation of owners against the POA or the City. This would be a complete disaster for all.

7. Following is evidence of the inability to enforce the use of low noise equipment. In public board meetings Mr Strothman and others in the Pickleball committee have stated that using low noise euiptment is no longer pickleball, that they do not plan on supporting it, and can not enforece it.

HM **Henrietta Majeski** tennis & pickleball 19 February 2023 at 16:26
Re: Ocean Village Impressions 2022
To: Trudi Schifter

Thank you for a quick response! I understand 2 courts would not satisfy the PB players and I agree it's aggravating they are not willing to use noise reduction equipment. It's very short sighted of them especially when so many PB court conversion areas are demanding its use. I also think they should rethink the whole RR SYSTEM because it gives no abatement from the noise for the people living there. A reservation system instead of RR would also help at the Birdcage courts. Having said that 2 courts are better than zero courts for the less fanatical players.

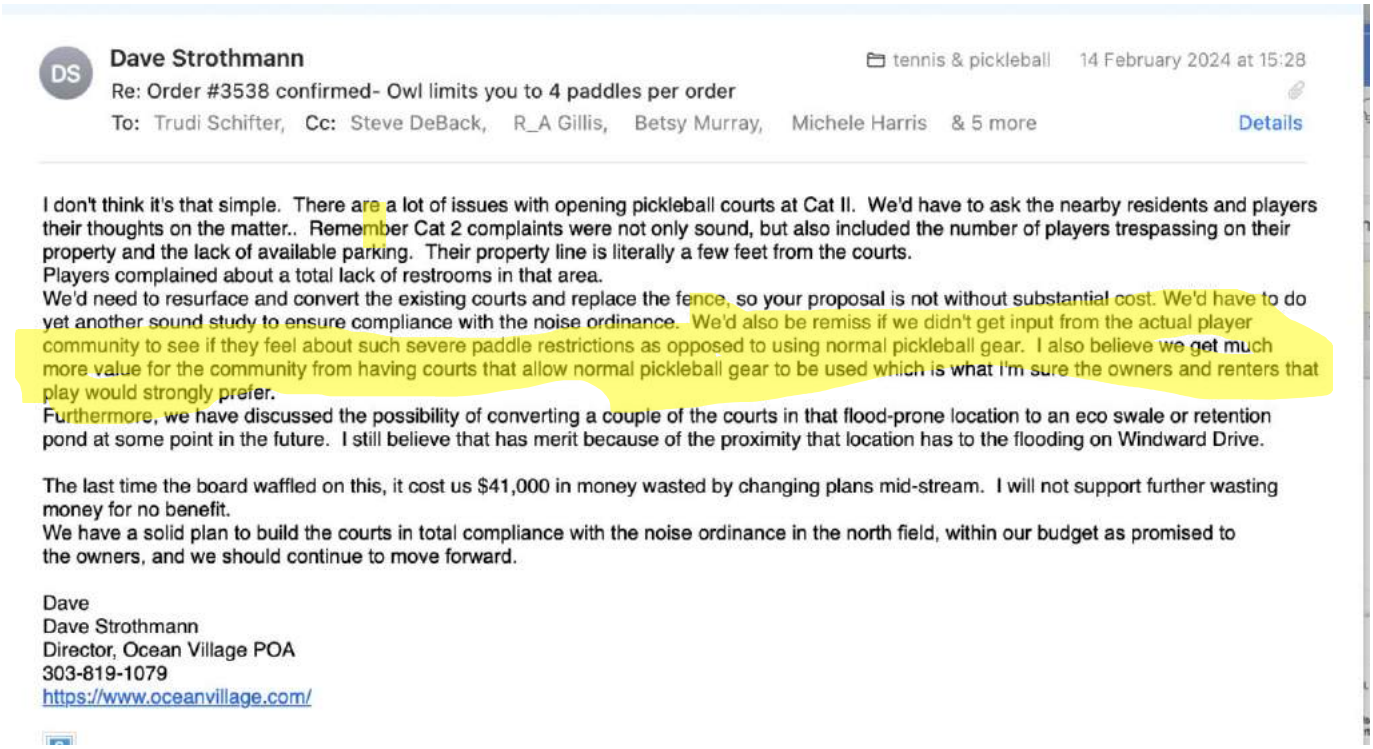
One other general thought regarding all amenities at OV. Why can't we allow owners first choice on reservations? Seems to me blocking off a percentage of the reservations for owners would help all of us. Example 50% of the most popular times is reserved for owners 1 day before it opens for all! It would help all of us. If it's a bylaw problem, I say change it!

Also PLEASE build the new updated plan for the main pool!! When I rented here there were 2 amenities that stood out as outdated; the Club House and the pool. The old pool reminded me of a city pool - please put in an updated pool!!

Regards
Henny Majeski

DS **Dave Strothmann** tennis & pickleball 6 February 2023 at 12:56
Re: Fiscal responsibility
To: Trudi Schifter, Cc: Betsy Murray, Chris Savino & 4 more Details

As far as unapproved quiet gear goes, how much tennis would anyone play here if you were told that you can only use 1 brand of illegal tennis racquets on our courts? How much golf would folks play if they were told you can only use illegal balls or clubs?
How would such rules be enforced when close to half our residents are transient renters that bring their own gear?



Dave Strothmann tennis & pickleball 14 February 2024 at 15:28

Re: Order #3538 confirmed- Owl limits you to 4 paddles per order

To: Trudi Schifter, Cc: Steve DeBack, R_A Gillis, Betsy Murray, Michele Harris & 5 more Details

I don't think it's that simple. There are a lot of issues with opening pickleball courts at Cat II. We'd have to ask the nearby residents and players their thoughts on the matter.. Remember Cat 2 complaints were not only sound, but also included the number of players trespassing on their property and the lack of available parking. Their property line is literally a few feet from the courts.
Players complained about a total lack of restrooms in that area.
We'd need to resurface and convert the existing courts and replace the fence, so your proposal is not without substantial cost. We'd have to do yet another sound study to ensure compliance with the noise ordinance. We'd also be remiss if we didn't get input from the actual player community to see if they feel about such severe paddle restrictions as opposed to using normal pickleball gear. I also believe we get much more value for the community from having courts that allow normal pickleball gear to be used which is what I'm sure the owners and renters that play would strongly prefer.
Furthermore, we have discussed the possibility of converting a couple of the courts in that flood-prone location to an eco swale or retention pond at some point in the future. I still believe that has merit because of the proximity that location has to the flooding on Windward Drive.

The last time the board waffled on this, it cost us $41,000 in money wasted by changing plans mid-stream. I will not support further wasting money for no benefit.
We have a solid plan to build the courts in total compliance with the noise ordinance in the north field, within our budget as promised to the owners, and we should continue to move forward.

Dave
Dave Strothmann
Director, Ocean Village POA
303-819-1079
https://www.oceanvillage.com/

Exhibit 4A – UPDATED April 1, 2024 Opposition Evidence

Summary: The Applicant has stated that only a VERY few Ocean Village owners are in opposition to this project, that the vast majority are in favor, and that a vote of owners was taken.

Both of these statements are false.

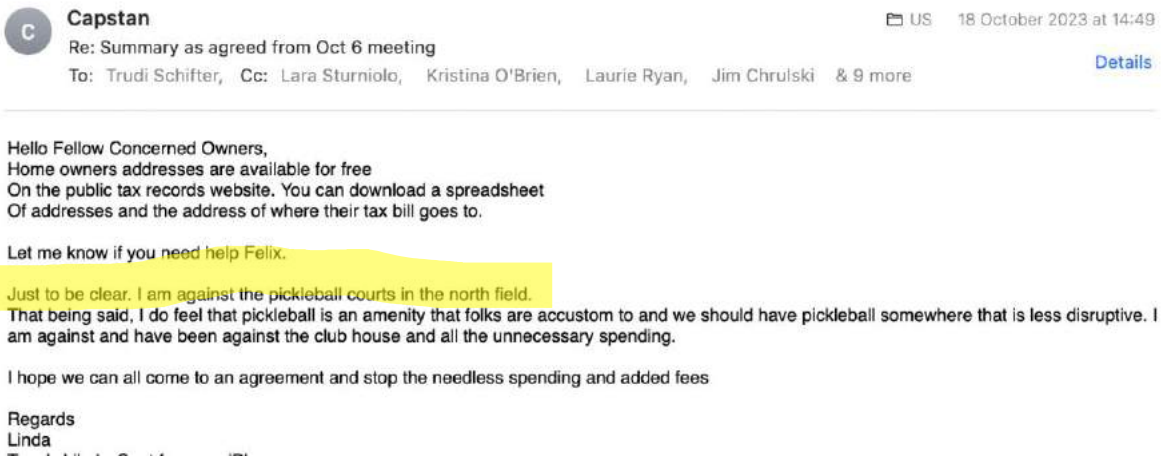
262 owners signed a petition against the community center project, in particular building pickleball courts on the north field, that was submitted in 2022 and presented at a special board meeting (on file as community official records at Ocean Village).

Below please find evidence of opposition from emails, personal messages and social media posts of **over 120 owners who are opposed to this project. Taking these 123, and the additional petition signers, at least 200 owners are in strong opposition of this project.**

Many owners in opposition are afraid to speak out because several have been harassed by pickleball supporters, including those who were listed on the interveners Exhibit 4 as submitted March 12, and one owner has been threatened physically.

We ask therefore that this exhibit NOT be shared broadly in the Ocean Village Community and if possible to redact the names. Five owners have been removed from this list at their request, they are indeed in opposition, but are afraid that by publicly being listed in opposition it may disrupt the serenity of their life in Ocean Village.

1. Linda Ince- emails, personal meetings



Capstan US 18 October 2023 at 14:49
Re: Summary as agreed from Oct 6 meeting
To: Trudi Schifter, Cc: Lara Sturniolo, Kristina O'Brien, Laurie Ryan, Jim Chrulski & 9 more
Details

Hello Fellow Concerned Owners,
Home owners addresses are available for free
On the public tax records website. You can download a spreadsheet
Of addresses and the address of where their tax bill goes to.

Let me know if you need help Felix.

Just to be clear. I am against the pickleball courts in the north field.
That being said, I do feel that pickleball is an amenity that folks are accustom to and we should have pickleball somewhere that is less disruptive. I am against and have been against the club house and all the unnecessary spending.

I hope we can all come to an agreement and stop the needless spending and added fees

Regards
Linda

2. Dick Pals



RICHARD PALS petitions 25 April 2022 at 16:56
Asphalting north field
To: poadobbin@gmail.com, Cc: ovbetsy@aol.com & 5 more
Details

OV Board Members, my name is Richard Pals I own Capstan - 611.
I wish to express my opposition to the asphalting of the North field.

3. Peter Ince- emails personal meeting

Sent from my iPhone

Begin forwarded message:

From: Peter Ince <peterince487@yahoo.com>
Date: March 30, 2024 at 12:10:35 PM EDT
To: lhudson@city-ftpierce.com, City Manager Nick Mimms <nmimms@cityoffortpierce.com>, Commissioner Jeremiah Johnson <jjohnson@cityoffortpierce.com>, Commissioner Curtis Johnson <cjohnson@cityoffortpierce.com>, kfreeman@cityoffortpierce.com, mbroderick@cityoffortpierce.com
Subject: Pickleball Court Construction at Ocean Village

Mayor of Fort Pierce and Town Council,

I am an owner in Ocean Village and I would like to add my name in opposition to the New construction of the pickleball courts in the north field. While many of our issues at Ocean Village are internal, such as flooding, the main pool and restaurant, all of which would be a better use of funds allocated for pickleball, and serve the community better, these things do not fall under your jurisdiction.

The lack of parking and the noise ordinance do, and have been raised by many others.
The concern that I would like to raise is one I have not heard mentioned before and this is how noise affects the nesting and hatching of sea Turtles. We are all familiar with the effects that lighting has on the sea turtles and the resulting rules put in place to protect the endangered species, but there is very little research done on the effects of the noise. Here's what we do know. In a study done July 28, 2014 it was found that baby sea turtles communicate with each other days before hatching. scientists recorded over 300 different sounds, this communication is considered a cue for synchronized hatching. After hatching, they may take 3-7 day to emerge from the nest and start their journey to the sea. It is also known that turtles hear between 250-700 hz.
Pickleball sound, measured in hz, ranges from 500hz to 2000 hz. Ocean waves breaking on the beach range between 400-1000 hz As you can see there is much overlap in the sound ranges. The new pickleball courts as proposed in the north field are less than 100 feet from the dunes. Is the constant noise of pickleball within the hearing range of the hatchling for a period of up to a week prior to the "boil" going to disorient them? What is a safe distance for their protection? Truth is we don't know, but we should err on the side of caution. We had 2 tennis courts that was converted to accommodate pickleball in the past. Along with 2 pickleball courts which have had pickleball played on since 1995
If we can satisfy the noise ordinance in the north field by using "Owl Paddle '' and the recommended 14 ft sound barriers. We should use the same technology on the existing courts and not disturb the nesting and hatching sea turtles.

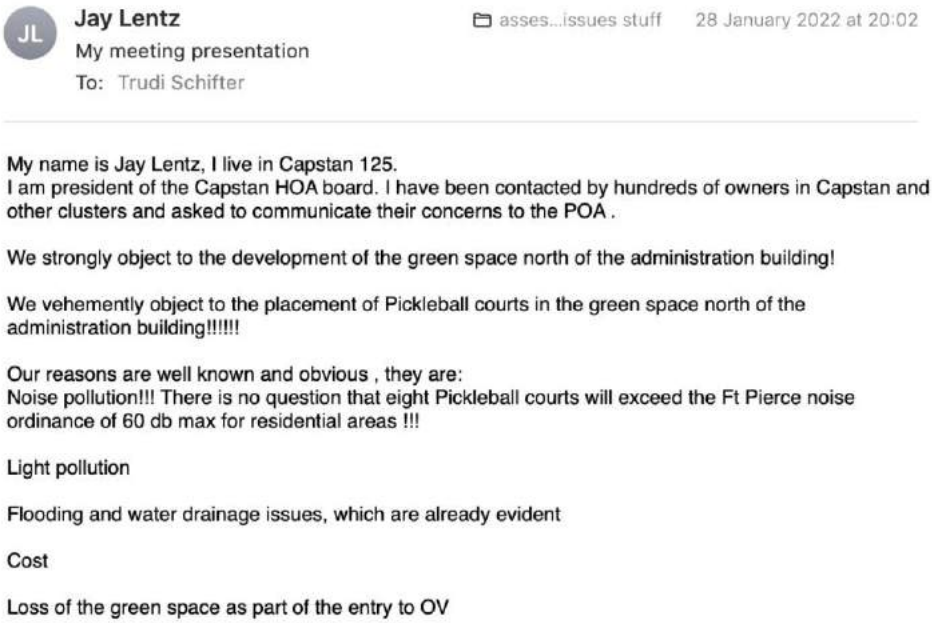
Thank You, Peter Ince peterince487@yahoo.com

4. Hallie Pals- emails, personal meetings

HP **Hallie Pals** petitions 16 November 2021 at 21:28
Petition
To: Trudi Schifter

Hello,
We have been informed that there is a petition circulating regarding the pickleball courts. Can you please add us to the list? How do our freinds from out of town sign. We are in C131. Directly across from this. Vehemently opposed
Thankyou,
The pals
We have 2 units

5. Jay Lentz- emails, meetings



Jay Lentz asses...issues stuff 28 January 2022 at 20:02
My meeting presentation
To: Trudi Schifter

My name is Jay Lentz, I live in Capstan 125.
I am president of the Capstan HOA board. I have been contacted by hundreds of owners in Capstan and other clusters and asked to communicate their concerns to the POA .

We strongly object to the development of the green space north of the administration building!

We vehemently object to the placement of Pickleball courts in the green space north of the administration building!!!!!!

Our reasons are well known and obvious , they are:
Noise pollution!!! There is no question that eight Pickleball courts will exceed the Ft Pierce noise ordinance of 60 db max for residential areas !!!

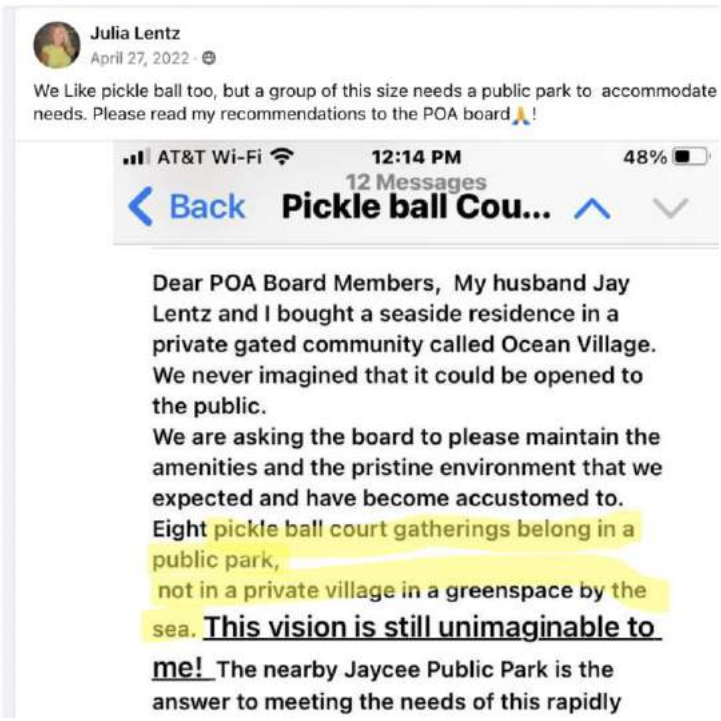
Light pollution

Flooding and water drainage issues, which are already evident

Cost

Loss of the green space as part of the entry to OV

6. Julie Lentz- emails, meetings, attended past meeting of the commission in Opposition



Julia Lentz
April 27, 2022

We Like pickle ball too, but a group of this size needs a public park to accommodate needs. Please read my recommendations to the POA board🙏!

AT&T Wi-Fi 12:14 PM 48%
12 Messages
Back **Pickle ball Cou...**

Dear POA Board Members, My husband Jay Lentz and I bought a seaside residence in a private gated community called Ocean Village. We never imagined that it could be opened to the public.
We are asking the board to please maintain the amenities and the pristine environment that we expected and have become accustomed to.
Eight pickle ball court gatherings belong in a public park,
not in a private village in a greenspace by the sea. **This vision is still unimaginable to me!** The nearby Jaycee Public Park is the answer to meeting the needs of this rapidly

7. Allen Reinwasser- is the Interveners representative
8. Trudi Schifter- is the author of this list and a witness
9. Charles Donnelly

CD **Charles Donnelly** 19:18
Re: Ocean Village Important Notice
To: Trudi Schifter

Trudi,
i fully support your purpose. First as a total community, getting the main pool fixed should be the Boards number one priotirt.
Second, the rights of the owners affected by the Pickle Ball noise and nuisance, should be recgnized by the Board. If it goes through
and I was one of those homeowners, I would sue for peaceful loss of use, and loss of resale value of my property.

I know you are very busy but I would really like to speak to you, for a few minutes. I am on the OVIII Board, and the Board is pushing
through a $300,000 assessment ($5,000) per unit. Don't want po say anymore in writing but would appreciate yourcounsel.

Chuck Donnelly

"Be careful screwing with the elderly. We didn't get this old by being stupid."

10. Susan Scarola- she did not like having her name listed publically, asked to be removed, then gave her consent

SS **susan scarola**
Re: pickleball petition
To: Trudi Schifter

Trudi. don't worry about it. just leave as is.
And go back to sleep:)
Susan

SS **susan scarola** Inbox - Aquaspe 16 March 2024 at 22:44
Re: pickleball petition
To: Trudi Schifter

I did see your email but didn't realize my name would be on your statement. I am opposed but with our house for sale I do not think it's appropriate to engage. Is it too late to remove my name?

11. Nora Christoff-

Nora Christoff
No one wants to listen to such an annoyance (pickle ball) and why should they. Especially if it's only because selfish people want to play games.
1y Like Reply 2

12. Richard Christoff

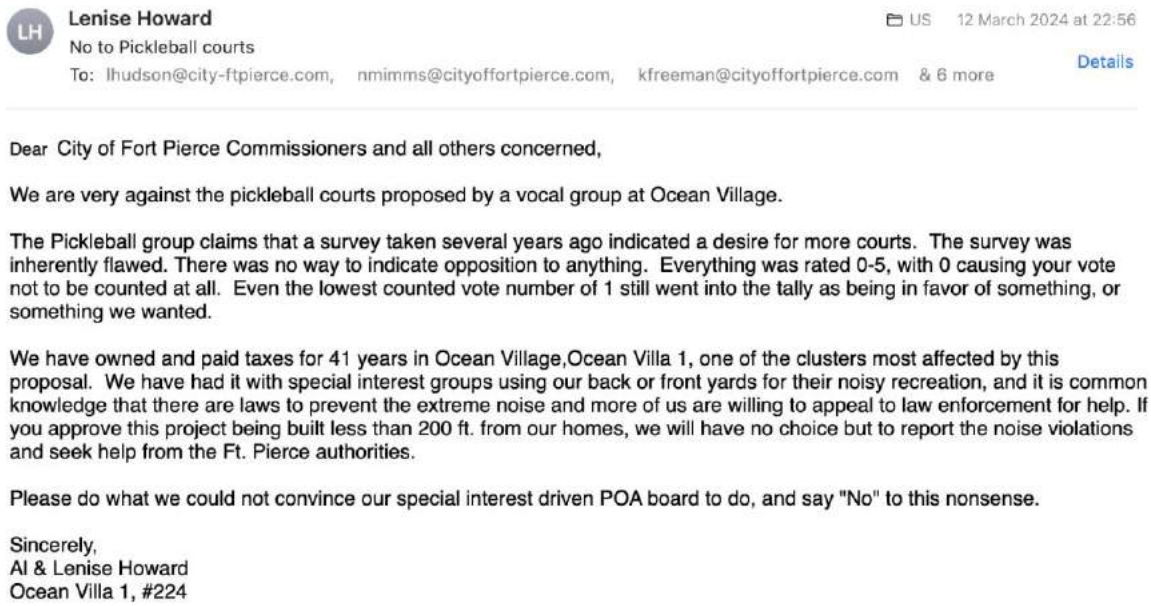
N **nora_c_99@yahoo.com** Inbox - Tallyfox 15:42
Re: Ocean Village Important Notice
To: Trudi Schifter

Please add our names to your list. Richard & Nora Christoff
Also, I was in the process of emailing the city officers but only could find three email addresses. Could you please forward all the email addresses that I should voice our concerns.
Thank you 😊

Sent from my iPhone

On Mar 28, 2024, at 10:36 AM, Trudi Schifter <contact@aquaspe.com> wrote:

13. Lenise Howard



Lenise Howard — US — 12 March 2024 at 22:56
No to Pickleball courts
To: lhudson@city-ftpierce.com, nmimms@cityoffortpierce.com, kfreeman@cityoffortpierce.com & 6 more — Details

Dear City of Fort Pierce Commissioners and all others concerned,

We are very against the pickleball courts proposed by a vocal group at Ocean Village.

The Pickleball group claims that a survey taken several years ago indicated a desire for more courts. The survey was inherently flawed. There was no way to indicate opposition to anything. Everything was rated 0-5, with 0 causing your vote not to be counted at all. Even the lowest counted vote number of 1 still went into the tally as being in favor of something, or something we wanted.

We have owned and paid taxes for 41 years in Ocean Village,Ocean Villa 1, one of the clusters most affected by this proposal. We have had it with special interest groups using our back or front yards for their noisy recreation, and it is common knowledge that there are laws to prevent the extreme noise and more of us are willing to appeal to law enforcement for help. If you approve this project being built less than 200 ft. from our homes, we will have no choice but to report the noise violations and seek help from the Ft. Pierce authorities.

Please do what we could not convince our special interest driven POA board to do, and say "No" to this nonsense.

Sincerely,
Al & Lenise Howard
Ocean Villa 1, #224

14. Al Howard- see above
15. Monique Sirgo- ran on it in her campaign

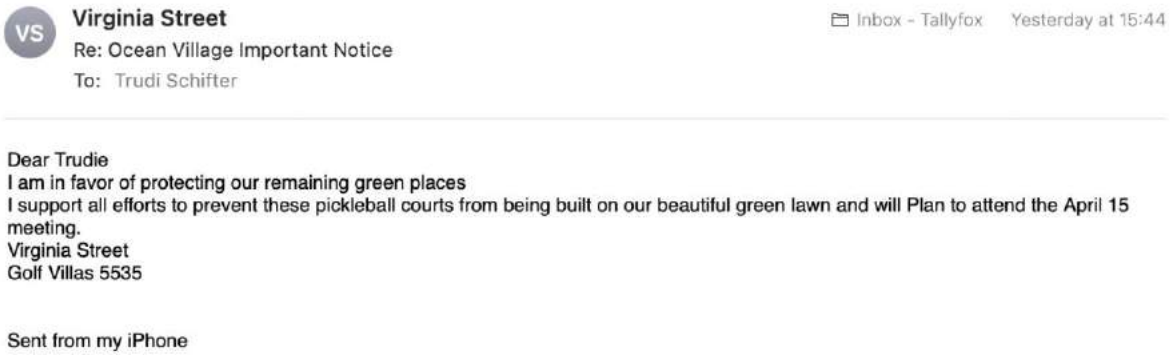


Monique Sirgo
Re: Appeal to the city- request of a Quasi Judicial Hearing March 18, 2024
To: Trudi Schifter

I will physically be there to support.

Thanks,
Monique
Sent from my iPhone

16. Virgina Street

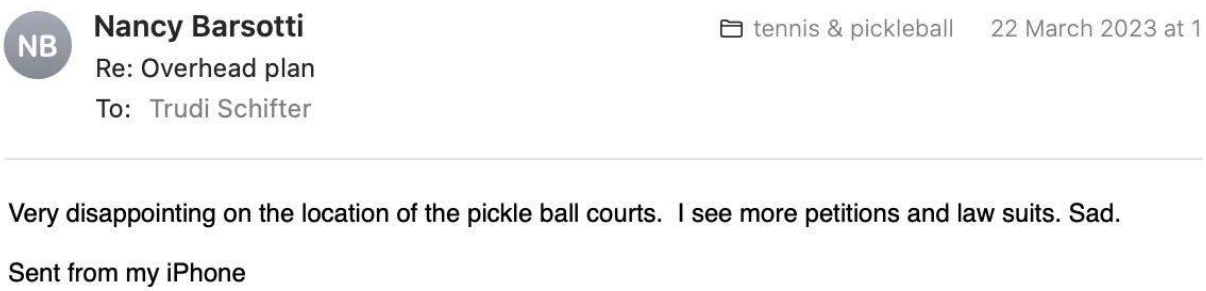


Virginia Street — Inbox - Tallyfox — Yesterday at 15:44
Re: Ocean Village Important Notice
To: Trudi Schifter

Dear Trudie
I am in favor of protecting our remaining green places
I support all efforts to prevent these pickleball courts from being built on our beautiful green lawn and will Plan to attend the April 15 meeting.
Virginia Street
Golf Villas 5535

Sent from my iPhone

17. Nancy Barsotti

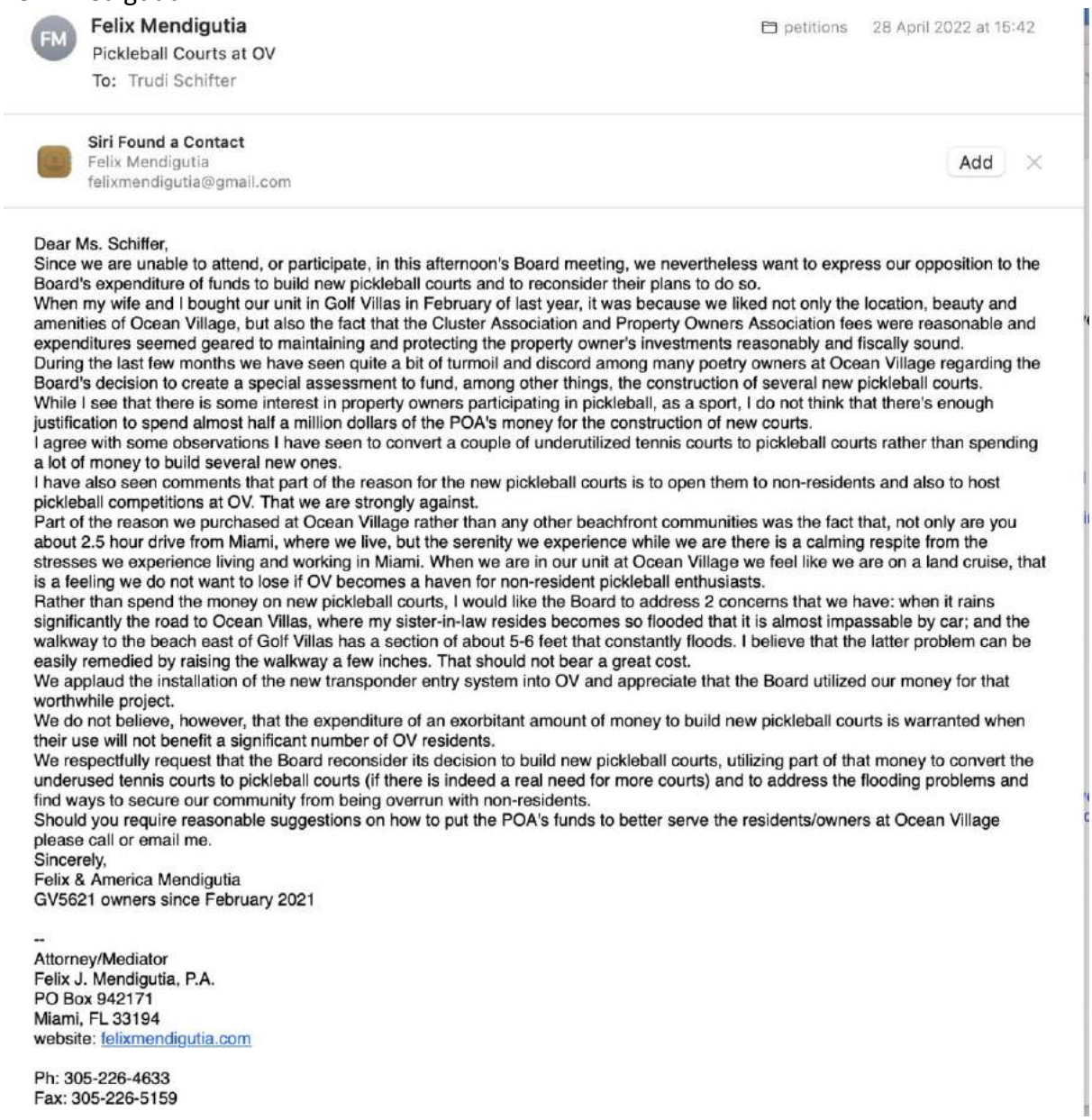


Nancy Barsotti — tennis & pickleball — 22 March 2023 at 1
Re: Overhead plan
To: Trudi Schifter

Very disappointing on the location of the pickle ball courts. I see more petitions and law suits. Sad.

Sent from my iPhone

18. Felix Medigutia –



Felix Mendigutia
Pickleball Courts at OV
To: Trudi Schifter

petitions 28 April 2022 at 15:42

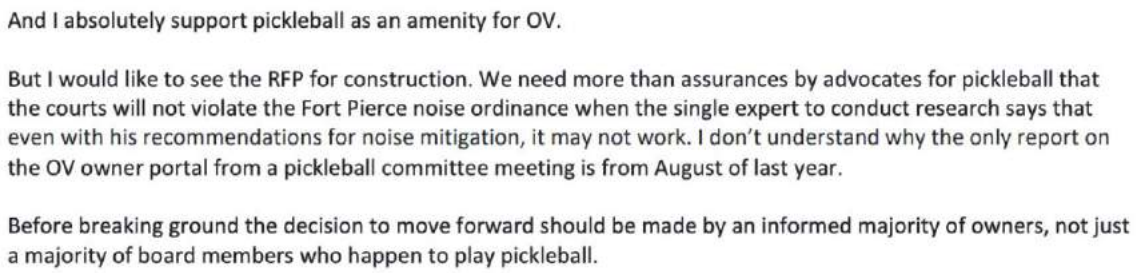
Siri Found a Contact
Felix Mendigutia
felixmendigutia@gmail.com
Add

Dear Ms. Schiffer,
Since we are unable to attend, or participate, in this afternoon's Board meeting, we nevertheless want to express our opposition to the Board's expenditure of funds to build new pickleball courts and to reconsider their plans to do so.
When my wife and I bought our unit in Golf Villas in February of last year, it was because we liked not only the location, beauty and amenities of Ocean Village, but also the fact that the Cluster Association and Property Owners Association fees were reasonable and expenditures seemed geared to maintaining and protecting the property owner's investments reasonably and fiscally sound.
During the last few months we have seen quite a bit of turmoil and discord among many poetry owners at Ocean Village regarding the Board's decision to create a special assessment to fund, among other things, the construction of several new pickleball courts.
While I see that there is some interest in property owners participating in pickleball, as a sport, I do not think that there's enough justification to spend almost half a million dollars of the POA's money for the construction of new courts.
I agree with some observations I have seen to convert a couple of underutilized tennis courts to pickleball courts rather than spending a lot of money to build several new ones.
I have also seen comments that part of the reason for the new pickleball courts is to open them to non-residents and also to host pickleball competitions at OV. That we are strongly against.
Part of the reason we purchased at Ocean Village rather than any other beachfront communities was the fact that, not only are you about 2.5 hour drive from Miami, where we live, but the serenity we experience while we are there is a calming respite from the stresses we experience living and working in Miami. When we are in our unit at Ocean Village we feel like we are on a land cruise, that is a feeling we do not want to lose if OV becomes a haven for non-resident pickleball enthusiasts.
Rather than spend the money on new pickleball courts, I would like the Board to address 2 concerns that we have: when it rains significantly the road to Ocean Villas, where my sister-in-law resides becomes so flooded that it is almost impassable by car; and the walkway to the beach east of Golf Villas has a section of about 5-6 feet that constantly floods. I believe that the latter problem can be easily remedied by raising the walkway a few inches. That should not bear a great cost.
We applaud the installation of the new transponder entry system into OV and appreciate that the Board utilized our money for that worthwhile project.
We do not believe, however, that the expenditure of an exorbitant amount of money to build new pickleball courts is warranted when their use will not benefit a significant number of OV residents.
We respectfully request that the Board reconsider its decision to build new pickleball courts, utilizing part of that money to convert the underused tennis courts to pickleball courts (if there is indeed a real need for more courts) and to address the flooding problems and find ways to secure our community from being overrun with non-residents.
Should you require reasonable suggestions on how to put the POA's funds to better serve the residents/owners at Ocean Village please call or email me.
Sincerely,
Felix & America Mendigutia
GV5621 owners since February 2021

--
Attorney/Mediator
Felix J. Mendigutia, P.A.
PO Box 942171
Miami, FL 33194
website: felixmendigutia.com

Ph: 305-226-4633
Fax: 305-226-5159

19. America Mendigutia- see above
20. Felix Hernandez- from his board candidate statements



And I absolutely support pickleball as an amenity for OV.

But I would like to see the RFP for construction. We need more than assurances by advocates for pickleball that the courts will not violate the Fort Pierce noise ordinance when the single expert to conduct research says that even with his recommendations for noise mitigation, it may not work. I don't understand why the only report on the OV owner portal from a pickleball committee meeting is from August of last year.

Before breaking ground the decision to move forward should be made by an informed majority of owners, not just a majority of board members who happen to play pickleball.

21. Eileen Emery- has written letter to the commission, voted against the pickleball courts on the north field as a board member
22. Donna Bartlett-

DB **Donna Bartlett** 16:58

Re: Ocean Village Important Notice

To: Trudi Schifter

Trudi…..Please add my name to the list of opponents to the pickleball courts in the North field. I am very concerned about this especially the stands to hold 90 spectators…..our beautiful community of Ocean Village is being taken over by special interest groups. I bought here in 2016 because of the wonderful green space and the charming community. I did not and do not want to live in a resort that investors are trying to make it. This is my retirement home and now I feel as though we will be forced to sell because of the constant spending. The noise will be heard in my building which is Capstan 300. It is no longer the beautiful peaceful oceanfront community I bought into. Please help stop the building of things that will only be shut down as soon as built.

Donna Bartlett C321
Sent from my iPad

23. Carol Smetanka-



On 11 Mar 2023, at 18:43, Carol Smetanka <carolsgsc@gmail.com> wrote:

To All Board Members:

This is the greenspace view from my living room at Capstan 122. The ocean view is to the east. My master bedroom and second bedroom have the same front view of the greenspace. You can see how close we are.
If this was your unit, would you still want 8 pickle ball courts (32 plus people potentially) in your front yard?

<image001.jpg>
Below is the approximate distance of 139 feet from the property line of Capstan 100 to well inside the greenspace. Sound is measured from the property line per city ordinance. Our unit is only approximately 150 feet from that same point. Sound mitigation is a pipe dream. Anecdotally, the greenspace sits at the bottom of a kind of bowl with the tall dunes and our building keeping the sound in. It amplifies noise from people talking & walking , cars etc. I invite you to visit our unit at any time.
Carol & Greg Smetanka Capstan 122

24. Greg Smetanka- and see above

CS **Carol S** petitions 27 November 2021 at 17:0
Petition at Ocean Village
To: Trudi Schifter

Hi Trudy

Please add our names to the petition that does not approve a special assessment for the construction of pickleball courts etc. at Ocean Village

Thank you!

Greg and Carol Smetanka
Capstan 122
Carolsgsc@gmail.com

25. Betty Bello –

BB **Betty Bello** US 12 March 2024 at 18:55
Re: Appeal to the city- request of a Quasi Judicial Hearing March 18, 2024
To: Trudi Schifter

Thank you Trudi,

My husband and I are in Miami, but definitely have it in our calendars to be there at the court by 5:00 pm to at least show support. I am trying to send via e-mail to others.

Regards,

Betty Bello

26. Luann Overmeyer

LO **LUANN OVERMYER** 13:50
Pickleball
To: Trudi Schifter

Hi Trudi,
I am against pickleball courts in OV. I'm planning to write to the mayor and council members.
Luann Overmyer

Sent from my iPhone

27. Terri Rogers

TR **Terri Rogers** 27 April 2023 at 16:11
Flooding and Tennis court
To: Dave Strothmann, Betsy Murray & 3 more Details

After a few storms and all the inevitable flooding they cause, please reconsider your decision to build the tennis court along the west side of the new clubhouse. My feelings continue about the pickle ball courts that are planned on the north side. LOOK at the flooding! Please, do what's right.
Terri Rogers
Capstan 632
Owner/Resident

28. Elisa DeYoung

D **deyoung** 24 March 2023 at 20:43

Stop the NF planning for courts and parking!

To: OVbetsy@aol.com, Cc: R_A Gillis, Michele Harris & 3 more Details

Ladies and Gentlemen,

We are fairly new owners in OV as we see from afar the craziness taking place at the lovely getaway we purchased over a year ago. It seemed quite ridiculous to be planning such an expense during this financial crisis our country is having. You've seen nothing yet!

This is to inform the board we are NOT in favor for any courts, and parking to threaten worse flooding as reported by Albrecht Engineers have made studies. You don't need to be a rocket scientist…or to figure who was ultimately responsible for the main pool.

You can expect our certified letter to arrive shortly.

Respectfully,
Elisa DeYoung

29. Kristy O'Brien

KO **Kristina O'Brien** 20 March 2023 at 00:05

We are an Oceanfront Community

To: cc: Tom Bockenstette, Trudi Schifter & 5 more Details

Good evening Board Members,
Regarding the important decisions that need to be made, I would like to urge each of the directors to remember that Ocean Village is first and foremost an oceanfront community. Please stop trying to squeeze stuff in what little open land we have left. Setting aside the sound and flood issues for now, I feel it is important for us to realize the importance of green space without clutter and concrete everywhere - a concept that is commonly associated with oceanfront property.

It has been argued by those for building 8 courts in the north field that our property values have gone down due to the lack of pickleball and that renters have decided to not return to OV. I don't believe either of those to be true except for those individuals who do not value the entire property for what it is. I can tell you this however, there are countless requests posted almost on a daily basis of people still looking to rent high season next year already. Clearly the rental market has not suffered since pickleball was closed down. I also can tell you that Capstan and OV1 owners who rent out their property have heard from their high season renters their concern for preserving the north field.

We are an oceanfront community with many activities and amenities, we do not have the space to add more amenities senselessly to satisfy one special interest group. Our oceanfront property and oceanfront land is a finite resource, pickleball courts are not.

Thank you,
Kristina O'Brien
Capstan 811

30. Cecilia Dutcher- numerous emails

On Monday, April 25, 2022, 12:51 AM, dizzy714@aol.com <dizzy714@aol.com> wrote:

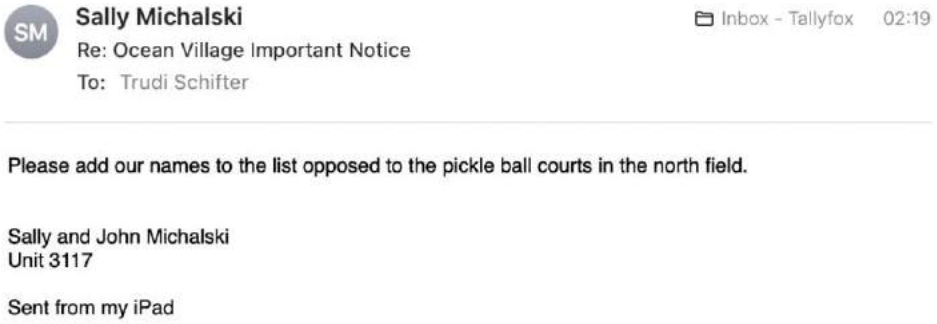
I am an owner in Capstan 100 and opposed to having our green space taken away and converted to a Pickleball / tennis courts. I Propose that all existing courts be repaired with our assessment money and be divided into Pickleball,tennis ,etc .
Come on make everyone "Happy" and do the right thing so we can all enjoy our beautiful piece of paradise here in OV.
I am not in favor of paving over our north field for Pickleball or anything else it's the last beautiful Green space left in OV and I along with my neighbors will be directly effected.
When I want to play golf I go outside of OV to play and no problem…so why can't others do the same Jaycee Park is less than mile away!
Cecilia Dutcher
Sent from the all new AOL app for iOS

31. Lauraine Easton



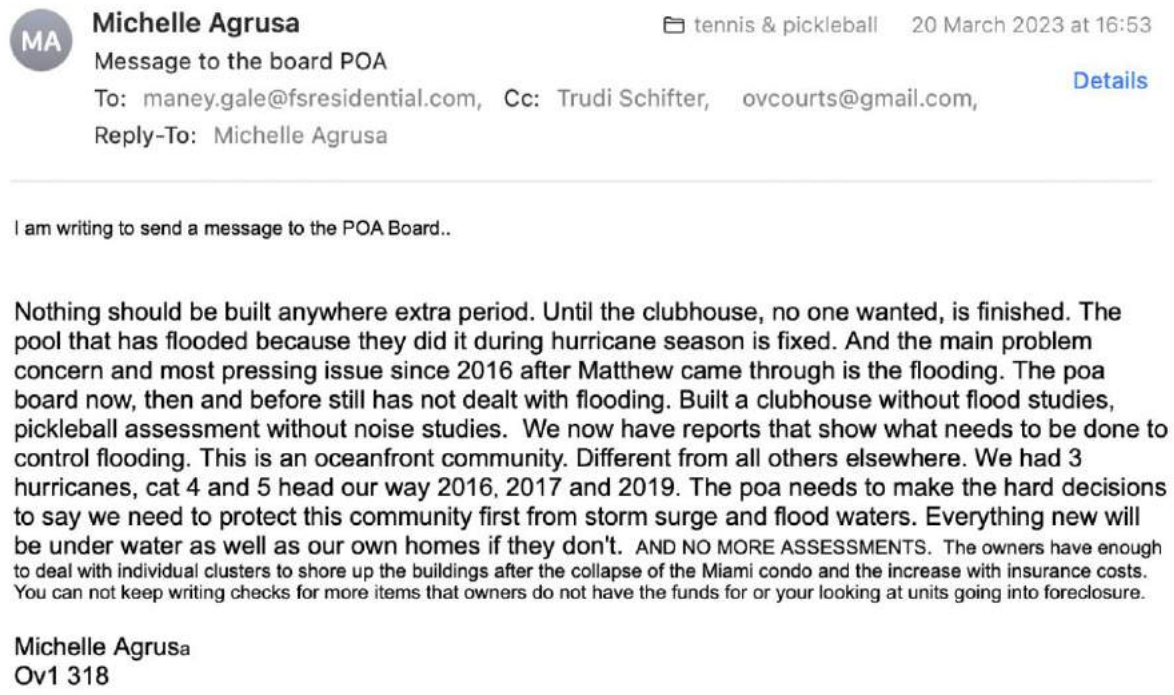
Have you seen this?
Let's support this and not additional courts at OV

32. Sally Michalski



33. John Michalski- see above

34. Molly Chrulski- personal meeting
35. Michael Agrusa



Michelle Agrusa tennis & pickleball 20 March 2023 at 16:53
Message to the board POA
To: maney.gale@fsresidential.com, Cc: Trudi Schifter, ovcourts@gmail.com,
Reply-To: Michelle Agrusa
Details

I am writing to send a message to the POA Board..

Nothing should be built anywhere extra period. Until the clubhouse, no one wanted, is finished. The pool that has flooded because they did it during hurricane season is fixed. And the main problem concern and most pressing issue since 2016 after Matthew came through is the flooding. The poa board now, then and before still has not dealt with flooding. Built a clubhouse without flood studies, pickleball assessment without noise studies. We now have reports that show what needs to be done to control flooding. This is an oceanfront community. Different from all others elsewhere. We had 3 hurricanes, cat 4 and 5 head our way 2016, 2017 and 2019. The poa needs to make the hard decisions to say we need to protect this community first from storm surge and flood waters. Everything new will be under water as well as our own homes if they don't. AND NO MORE ASSESSMENTS. The owners have enough to deal with individual clusters to shore up the buildings after the collapse of the Miami condo and the increase with insurance costs. You can not keep writing checks for more items that owners do not have the funds for or your looking at units going into foreclosure.

Michelle Agrusa
Ov1 318

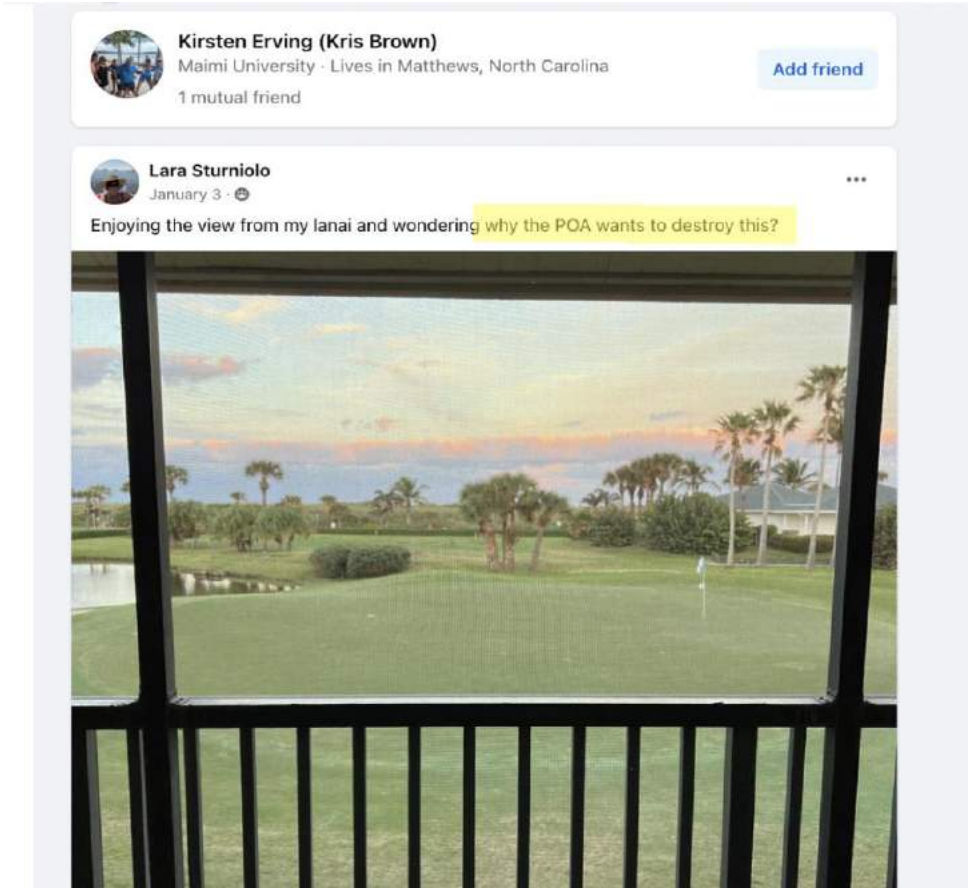
36. Lara Sturniolo



Lara Sturniolo
Re: Ocean Village Important Notice
To: Trudi Schifter

Hello Trudi,
Please add Lara and Jim Sturniolo to the list of owners opposed.
Thanks

Lara Sturniolo
Bookkeeper
325 West Main Street, Babylon, NY 11702
d 631.761.7366
lsturniolo@gpinet.com | www.gpinet.com



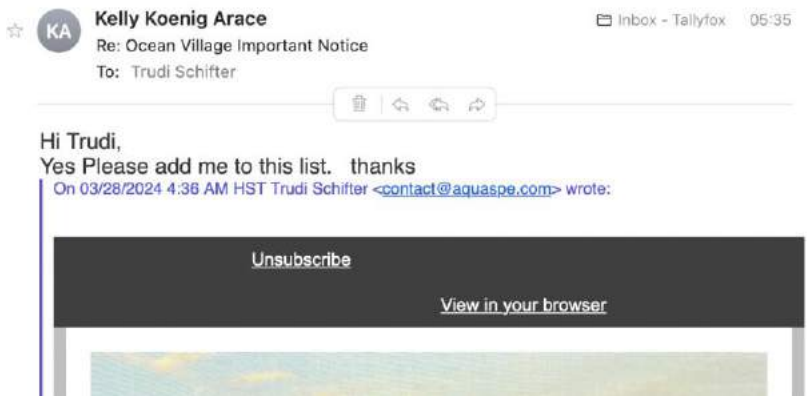
37. Jim Sturniolo- see above
38. Joyce Steward

JS **Joyce Steward** 22:33
Re: Ocean Village Important Notice
To: Trudi Schifter

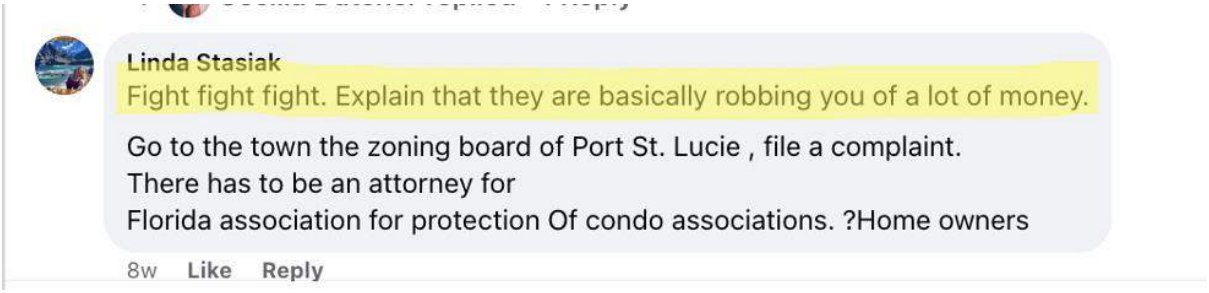
Thank you for your attention to the pickleball situation in Ocean Village. I am deeply concerned about the pickleball installation of courts on the north field and the proposed Bleachers to be installed in that open space area . I have been an owner since 1987 and now have 4 generations able to enjoy visits to Ocean Village. I am disturbed by the method of force and push some of the BOD members have put their pet projects through to satisfy their whims. I see so many press articles that warn communities about the negative noise issues and the unattractiveness that comes with this sport. I have not been and will not be in favor of this proposed project being installed on the north green space.
I will send my position and thoughts to the appropriate officials at City of Ft Pierce.
I am not able to personally attend the hearing on April 15 at 5:00 p.m. If there is a Zoom available for attendance at the hearing, I will be present by that means and will express my concern.

Joyce Steward
Ocean Villas III, unit 1116

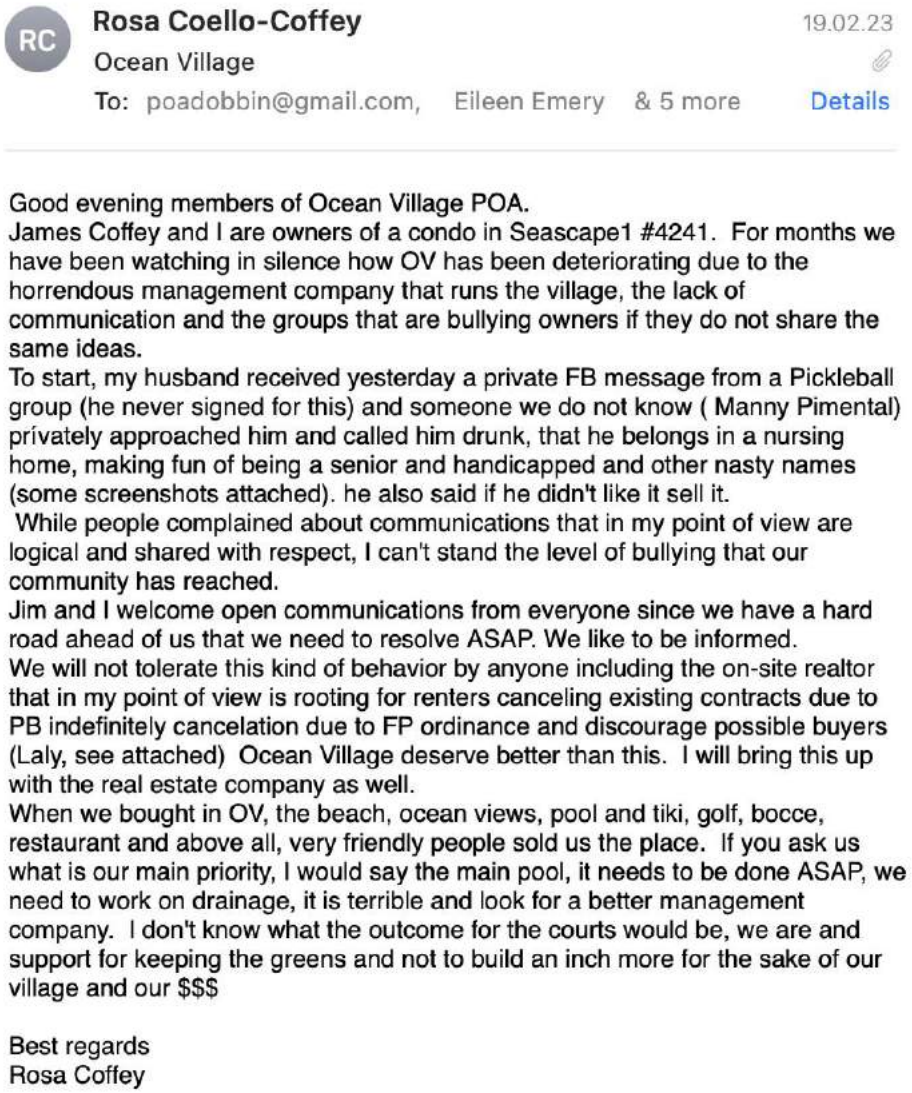
39. Kelly Koenig Arace



40. Linda Stasiak



41. Rosa Coffey



Rosa Coello-Coffey 19.02.23
Ocean Village
To: poadobbin@gmail.com, Eileen Emery & 5 more Details

Good evening members of Ocean Village POA.
James Coffey and I are owners of a condo in Seascape1 #4241. For months we have been watching in silence how OV has been deteriorating due to the horrendous management company that runs the village, the lack of communication and the groups that are bullying owners if they do not share the same ideas.
To start, my husband received yesterday a private FB message from a Pickleball group (he never signed for this) and someone we do not know (Manny Pimental) privately approached him and called him drunk, that he belongs in a nursing home, making fun of being a senior and handicapped and other nasty names (some screenshots attached). he also said if he didn't like it sell it.
While people complained about communications that in my point of view are logical and shared with respect, I can't stand the level of bullying that our community has reached.
Jim and I welcome open communications from everyone since we have a hard road ahead of us that we need to resolve ASAP. We like to be informed.
We will not tolerate this kind of behavior by anyone including the on-site realtor that in my point of view is rooting for renters canceling existing contracts due to PB indefinitely cancelation due to FP ordinance and discourage possible buyers (Laly, see attached) Ocean Village deserve better than this. I will bring this up with the real estate company as well.
When we bought in OV, the beach, ocean views, pool and tiki, golf, bocce, restaurant and above all, very friendly people sold us the place. If you ask us what is our main priority, I would say the main pool, it needs to be done ASAP, we need to work on drainage, it is terrible and look for a better management company. I don't know what the outcome for the courts would be, we are and support for keeping the greens and not to build an inch more for the sake of our village and our $$$

Best regards
Rosa Coffey

42. James Coffey

JC **James Coffey** Inbox - Aquaspe 00:40
(No Subject)
To: Rosa Coello-Coffey, Trudi Schifter

Siri Found a Contact
James Coffey
james.coffey1960@gmail.com
Add

Trudy,
Our name is James and Rosa Coffey and we am the owners of Seascape 4241 and Catamaran 7542. and I am 100% against any addition of seating, by using The North Field or using any green space that is much needed for drainage and open space. We do not need a spectator area for the small
Minority who play pickleball. This is about owners that pay the bills and take the risk of ownership not one single tenant regardless of long term or short term has anything to do with this. The board which I assume includes you have made and continue to make horrible very costly decisions. Ocean Village Cannot take care of what we have so why in Gods Name would anyone with and reasonable mind want more of anything that isn't going to be taken care of. It's now over 18 months since the pool destruction by a terrible board decision. This MUST be repaired and any monies we as owners need to be diverted to the pool and drainage and flooding issues. No money should be spent on pickleball or should the N Field be used in anyway other than what is now and has been for decades.

James H Coffey
904-887-3402

43. Joanne Oakes

JO **Joanne Oakes** 17:53
Re: Ocean Village Important Notice
To: Trudi Schifter

Add me to the list and I wrote to the Ft Pierce board. Thank you
Joanne

Sent from my iPhone

44. Carol Frazee

CF **Carol Frazee**
Re: Ocean Village Important Notice
To: Trudi Schifter

George and Carol Frazeee (CAT II 7153 -original owners from 1980) strongly oppose the construction of the proposed pickle ball courts !!!!

(if you need more info or signatures, please let us know. Thank you for working against this construction that will be very noisy -all day- when in use! We had tennis courts used as pickle ball courts just south of the CAT II parking area. It was very noisy, congested and " our" parking lots were overused.

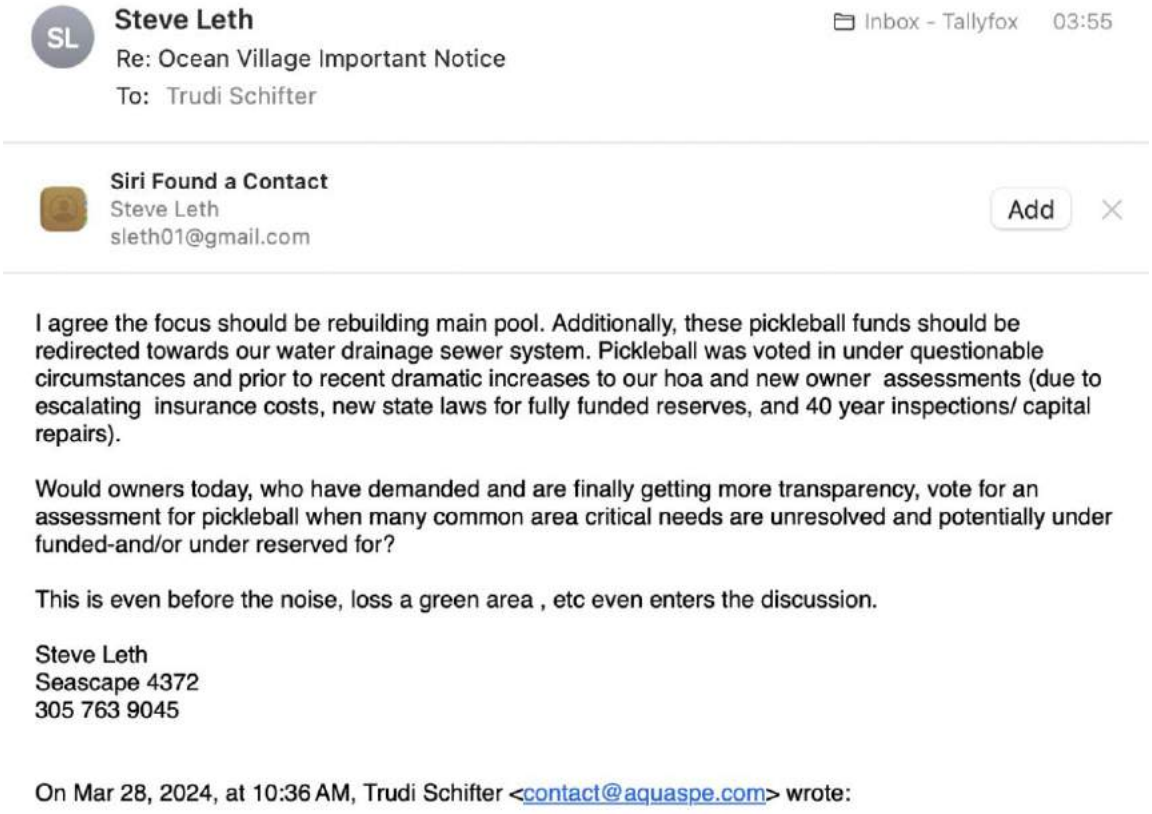
45. Chuck Falkenberg



Chuck Falkenberg Sr
Pickleball opposition
To: Trudi Schifter

Trudi
Please include Chuck and Judy Falkenberg as opposed. We own Capstan 523.
Chuck

46. Judy Falkenburg- see above
47. Steve Leth



Steve Leth Inbox - Tallyfox 03:55
Re: Ocean Village Important Notice
To: Trudi Schifter

Siri Found a Contact
Steve Leth
sleth01@gmail.com
Add

I agree the focus should be rebuilding main pool. Additionally, these pickleball funds should be redirected towards our water drainage sewer system. Pickleball was voted in under questionable circumstances and prior to recent dramatic increases to our hoa and new owner assessments (due to escalating insurance costs, new state laws for fully funded reserves, and 40 year inspections/ capital repairs).

Would owners today, who have demanded and are finally getting more transparency, vote for an assessment for pickleball when many common area critical needs are unresolved and potentially under funded-and/or under reserved for?

This is even before the noise, loss a green area , etc even enters the discussion.

Steve Leth
Seascape 4372
305 763 9045

On Mar 28, 2024, at 10:36 AM, Trudi Schifter <contact@aquaspe.com> wrote:

48. Laurie Ryan

LR **Laurie Ryan** tennis & pickleball 10 March 2023 at 14:56

North field and other

To: ovcourts@gmail.com, Bcc: Trudi Schifter Details

I have read all flooding and noise reports as well as legal documents regarding owners' rights. Common sense needs to prevail.

Construction of courts on the North Field not only goes against the reports but would be absolutely irresponsible, selfish and probably illegal. The noise study is not an option, it is an ordinance.

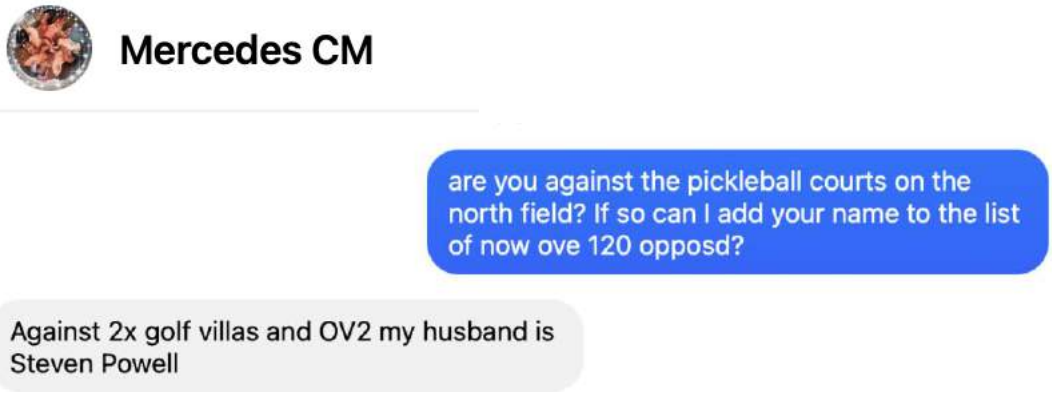
We flood like crazy. The noise of pickleball is just insane. Building any type of sound barrier is ridiculously insensitive for folks whose view will be ruined. There's a pond right there and runoff would end up in the water.

I purchased in Capstan because it was close enough to activities but far enough as to not see them or hear them.

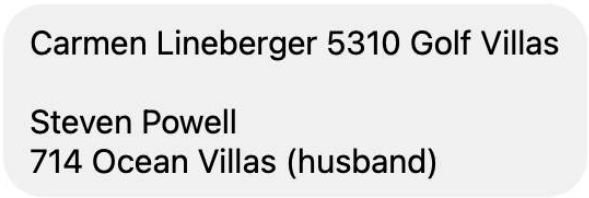
The fact that some folks could care less about others' quality of life is awful.

Laurie Ryan

49. Carmen Lineberger (Mercedes CM)



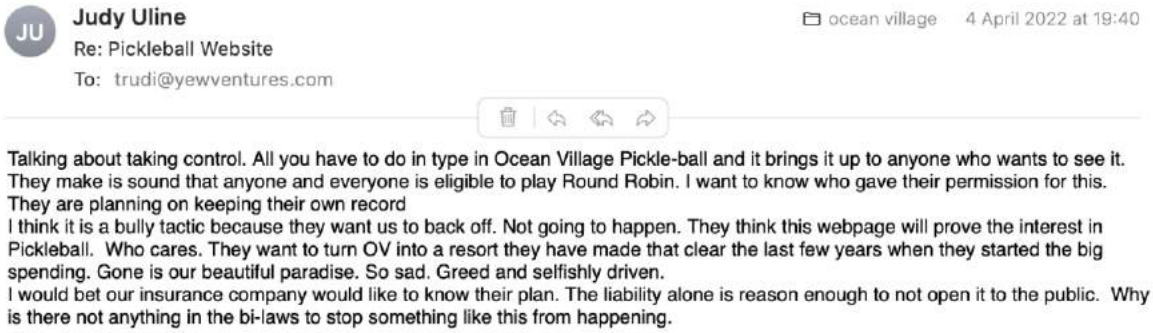
50. Steven Powell



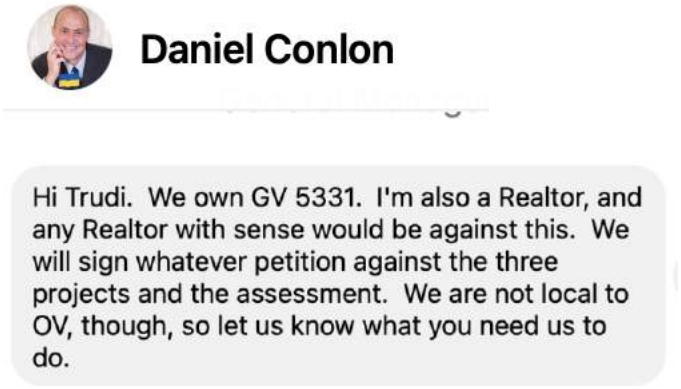
51. Cindy Aaron



52. Judy Uline- emails, social media

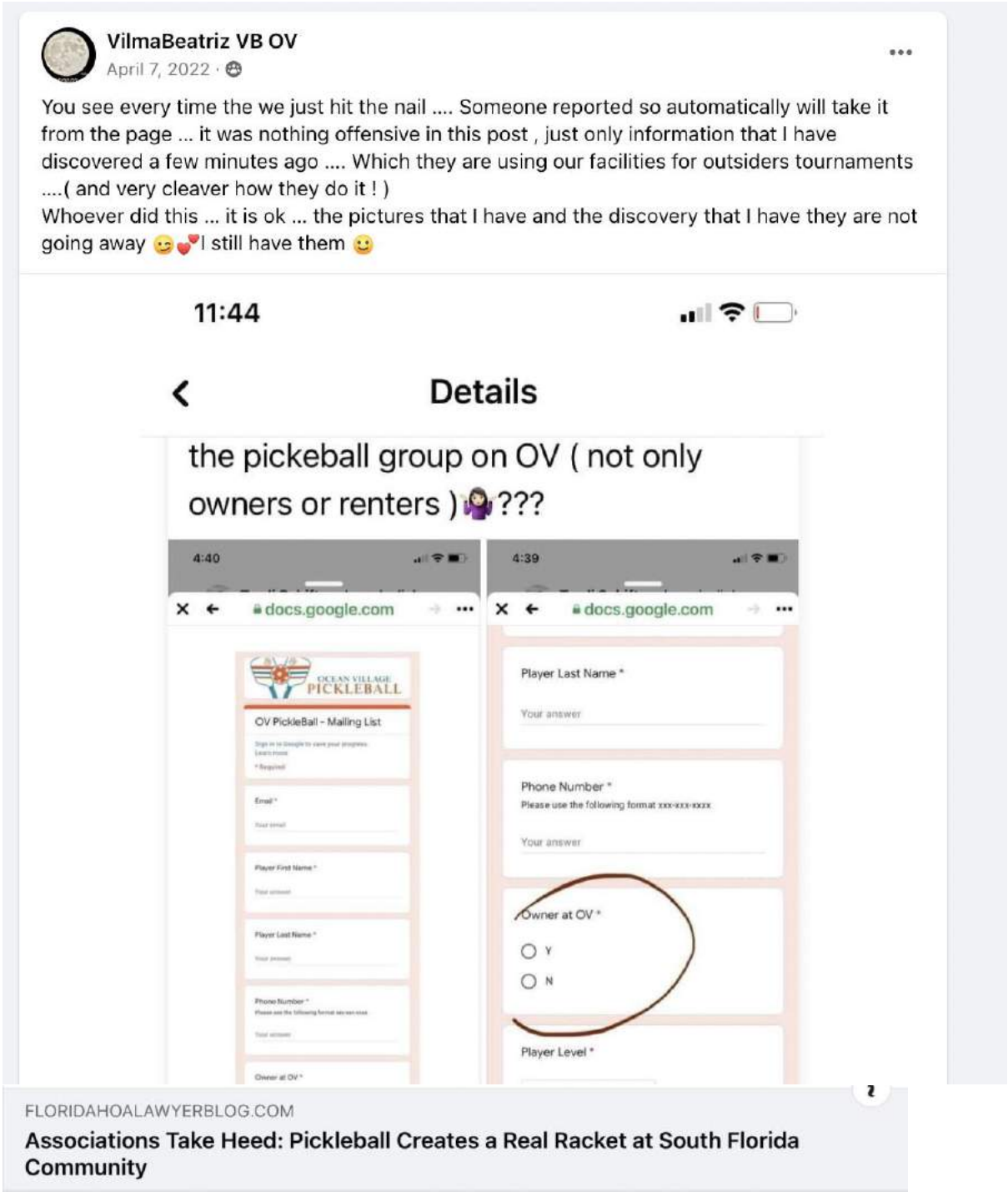


53. Dan Conlon



54. Vilma Kovar- numerous posts and emails to the board against building these courts

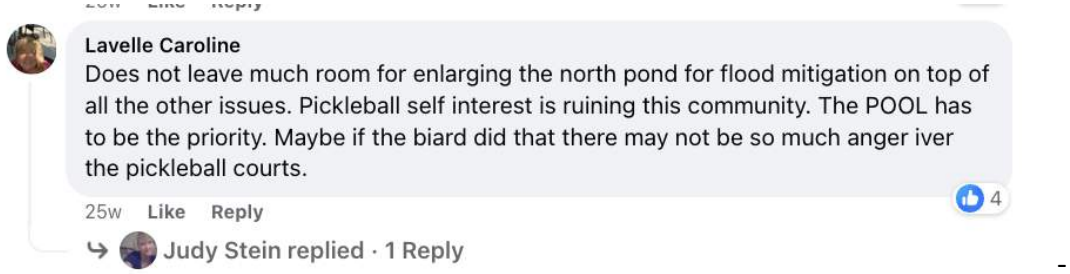



VilmaBeatriz VB OV
April 7, 2022 ·
You see every time the we just hit the nail .... Someone reported so automatically will take it from the page ... it was nothing offensive in this post , just only information that I have discovered a few minutes ago .... Which they are using our facilities for outsiders tournaments ....(and very cleaver how they do it !)
Whoever did this ... it is ok ... the pictures that I have and the discovery that I have they are not going away 😉💞I still have them 😀
11:44
Details
the pickeball group on OV (not only owners or renters)🤷‍♀️???
4:40
4:39
docs.google.com
docs.google.com
OCEAN VILLAGE PICKLEBALL
OV PickleBall - Mailing List
Player Last Name *
Your answer
Phone Number *
Please use the following format xxx-xxx-xxxx
Your answer
Owner at OV *
Y
N
Player Level *
FLORIDAHOALAWYERBLOG.COM
Associations Take Heed: Pickleball Creates a Real Racket at South Florida Community

55. Tom Uline


JU
Judy Uline
17:18
Re: Ocean Village Important Notice
To: Trudi Schifter
Please add us to the petition. We are against building Pickleball Courts being built on the North Field:
Judy and Tom Uline Seascape1 4203
Sent from my iPhone

56. Caroline Lavelle



57. Kirsten Erving in doc



58. Latina Brown- personal meetings with presenter and witness Schifter

59. Victor Herrera –



60. Cynthia Wennekes- emails, personal meeting

CW **Cynthia & Emile Wennekes** US 12 March 2024 at 16:40
Protesting Additional Pickle Ball Courts at Ocean Village Details
To: mbroderick@cityoffortpierce.com, Bcc: Trudi Schifter

Dear Commissioner Broderick,

Warm greetings. We write to you today as property owners (since 1985) to voice our protest relevant to the plans to add a significant number of additional pickle ball courts on the grounds of our beloved Fort Pierce community, Ocean Village.

Sport is an important part of a healthy life style, as are rest, relaxation, and the avoidance of stress. *Noise* is recognized as a major factor of modern day stress, and it is the unresolved noise challenge relevant to pickle ball which inspires us to write to you today.

We are against any addition of courts so close to residences within our community, most certainly on the unique piece of green space as designated. What a horrific idea, to enclose this precious piece of property with 14 foot vinyl covered fences, all the while knowing that the noise aspect of this particular sport will, nonetheless, remain unresolved from sunrise to past sunset.

We are distressed, even horrified at the false and incorrect statements and reports presented (dated February 12, 2024) to our City by "representatives" of our community, determined to get their way despite so many who join us in dissidence.

Please afford ample attention to the Exhibits submitted by our OV neighbors relevant to this situation.

Our sincere thanks for recently not only halting the constant noise pollution of pickle ball at Ocean Village, but also having the foresight to build such courts at Jaycee Park, just a short bike ride away for all enthusiasts, including those residing at OV.

Despite regularly voicing our significant disagreement with our OV Board of Directors, both past and present, as these plans nevertheless progress, we appeal to you to halt the construction of the additional pickle ball courts as proposed.

We would respectfully request that you read this email at the upcoming hearing as we are at work here in Burgundy, France, and therefore unable to attend in person.

Thank you for your attention.
Sincerely,
Cynthia Wilson and Emile Wennekes
owners at Ocean Village

61. Emil Wennekes- emails personal meeting- co signed email above
62. Greg Smetanka- emails , personal meeting
63. Luann Lefever- OVI board

Please do not build any pickle ball or tennis courts in the north field area.

Thank you for your time and contribution as board members for Ocean Village.

Sincerely,
Luann Lefever, President
Ocean Villas I Board Members
Luann Lefever, President
Ariel Artime, Vice President,
Patti Benson, Secretary
Derek Michel, Treasurer

64. Ariel Artime- OVI board

Please do not build any pickle ball or tennis courts in the north field area.

Thank you for your time and contribution as board members for Ocean Village.

Sincerely,

Ocean Villas I Board Members
Luann Lefever, President
Ariel Artime, Vice President,
Patti Benson, Secretary
Derek Michel, Treasurer

65. Patti Benson- OVI board

Please do not build any pickle ball or tennis courts in the north field area.

Thank you for your time and contribution as board members for Ocean Village.

Sincerely,

Ocean Villas I Board Members
Luann Lefever, President
Ariel Artime, Vice President,
Patti Benson, Secretary
Derek Michel, Treasurer

66. Derek Michel- OVI board

Please do not build any pickle ball or tennis courts in the north field area.

Thank you for your time and contribution as board members for Ocean Village.

Sincerely,

Ocean Villas I Board Members
Luann Lefever, President
Ariel Artime, Vice President,
Patti Benson, Secretary
Derek Michel, Treasurer

67. Michael Stephens-

M **Mike@fbaenterprise.com** Inbox - Tallyfox 12:23
Re: Ocean Village Important Notice
To: Trudi Schifter

Hey Trudi – Hope all is well - Please add me to the list if I'm not already. I sent an email to the commissioners and mayor a few weeks ago when you first sent out the info. I copied you on that email.
All the best,
Mike

Michael Stephens
407.761.2856

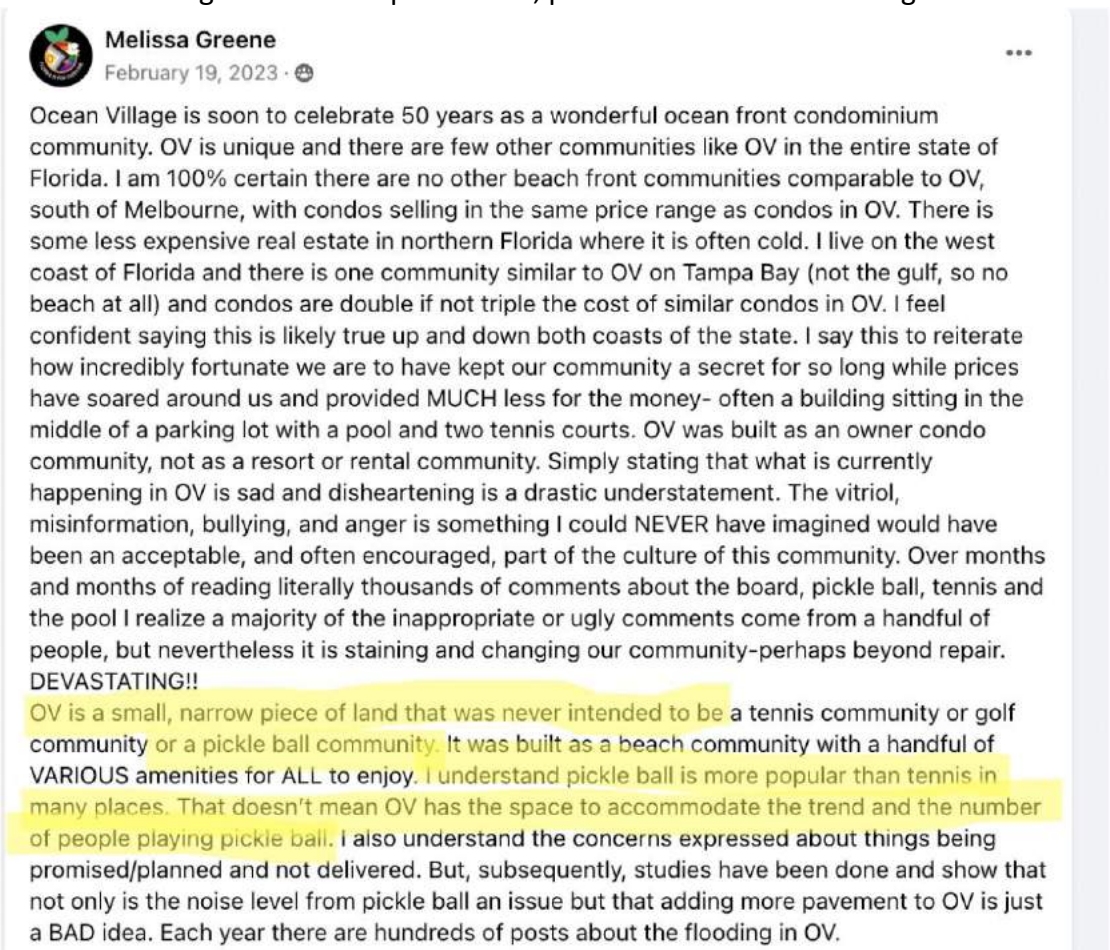
68. Diane Dolan Linde



Dianne Dolan-Linde
February 5, 2023 ·

THE FUTURE OF OV IS AT RISK!
We've been going to OV since 1987 and love it. It's very hard to follow all the posts & everything that is going on when you are not there full time.
We are making an effort to read everything & get involved for the sake of this beautiful community. I signed the petition without being informed of the final Albrecht report. Now that I have read the flood report I don't think any additional building should be done. If you agree please email the board now. We are short 6 acres of green space to store water in order to mitigate our flooding. We should not build on the north field, it is needed to store water, and we save $400,000 that can be used for the pool and flood mitigation.
I raised my kids going on vacations there & now we go with our kids & grandchildren. I play pickleball 5 days a week so I completely get the love of the sport. I also know that it is loud and if is to continue in OV without aggravating our neighbors low noise equipment needs to be required. Personally I would have no problem going to Jaycee park to play in the round robins there.

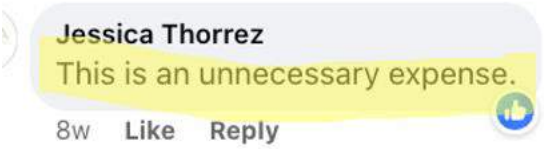
69. Melissa green- several posts on fb, pm to her about the hearing



Melissa Greene
February 19, 2023 ·

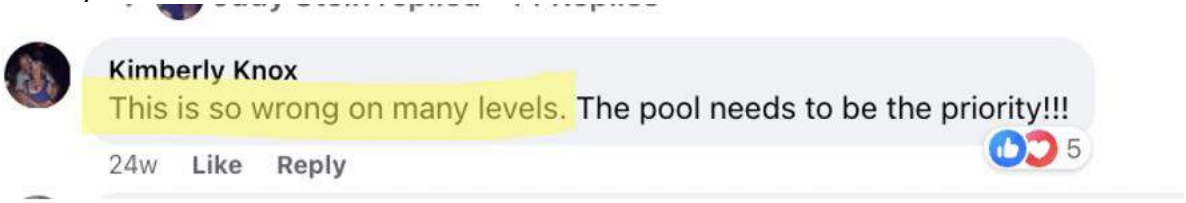
Ocean Village is soon to celebrate 50 years as a wonderful ocean front condominium community. OV is unique and there are few other communities like OV in the entire state of Florida. I am 100% certain there are no other beach front communities comparable to OV, south of Melbourne, with condos selling in the same price range as condos in OV. There is some less expensive real estate in northern Florida where it is often cold. I live on the west coast of Florida and there is one community similar to OV on Tampa Bay (not the gulf, so no beach at all) and condos are double if not triple the cost of similar condos in OV. I feel confident saying this is likely true up and down both coasts of the state. I say this to reiterate how incredibly fortunate we are to have kept our community a secret for so long while prices have soared around us and provided MUCH less for the money- often a building sitting in the middle of a parking lot with a pool and two tennis courts. OV was built as an owner condo community, not as a resort or rental community. Simply stating that what is currently happening in OV is sad and disheartening is a drastic understatement. The vitriol, misinformation, bullying, and anger is something I could NEVER have imagined would have been an acceptable, and often encouraged, part of the culture of this community. Over months and months of reading literally thousands of comments about the board, pickle ball, tennis and the pool I realize a majority of the inappropriate or ugly comments come from a handful of people, but nevertheless it is staining and changing our community-perhaps beyond repair. DEVASTATING!!
OV is a small, narrow piece of land that was never intended to be a tennis community or golf community or a pickle ball community. It was built as a beach community with a handful of VARIOUS amenities for ALL to enjoy. I understand pickle ball is more popular than tennis in many places. That doesn't mean OV has the space to accommodate the trend and the number of people playing pickle ball. I also understand the concerns expressed about things being promised/planned and not delivered. But, subsequently, studies have been done and show that not only is the noise level from pickle ball an issue but that adding more pavement to OV is just a BAD idea. Each year there are hundreds of posts about the flooding in OV.

70. Jennifer Visconti- petition, CAPSTAN 225
71. Kurt Wirz- OVI treasurer, email sent re the appeal
72. Jessica Thorrez- facebook comment



Jessica Thorrez
This is an unnecessary expense.
8w Like Reply

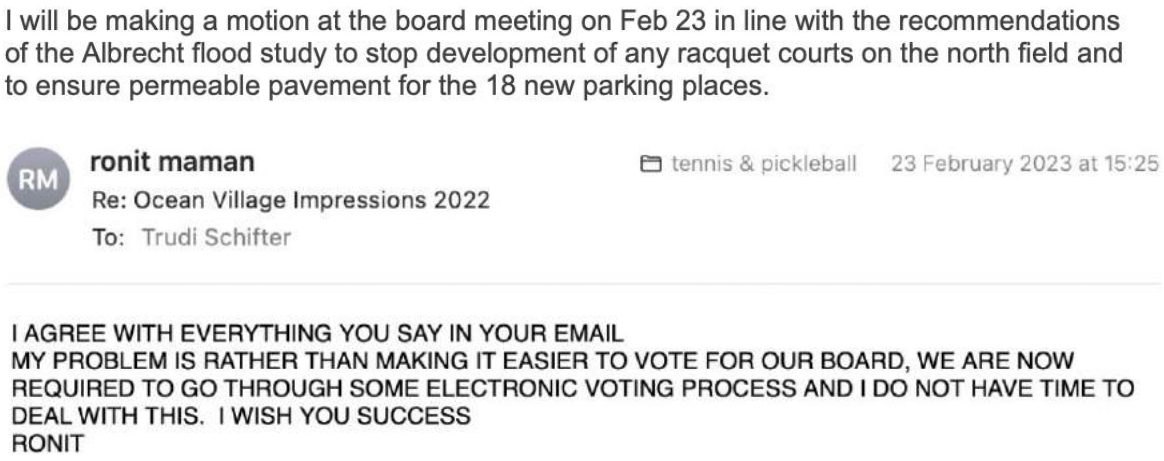
73. Kimberly Knox-



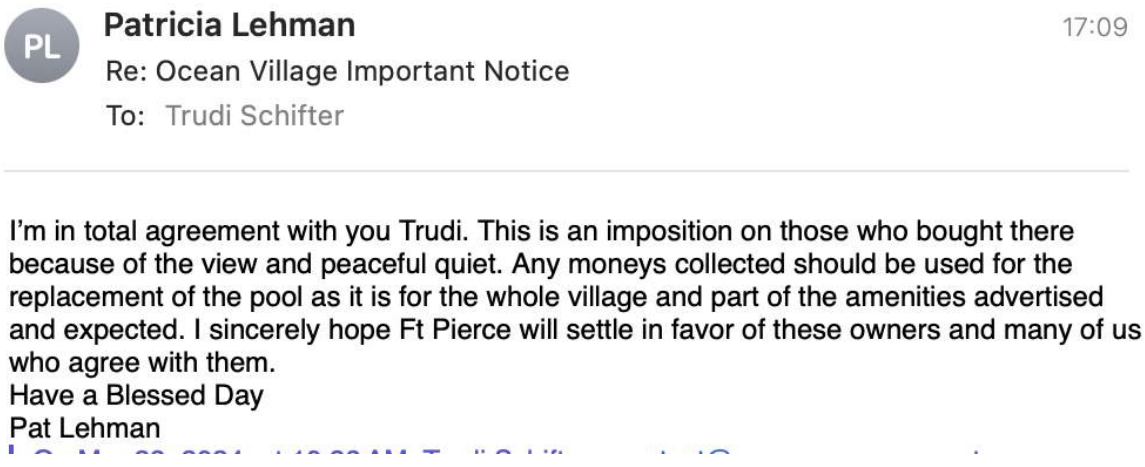
74. Dana Bartley



75. Ronit Maman



76. Patricia Lehman



PL **Patricia Lehman** tennis & pickleball 18 March 2023 at 16:40
Concern over financial and new construction issues
To: Trudi Schifter

POA Board of directors
I request that the POA Board, on behalf of the POA members, reassess moving forward with discretionary construction projects, including tennis and pickleball courts, until such time that our main pool, kiddie pool, hot tub, deck and community center are fully completed and operational and flooding mitigation and noise concerns and testing has been addressed along with probable complaints and law suits that will occur due to noise ordinance laws if pickleball courts are built in NF or other areas close to residents.
There is great uncertainty about the possibility of owners having to pay an additional assessment. This at a time when cluster assessments to fix and protect infrastructure have grown, taxes are greater, the cost of living has swelled, inflation continues to rise, there is a possibility of a recession ahead, the Federal Reserve appears poised to increase interest rates even more, homeowner's insurance is at record levels, property value has plummeted and the Florida General Assembly is considering a myriad of costly laws and regulations impacting condominiums and communities like Ocean Village.

It is critically important for the POA Board – the stewards of our finances, the custodians of our investments and the elected leaders charged with the operational business management of Ocean Village within the constraints of sound judgement over public pressure and personal prejudices – to act with restraint and discipline related to discretionary spending."

Patricia Lehman owner
108 Southpointe
Have a Blessed day!!!

77. Janet Surret

JS **Janet Surrett** tennis & pickleball 26 January 2023 at 18:36
Community Centre
To: poadobbin@gmail.com, Eileen Emery, R_A Gillis, Betsy Murray & 3 more Details

Good morning, Board of Directors: I am sorry to send this so late, but I hope you will take time to read it! I have been writing it all week, but did not want to sound as if I am complaining, nor cranky, nor critical, because I feel none of those things.

This new community social area will be permanent for 40 or more years; Let's be sure it is right for EVERYONE to enjoy. I will not be around for the next revamping, I play neither tennis nor pickleball; I have no bias. But I do shudder at the thought of the possible uses of our wonderful green space going 'poof' and being lost forever.
I appreciate all of the time and effort you put into maintaining our 'Paradise' AS a paradise. Thank you for reading my thoughts. Janet Surrett Tr (BT2-6323)

78. Holly Frisk

HF **HOLLY FRISK** 15:09
Re: Ocean Village Important Notice
To: Trudi Schifter

I do not want courts in the North fields. My parents James and Patsy Passarelli in Coral Clusters also do not want courts in the North Field.

From: Trudi Schifter <contact@aquaspe.com>
Sent: Thursday, March 28, 2024 10:36 AM
To: Holly Frisk <rubyfrescario@msn.com>
Subject: Ocean Village Important Notice

Unsubscribe

79. James Passarelli- see above
80. Patsy Passarelli- see above
81. Kay Vanhaasteren- attest from Hallie Pals

HP **hallie pals**
Petition
To: Trudi Schifter

Please add my name to a list of those opposed to development of north field.
Thankyou,
Kay vanhaasteren
C 232

82. Susan Mills

SM **Susan Mills** US 23 March 2024 at 13:56
Re: Final version & thoughts
To: Trudi Schifter

Yes. Add my name.

On Saturday, March 23, 2024 at 08:41:12 AM EDT, AquaSPE <trudi@aquaspe.com> wrote:

Hi Susan,

I am adding more names to the list against with evidence of comments, may I add you now?

83. Joan Cantley

JC **Joan Cantley** 29.11.21
Re: Petition on fees and pickleball
To: Trudi Schifter

We all tried to stop the pickleball but the boards mind was made up. When the vote came, there were no "nays". Have to get a new board! Ha! Ha!

Sent from my iPhone

84. Aido Burga

AB **aldo burga** 15:42
Re: Ocean Village Important Notice
To: Trudi Schifter

Hi Trudi!
Yes I agree with your email. Please add me.
Best,

Aldo Burga
USPTA IPTPA, and CRSE Certified

85. Richard Cristoff

N **nora_c_99@yahoo.com** 15:42
Re: Ocean Village Important Notice
To: Trudi Schifter

Please add our names to your list. Richard & Nora Christoff
Also, I was in the process of emailing the city officers but only could find three email addresses. Could you please forward all the email addresses that I should voice our concerns.
Thank you 😊

86. Nora Cristoff- see above
87. Amy Zalinsky

AZ **Amy Zalinsky** Inbox - Aquaspe 00:38
Re: Ocean Village Important Notice
To: Trudi Schifter

Absolutely opposed to building the Pickleball courts in the northeast field.

Parking and event plan for CC is misguided. CC is not being used only for OV gatherings and complete and total misrepresentation.

~Amy Zalinsky
Capstan 726

88. Carmen Schneider

CS **carmen schneider**
Re: Ocean Village Important Notice
To: contact@aquaspe.com,
Reply-To: carmen schneider

Hi yes Pl add me to the list
I willbe there the 15th
Where exactly will tos be ?

Yahoo Mail: Search, Organize, Conquer

89. Ernie Curinga

EC **Ernie Curinga** Inbox - Tallyfox 15:42
Re: Ocean Village Important Notice
To: Trudi Schifter

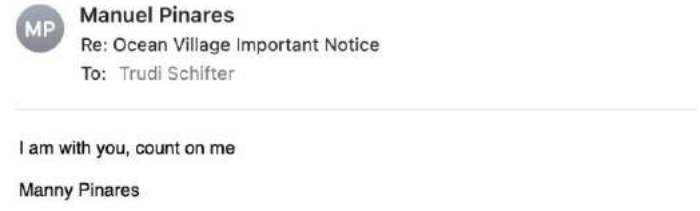
I oppose the construction

Sent from the all new AOL app for iOS

On Thursday, March 28, 2024, 10:36 AM, Trudi Schifter <contact@aquaspe.com> wrote:



90. Manueal Pinares

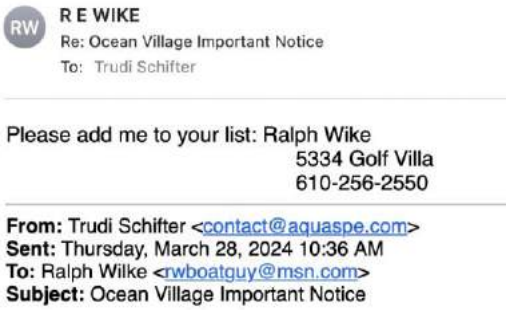


Manuel Pinares
Re: Ocean Village Important Notice
To: Trudi Schifter

I am with you, count on me

Manny Pinares

91. Ralph Wike

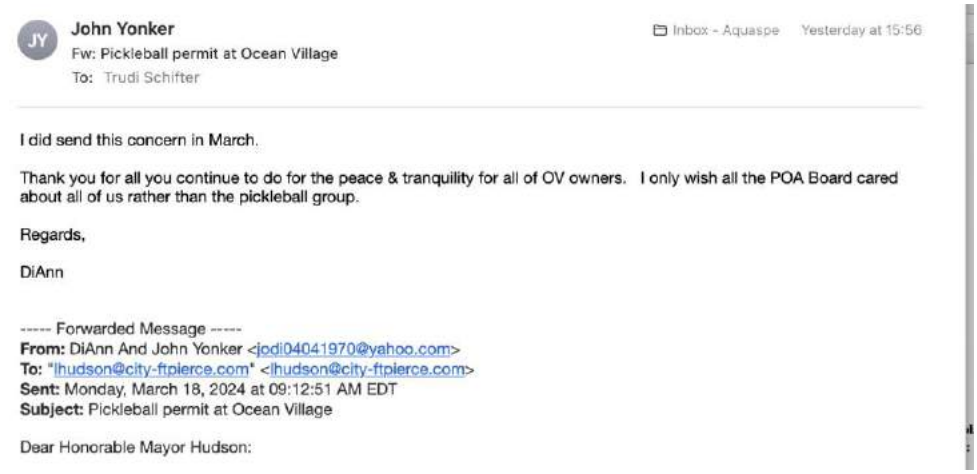


R E WIKE
Re: Ocean Village Important Notice
To: Trudi Schifter

Please add me to your list: Ralph Wike
5334 Golf Villa
610-256-2550

From: Trudi Schifter <contact@aquaspe.com>
Sent: Thursday, March 28, 2024 10:36 AM
To: Ralph Wilke <rwboatguy@msn.com>
Subject: Ocean Village Important Notice

92. John and DiAnn Yonker



John Yonker
Fw: Pickleball permit at Ocean Village
To: Trudi Schifter
Inbox - Aquaspe Yesterday at 15:56

I did send this concern in March.

Thank you for all you continue to do for the peace & tranquility for all of OV owners. I only wish all the POA Board cared about all of us rather than the pickleball group.

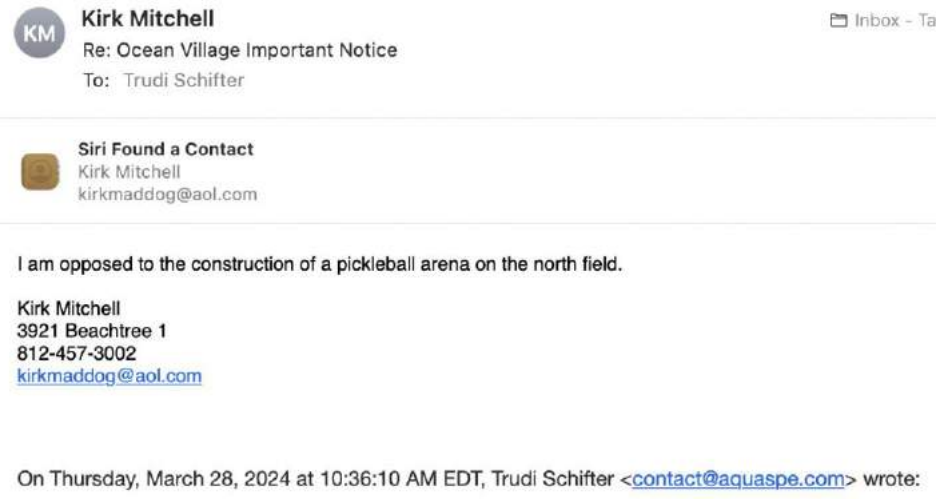
Regards,

DiAnn

----- Forwarded Message -----
From: DiAnn And John Yonker <jodi04041970@yahoo.com>
To: "lhudson@city-ftpierce.com" <lhudson@city-ftpierce.com>
Sent: Monday, March 18, 2024 at 09:12:51 AM EDT
Subject: Pickleball permit at Ocean Village

Dear Honorable Mayor Hudson:

93. Kirk Mitchell



Kirk Mitchell
Re: Ocean Village Important Notice
To: Trudi Schifter
Inbox - Ta

Siri Found a Contact
Kirk Mitchell
kirkmaddog@aol.com

I am opposed to the construction of a pickleball arena on the north field.

Kirk Mitchell
3921 Beachtree 1
812-457-3002
kirkmaddog@aol.com

On Thursday, March 28, 2024 at 10:36:10 AM EDT, Trudi Schifter <contact@aquaspe.com> wrote:

94. Debbie Miceli



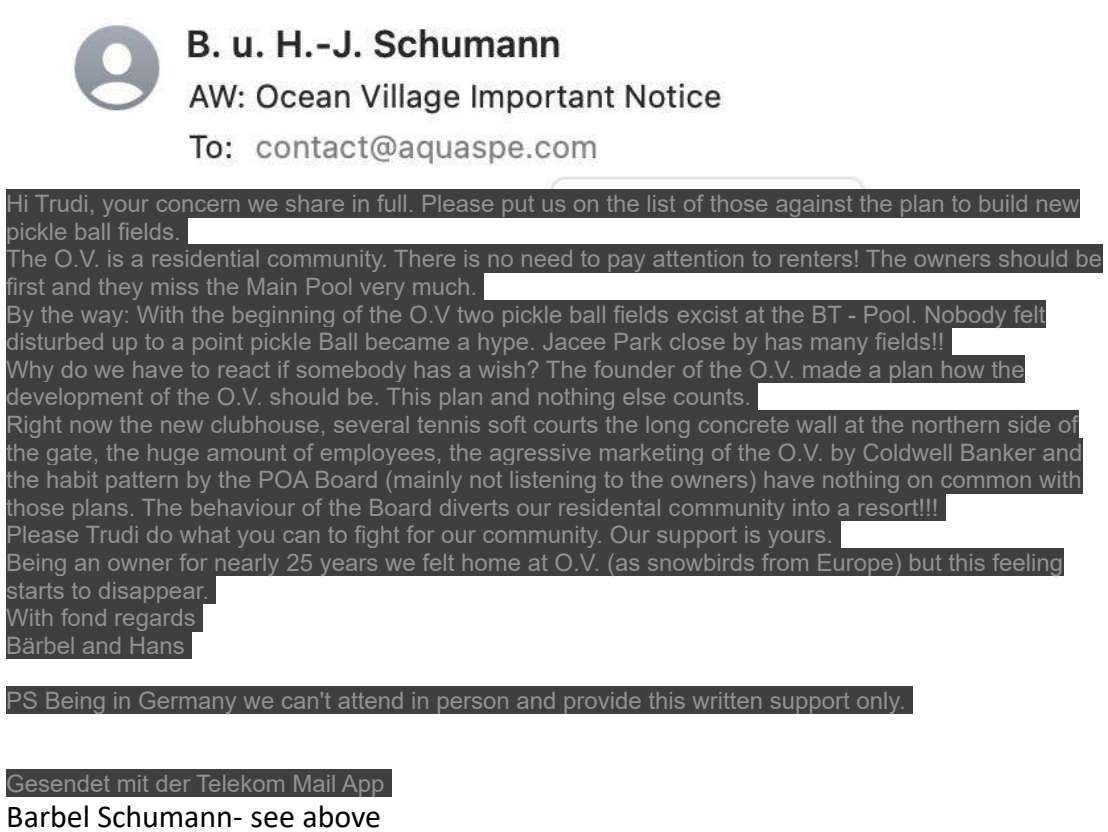
sasha
Re: Ocean Village Important Notice
To: Trudi Schifter

Inbox - Tallyfox 22:

Please add my name to the list of people who are apposed to the new pickle ball courts.
Debbie Miceli

On Thursday, March 28, 2024 at 10:36:09 AM EDT, Trudi Schifter <contact@aquaspe.com> wrote:

95. Hans Schumann-



B. u. H.-J. Schumann
AW: Ocean Village Important Notice
To: contact@aquaspe.com

Hi Trudi, your concern we share in full. Please put us on the list of those against the plan to build new pickle ball fields.
The O.V. is a residential community. There is no need to pay attention to renters! The owners should be first and they miss the Main Pool very much.
By the way: With the beginning of the O.V two pickle ball fields excist at the BT - Pool. Nobody felt disturbed up to a point pickle Ball became a hype. Jacee Park close by has many fields!!
Why do we have to react if somebody has a wish? The founder of the O.V. made a plan how the development of the O.V. should be. This plan and nothing else counts.
Right now the new clubhouse, several tennis soft courts the long concrete wall at the northern side of the gate, the huge amount of employees, the agressive marketing of the O.V. by Coldwell Banker and the habit pattern by the POA Board (mainly not listening to the owners) have nothing on common with those plans. The behaviour of the Board diverts our residental community into a resort!!!
Please Trudi do what you can to fight for our community. Our support is yours.
Being an owner for nearly 25 years we felt home at O.V. (as snowbirds from Europe) but this feeling starts to disappear.
With fond regards
Bärbel and Hans

PS Being in Germany we can't attend in person and provide this written support only.

Gesendet mit der Telekom Mail App

96. Barbel Schumann- see above
97. Richard Middleton



Richard Middleton
Pickleball courts on North Field
To: Trudi Schifter

Trudi,

We are **not** in favor of pickleball courts on north field!

Richard and Patricia Middleton BTI3932

98. Patricia Middleton- see above
99. Micheal Barone

MB **Michael Barone** 18:03
Re: Ocean Village Important Notice
To: Trudi Schifter

Hi Trudi,

We appreciate your initiative with respect to this matter. Please add us to the list (Michael and Jean Barone, Capstan 613).

Don't know if you are a tennis player, but I become angry every time I am at the Community Center and see that court right behind the building. It would have been perfect as a nice area to congregate and relax, and would have extended the functionality of the CC. I am a full time resident and observe mostly empty courts about 80% of the year. Just venting !

Sent from my iPad

100. Jean Barone- see above
101. Steve Gory

SG **Steve Gory** 17:44
Fwd: Ocean Village Important Notice
To: Trudi Schifter

Hello Trudi

I own in Ocean Villas #1
Unit #317. This will be in our backyard right behind hole #9. Totally disagree with it's placement.

Thx

Steve

Sent from my iPhone

102. Steve Smith

CS **carol smith** Inbox - Tallyfox Yesterday at 15:59
Re: Ocean Village Important Notice
To: Trudi Schifter

Please add us to the list of owners who oppose the construction of the pickleball courts and related structures/spaces on the north field.

Steve and Carol Smith
Beachtree II #6413

103. Carol Smith- see above
104. Ursula Busch

UB **Ursula Busch** Inbox - Tallyfox Yesterday at 16:42
Re: Ocean Village Important Notice
To: Trudi Schifter

Dear Trudy,

Thank you for your email. I have always been against the building of pickleball courts on our green space but as of 4/17/24, I will no longer have a voice. After owning a very beautiful CATII apartment for 44 years, I had to sell it for various reasons. Because of the total mess that OV has become, my condo, top floor, end unit, panoramic ocean view, sold for much less than it is worth. At my age, I did not have the luxury to wait until OV's many issues were resolved.

I will miss my friends, my activities, the ocean, and the peaceful atmosphere of the Ocean Village we once knew.

Wishing you the very best in your endeavors on behalf of the people of OV.

Sincerely,
Ursula Busch

On Thursday, March 28, 2024 at 10:36:10 AM EDT, Trudi Schifter <contact@aquaspe.com> wrote:

105. Penny Estrada

PD **penny de estrada** Inbox - Aquaspe Yeste
Pickleball on North Field
To: Trudi Schifter

Please put my name on the list of owners opposed to ruining the only piece of non golf course grass left in the club.

Penny C. de Estrada
Unit V 312

106. Ken French

KF **K F** 21:51
Re: Ocean Village Important Notice
To: Trudi Schifter

Thank you for your continued vigilance. My concern is the fact that others will be impacted by the noise from these pickle ball courts. It will not be a problem for us because we are far enough away, but we need to stand up for those who will have to deal with this noise. I do not know what the best course of action is, but let's find a solution before proceeding and not build something that will be shut down after it is built.

Thank you,

Ken French
BT1 3943
On Thursday, March 28, 2024 at 03:52:47 PM EDT, trudi@tallyfox.me

107. Wanda Cristali

WC **Wanda Cristali** 21:49
Re: Ocean Village Important Notice
To: Trudi Schifter

Hi Trudi, thank you for your note.
We are definitely opposing the construction of the pickleball arena on the north field, so please add our names on the opposition group list.
Roman and Wanda Cristali apt. 4292
All the best,
Wanda

On Thu, Mar 28, 2024 at 10:36 AM Trudi Schifter <contact@aquaspe.com> wrote:

108. Roman Cristali – see above

109. William Dempsey

WD **William Dempsey** 17:14
Re: Ocean Village Important Notice
To: Trudi Schifter

I, WILLIAM DEMPSEY owner of Capstan condo unit 731 am adamantly opposed to the Construction of pickleball courts in the North Field area.

Reds WILLIAM DEMPSEY

110. Sergio Alvarez

SA **Sergio M. Alvarez**
Re: Ocean Village Important Notice
To: Trudi Schifter

Hello Trudi, put us down.
Sergio and Jessica
Thank you

Sent from Sergio M. Alvarez' iPhone□□

111. Jessica Alvarez – see above

112. Lori Breen

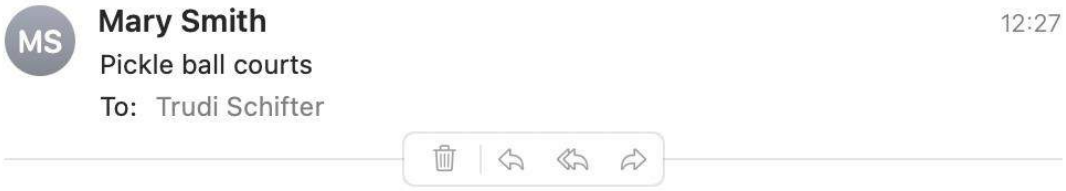


kk Inbox - Tallyfox 15:39
Re: Ocean Village Important Notice
To: Trudi Schifter

Hi Trudi,
Yes, I am opposed to this construction. Please add me to the list. Unfortunately, I will be in PA at this time, so I will be unable to attend the meeting. I will, however, send emails to the commissioners and mayor. Thanks for what you continue to do.

Lori Breen

113. Mary Smith-



Mary Smith 12:27
Pickle ball courts
To: Trudi Schifter

Trudy, Jim and I do not want to see any developments in the north lot. We own capstan 222 thank you for all do in trying to keep this space green.
Mary and Jim Smith
Mary Smith C222

114. Jim Smith



Jim Smith 18:59
Pickle Ball email
To: Trudi Schifter

Hi Trudy,

My name is Jim Smith. My wife, Mary and I own a condo in the Capstan 200 building. Please add our email address to your mailing list. We are opposed to developing the north field into a pickleball arena. We play pickleball and would like to have courts in OV but, not there.

Best,

Jim

115. Ed Reinhardt



Ed Reinhardt 13:59
PB Courts
To: contact@aquaspe.com,
Reply-To: Ed Reinhardt

Hello Trudi, my name is Ed Reinhardt and i live in OV Capstain #713. I was forwarded your email with regard to curtail the development of the North Field with PB courts. I wish to be added to this list of those who oppose the Board's actions to follow through with this. Any ifo would be appreciated. Thanks....ED

116. Georges Comas

JORGE 30 March 2024 at 17:26
Re: Ocean Village Important Notice
To: Trudi Schifter, Cc: Cookie Comas
Details

Thank you Trudi for always looking out at the interest of the owners. We love you for this and feel you are our only representative.
This is totally unfair to the owners as the focus now should solely be the reconstruction of the pool which I'm dreading to see what that assessment will be. It's also very unfair that we previously paid an assessment for the pickleball and now could be another one??
Something needs to immediately get done as this type of wreck less management cannot continue!

Thank you again!

Sent from my iPhone

> On Mar 28, 2024, at 10:36 AM, Trudi Schifter <contact@aquaspe.com> wrote:

117. Susan Buche

Susan Buche 30 March 2024 at 11:58
Pickleball Courts
To: Trudi Schifter

Trudi,
I am writing to let you know for the city council meeting on April 15, 2024 that I am opposed to the pickleball courts in Ocean Village in the proposed green space that is in question. The space is too close to existing homes and will definitely present noise problems.
Susan Buche
Capstan 116
Sent from my iPad

118. Gary Linde

Gary Linde Inbox - Tallyf
Re: Ocean Village Important Notice
To: Trudi Schifter

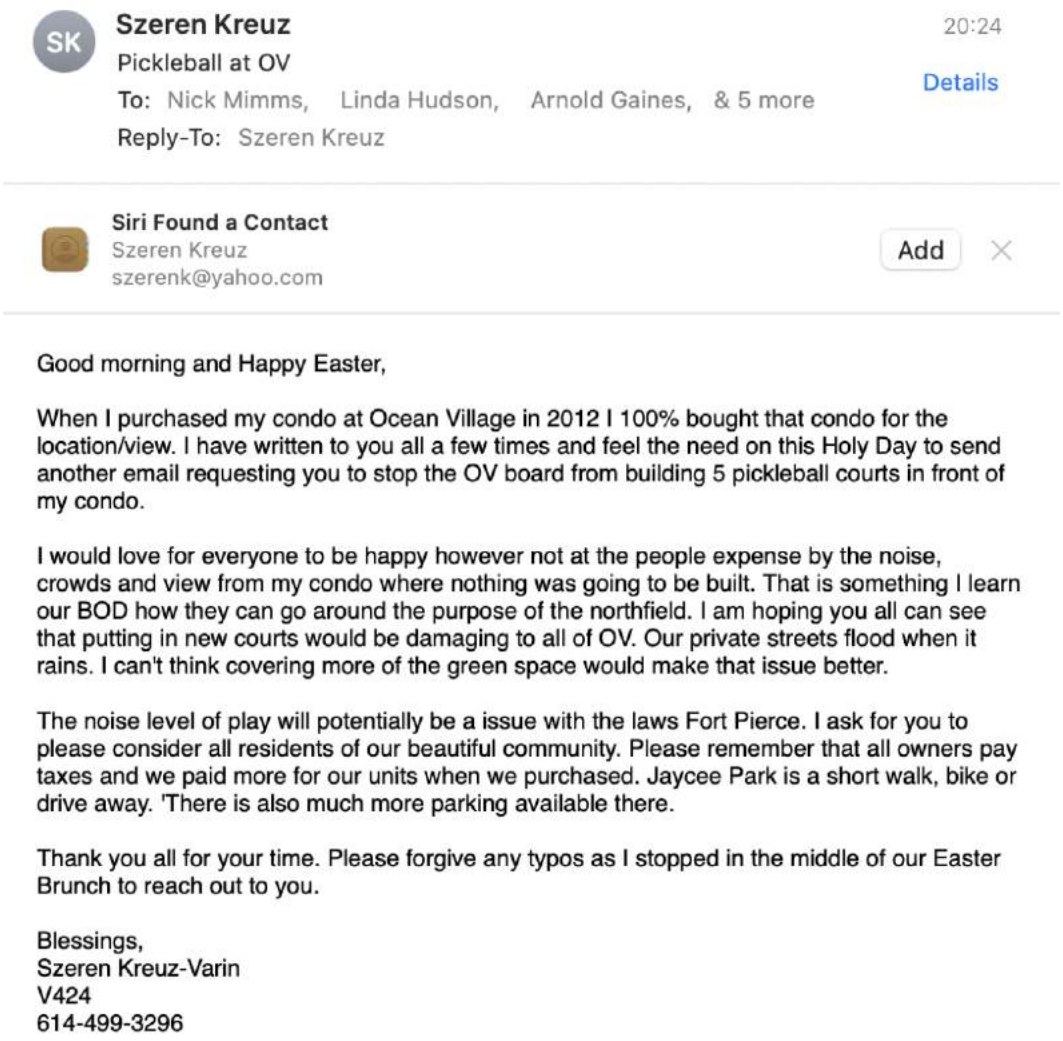
I am vehemently opposed to building in the North Field.

(Sorry for the slight delay in responding but had no service until today.)

Sent from the all new AOL app for iOS

On Thursday, March 28, 2024, 10:36 AM, Trudi Schifter <contact@aquaspe.com> wrote:

119. Szeren Kreuz



Szeren Kreuz 20:24
Pickleball at OV
To: Nick Mimms, Linda Hudson, Arnold Gaines, & 5 more Details
Reply-To: Szeren Kreuz

Siri Found a Contact
Szeren Kreuz
szerenk@yahoo.com
Add

Good morning and Happy Easter,

When I purchased my condo at Ocean Village in 2012 I 100% bought that condo for the location/view. I have written to you all a few times and feel the need on this Holy Day to send another email requesting you to stop the OV board from building 5 pickleball courts in front of my condo.

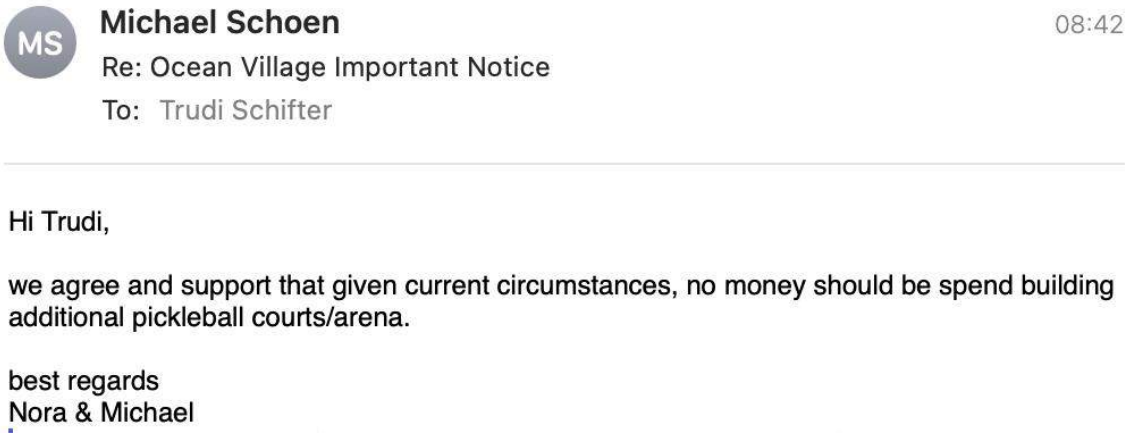
I would love for everyone to be happy however not at the people expense by the noise, crowds and view from my condo where nothing was going to be built. That is something I learn our BOD how they can go around the purpose of the northfield. I am hoping you all can see that putting in new courts would be damaging to all of OV. Our private streets flood when it rains. I can't think covering more of the green space would make that issue better.

The noise level of play will potentially be a issue with the laws Fort Pierce. I ask for you to please consider all residents of our beautiful community. Please remember that all owners pay taxes and we paid more for our units when we purchased. Jaycee Park is a short walk, bike or drive away. 'There is also much more parking available there.

Thank you all for your time. Please forgive any typos as I stopped in the middle of our Easter Brunch to reach out to you.

Blessings,
Szeren Kreuz-Varin
V424
614-499-3296

120. Michael Schoen



Michael Schoen 08:42
Re: Ocean Village Important Notice
To: Trudi Schifter

Hi Trudi,

we agree and support that given current circumstances, no money should be spend building additional pickleball courts/arena.

best regards
Nora & Michael

121. Nora Schoen- see above
122. Patricia Janiszewski



Patricia Janiszewski
Pickle ball
To: Trudi Schifter

Inbo

My husband and I are opposed to the construction of pickleball courts in our remaining green space.

Sent from my iPhone

123. Marlynn Orlando-

From: Marlynn Orlando <marlynnorlando@icloud.com>
Subject: **Pickleball Formal Request**
Date: Nov 20, 2021 at 10:31 AM
To: poadobbin@gmail.com, ovbetsy@aol.com, poaemery@gmail.com, eileen-emery@msn.com, rgillis.poa@comcast.net, rgillis71@comcast.net, maney.gale@fsresidential.com, capstanhoa@gmail.com, Marlynn Orlando <marlynnorlando@cloud.com>

Hello,

I am Marlynn Orlando, Capstan 123 owner and I spoke at the November 18 meeting regarding the Pickleball courts. I was asked to put together my thoughts and comments and send them to the Board and management. Please see attached.

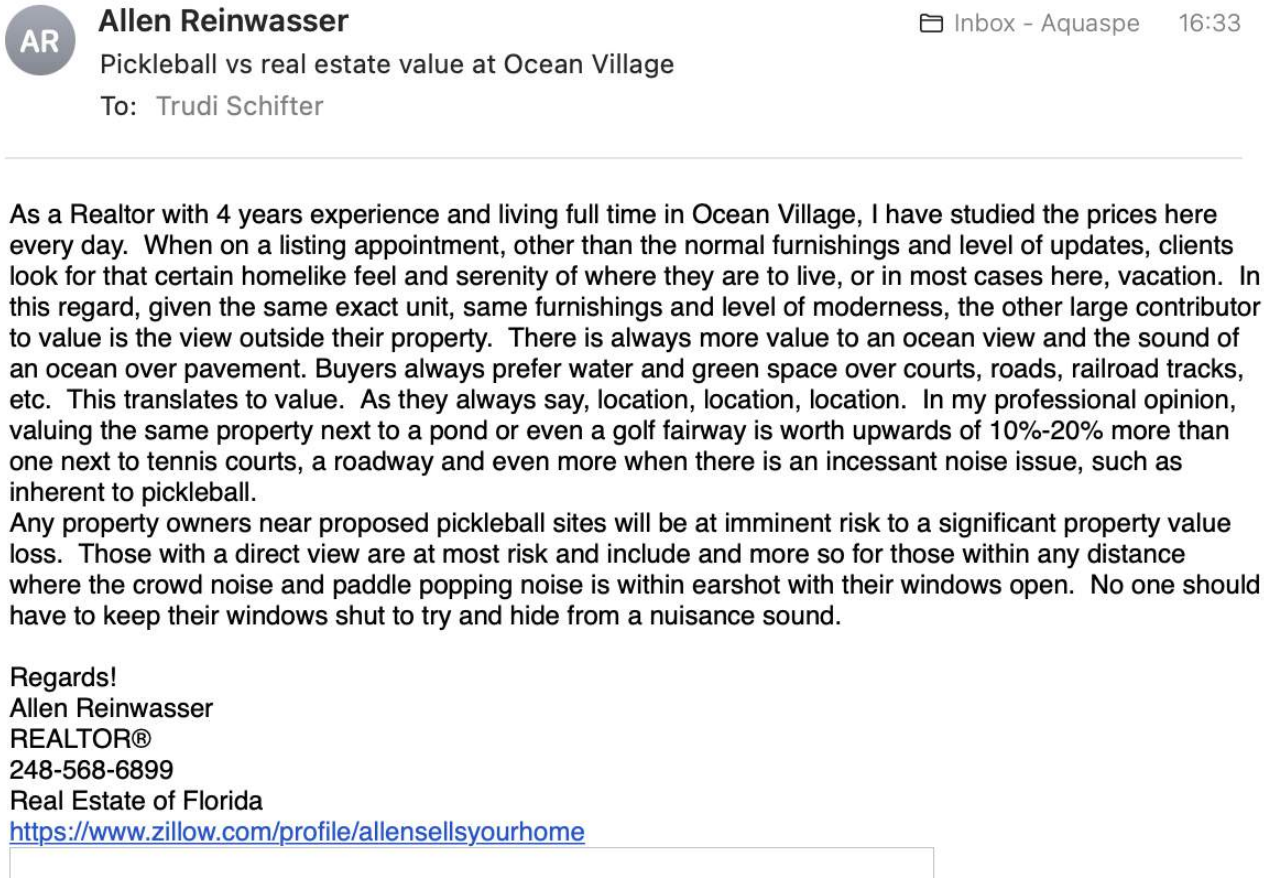
First, thank you for your dedication and commitment to OV. I appreciate the work and time that has gone into these decisions. Unfortunately, I do not believe the full due diligence was conducted regarding the noise impact on residence living in close proximity to the proposed courts. I am disappointed that a decision of this magnitude with the potential to disturb the peace and living conditions of residents was not more transparent. At a minimum, I would think our Cluster Boards would have been consulted and a collaborative discussion would have occurred. Ideally, an open meeting with impacted residents so we could see the full plan, understand the impacts and see how concerns were being addressed should have happened.

As the attached document states, OV should not proceed with this project, until a full analysis can be conducted. I welcome the opportunity to continue this discussion with you at any time.

Maney, I do not have an email for Board Member Darryl and Joan. Can you please forward this to them? Also, in reviewing the Articles of Incorporation and POA Declarations both documents reference Exhibit A but Exhibit A is not attached. Can you send me that document please? Thanks.

Regards,
Marlynn Orlando
Capstan 123

Loss of income & property value – EXHIBIT 4B



Allen Reinwasser Inbox - Aquaspe 16:33

Pickleball vs real estate value at Ocean Village

To: Trudi Schifter

As a Realtor with 4 years experience and living full time in Ocean Village, I have studied the prices here every day. When on a listing appointment, other than the normal furnishings and level of updates, clients look for that certain homelike feel and serenity of where they are to live, or in most cases here, vacation. In this regard, given the same exact unit, same furnishings and level of moderness, the other large contributor to value is the view outside their property. There is always more value to an ocean view and the sound of an ocean over pavement. Buyers always prefer water and green space over courts, roads, railroad tracks, etc. This translates to value. As they always say, location, location, location. In my professional opinion, valuing the same property next to a pond or even a golf fairway is worth upwards of 10%-20% more than one next to tennis courts, a roadway and even more when there is an incessant noise issue, such as inherent to pickleball.

Any property owners near proposed pickleball sites will be at imminent risk to a significant property value loss. Those with a direct view are at most risk and include and more so for those within any distance where the crowd noise and paddle popping noise is within earshot with their windows open. No one should have to keep their windows shut to try and hide from a nuisance sound.

Regards!
Allen Reinwasser
REALTOR®
248-568-6899
Real Estate of Florida
https://www.zillow.com/profile/allensellsyourhome

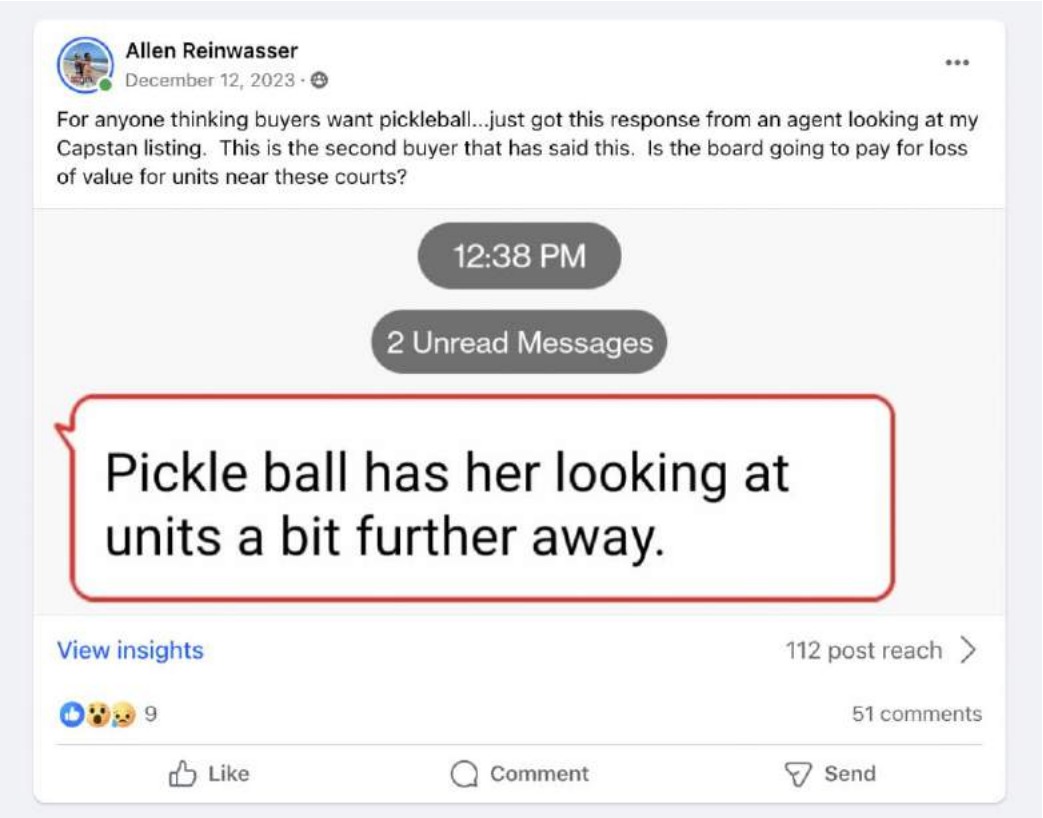
Feedback Received for

2400 S Ocean Drive Unit# 126 Fort Pierce, FL 34949

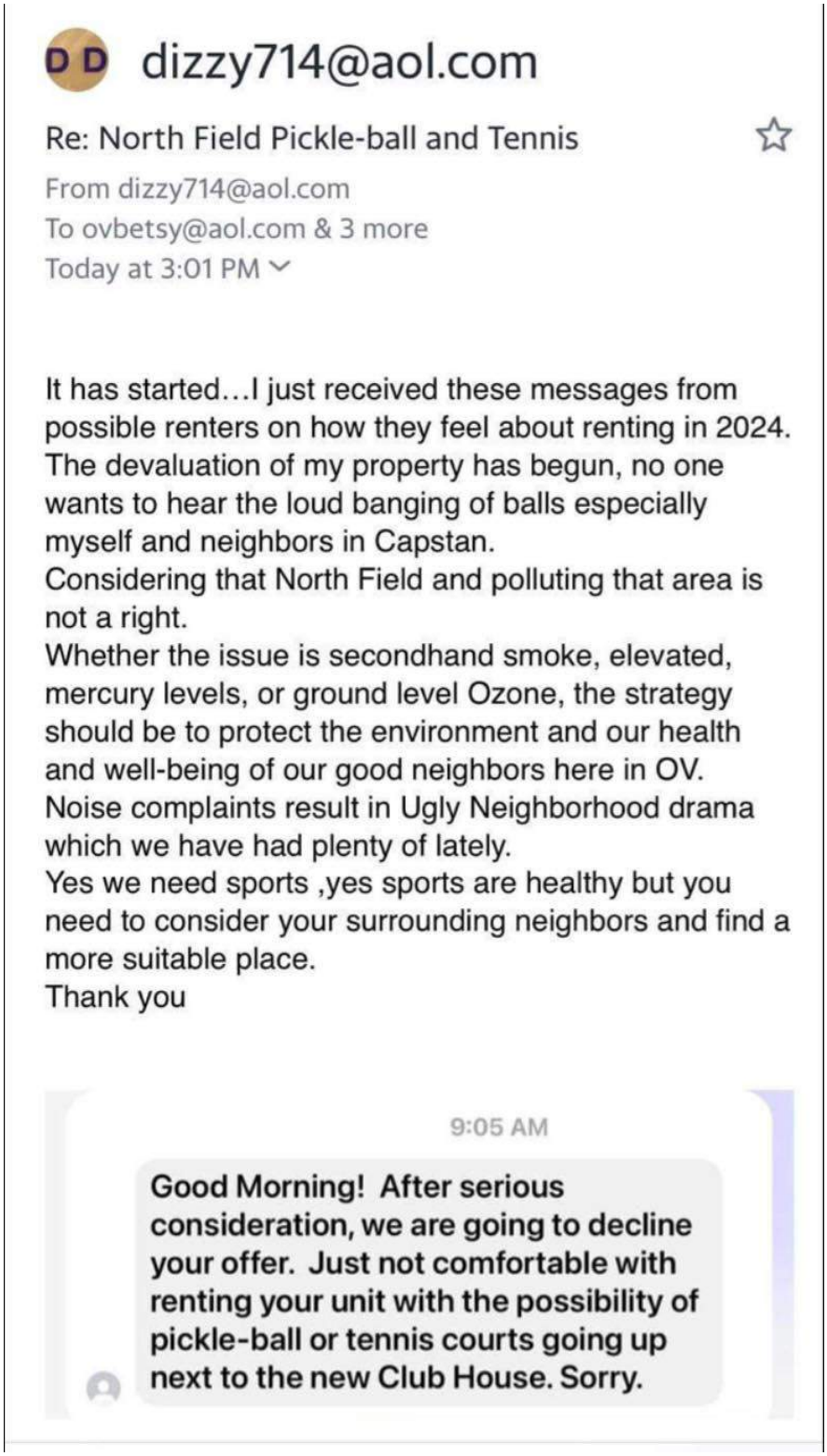
$495,000 | ACTIVE | ID# RX-10899983

1. Is your client interested in this listing?
   Somewhat
2. Please rate your overall experience at this showing.
3. Your (and your client's) opinion of the price:
4. Please rate this listing (5=Best; 1=Worst):
5. COMMENTS / RECOMMENDATIONS:
   The buyer's were worried the unit is close to where they are talking about putting the courts. The unit showed well.

Publish to Seller | Manage Feedback



BELOW From Cecilia Dutcher Capstan 112



DD dizzy714@aol.com

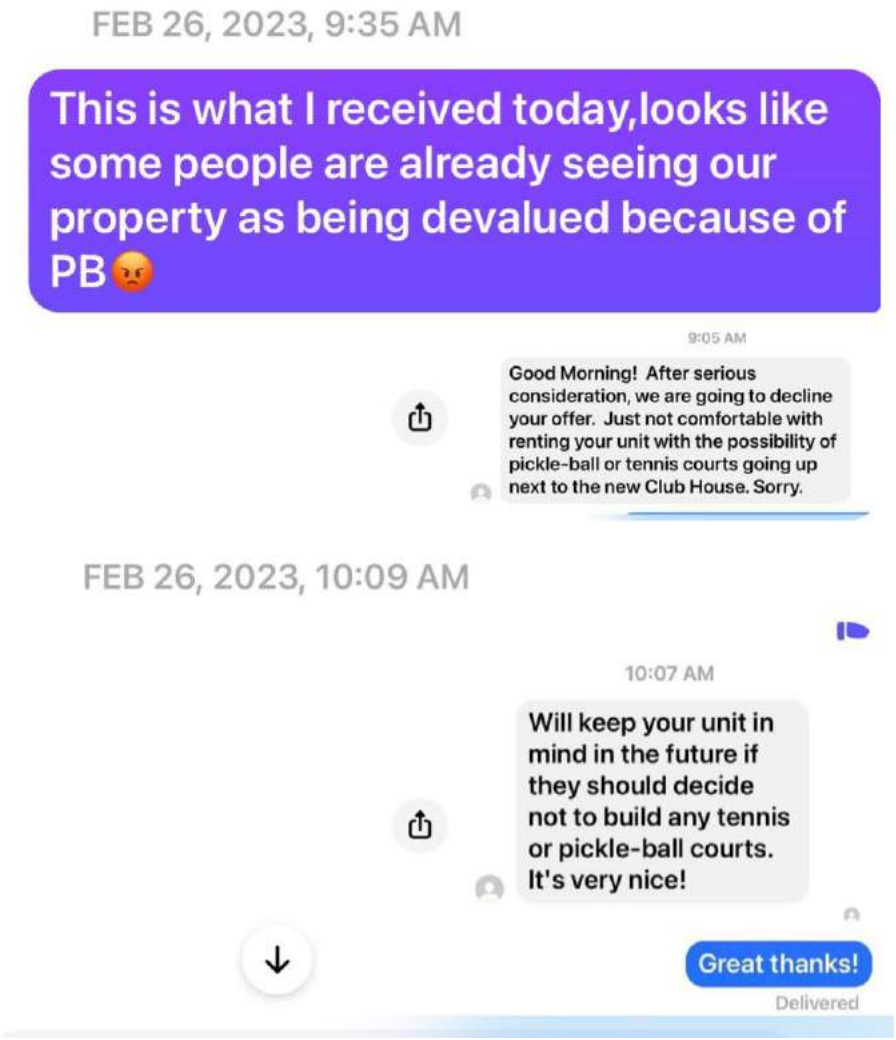
Re: North Field Pickle-ball and Tennis ☆

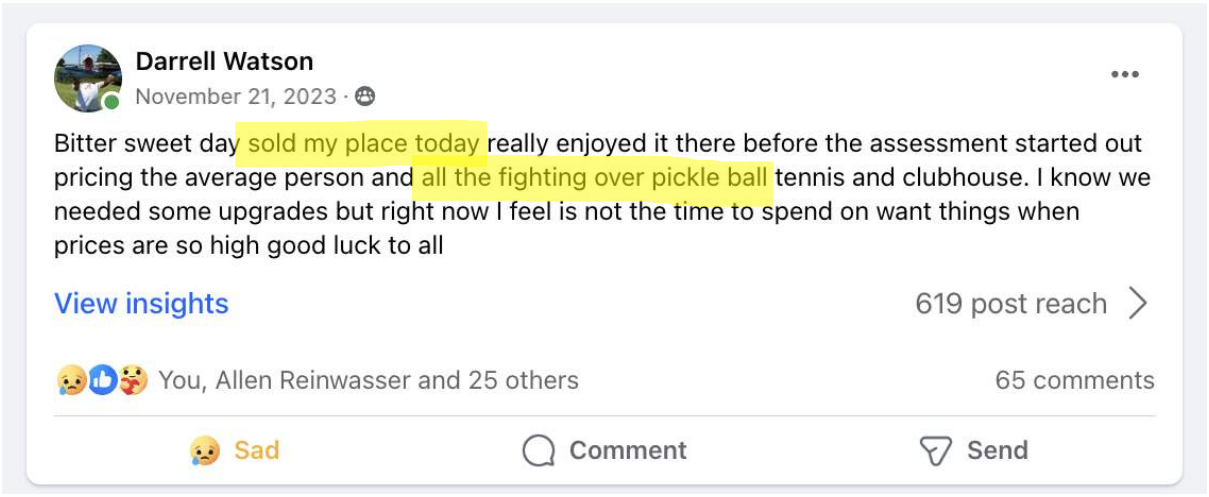
From dizzy714@aol.com
To ovbetsy@aol.com & 3 more
Today at 3:01 PM

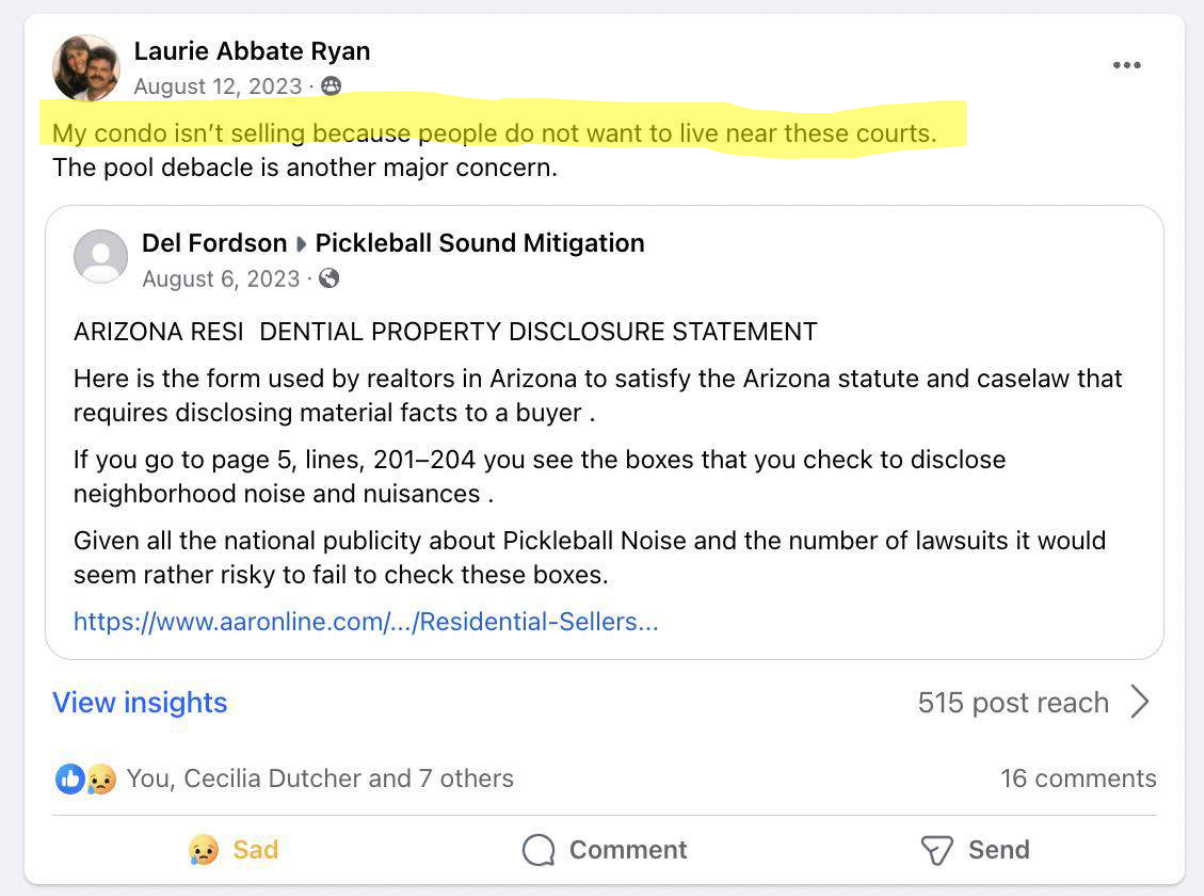
It has started…I just received these messages from possible renters on how they feel about renting in 2024. The devaluation of my property has begun, no one wants to hear the loud banging of balls especially myself and neighbors in Capstan.
Considering that North Field and polluting that area is not a right.
Whether the issue is secondhand smoke, elevated, mercury levels, or ground level Ozone, the strategy should be to protect the environment and our health and well-being of our good neighbors here in OV.
Noise complaints result in Ugly Neighborhood drama which we have had plenty of lately.
Yes we need sports ,yes sports are healthy but you need to consider your surrounding neighbors and find a more suitable place.
Thank you

9:05 AM

Good Morning! After serious consideration, we are going to decline your offer. Just not comfortable with renting your unit with the possibility of pickle-ball or tennis courts going up next to the new Club House. Sorry.


FEB 26, 2023, 9:35 AM
This is what I received today,looks like some people are already seeing our property as being devalued because of PB
9:05 AM
Good Morning! After serious consideration, we are going to decline your offer. Just not comfortable with renting your unit with the possibility of pickle-ball or tennis courts going up next to the new Club House. Sorry.
FEB 26, 2023, 10:09 AM
10:07 AM
Will keep your unit in mind in the future if they should decide not to build any tennis or pickle-ball courts. It's very nice!
Great thanks!
Delivered


Darrell Watson
November 21, 2023 ·
Bitter sweet day sold my place today really enjoyed it there before the assessment started out pricing the average person and all the fighting over pickle ball tennis and clubhouse. I know we needed some upgrades but right now I feel is not the time to spend on want things when prices are so high good luck to all
View insights
619 post reach
You, Allen Reinwasser and 25 others
65 comments
Sad
Comment
Send



Laurie Abbate Ryan
August 12, 2023 ·

My condo isn't selling because people do not want to live near these courts.
The pool debacle is another major concern.

Del Fordson ▸ **Pickleball Sound Mitigation**
August 6, 2023 ·

ARIZONA RESI DENTIAL PROPERTY DISCLOSURE STATEMENT

Here is the form used by realtors in Arizona to satisfy the Arizona statute and caselaw that requires disclosing material facts to a buyer .

If you go to page 5, lines, 201–204 you see the boxes that you check to disclose neighborhood noise and nuisances .

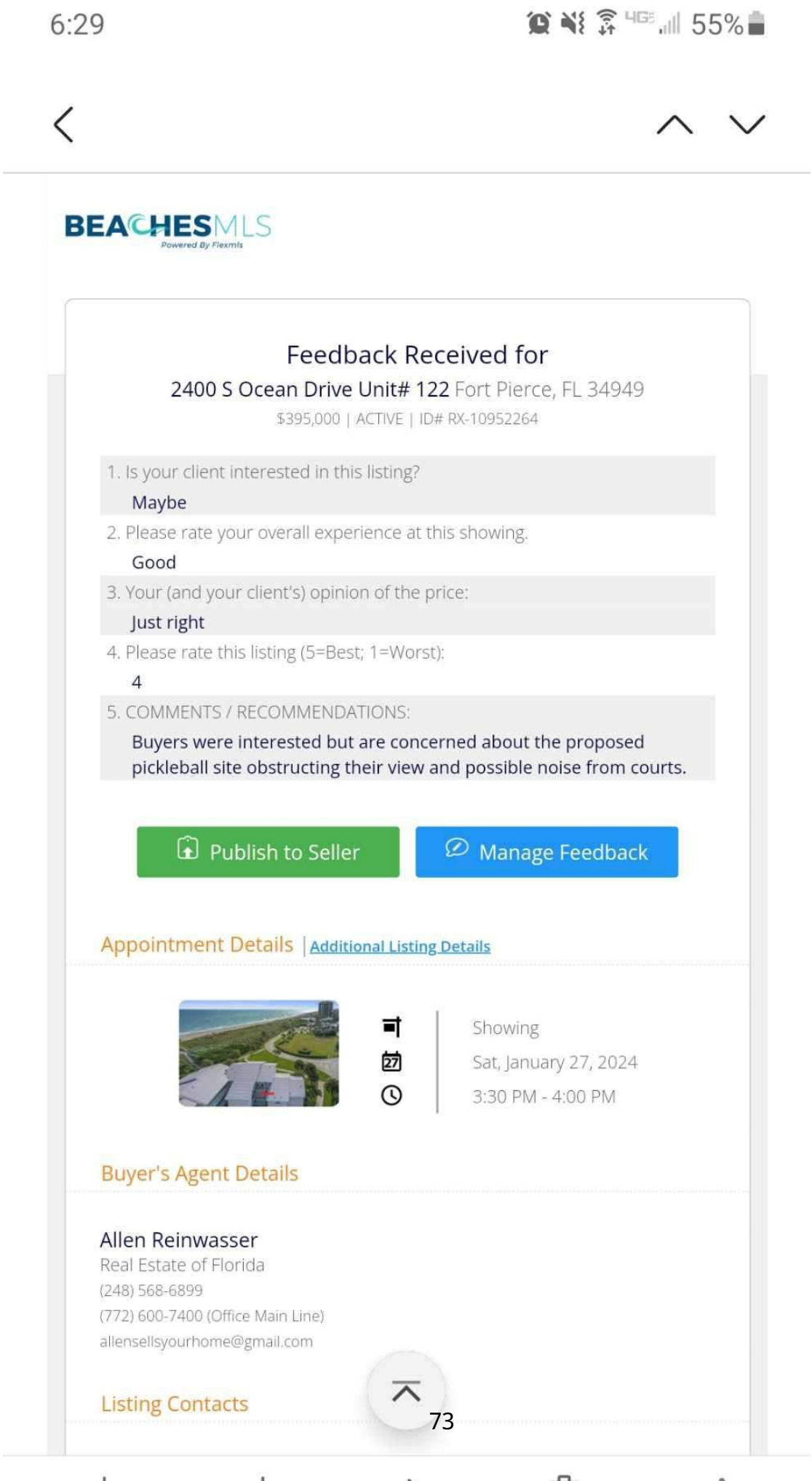
Given all the national publicity about Pickleball Noise and the number of lawsuits it would seem rather risky to fail to check these boxes.

https://www.aaronline.com/.../Residential-Sellers...

View insights 515 post reach

You, Cecilia Dutcher and 7 others 16 comments

Sad Comment Send


6:29
55%
BEACHESMLS
Powered By Flexmls
Feedback Received for
2400 S Ocean Drive Unit# 122 Fort Pierce, FL 34949
$395,000 | ACTIVE | ID# RX-10952264
1. Is your client interested in this listing?
Maybe
2. Please rate your overall experience at this showing.
Good
3. Your (and your client's) opinion of the price:
Just right
4. Please rate this listing (5=Best; 1=Worst):
4
5. COMMENTS / RECOMMENDATIONS:
Buyers were interested but are concerned about the proposed pickleball site obstructing their view and possible noise from courts.
Publish to Seller
Manage Feedback
Appointment Details | Additional Listing Details
Showing
Sat, January 27, 2024
3:30 PM - 4:00 PM
Buyer's Agent Details
Allen Reinwasser
Real Estate of Florida
(248) 568-6899
(772) 600-7400 (Office Main Line)
allensellsyourhome@gmail.com
Listing Contacts

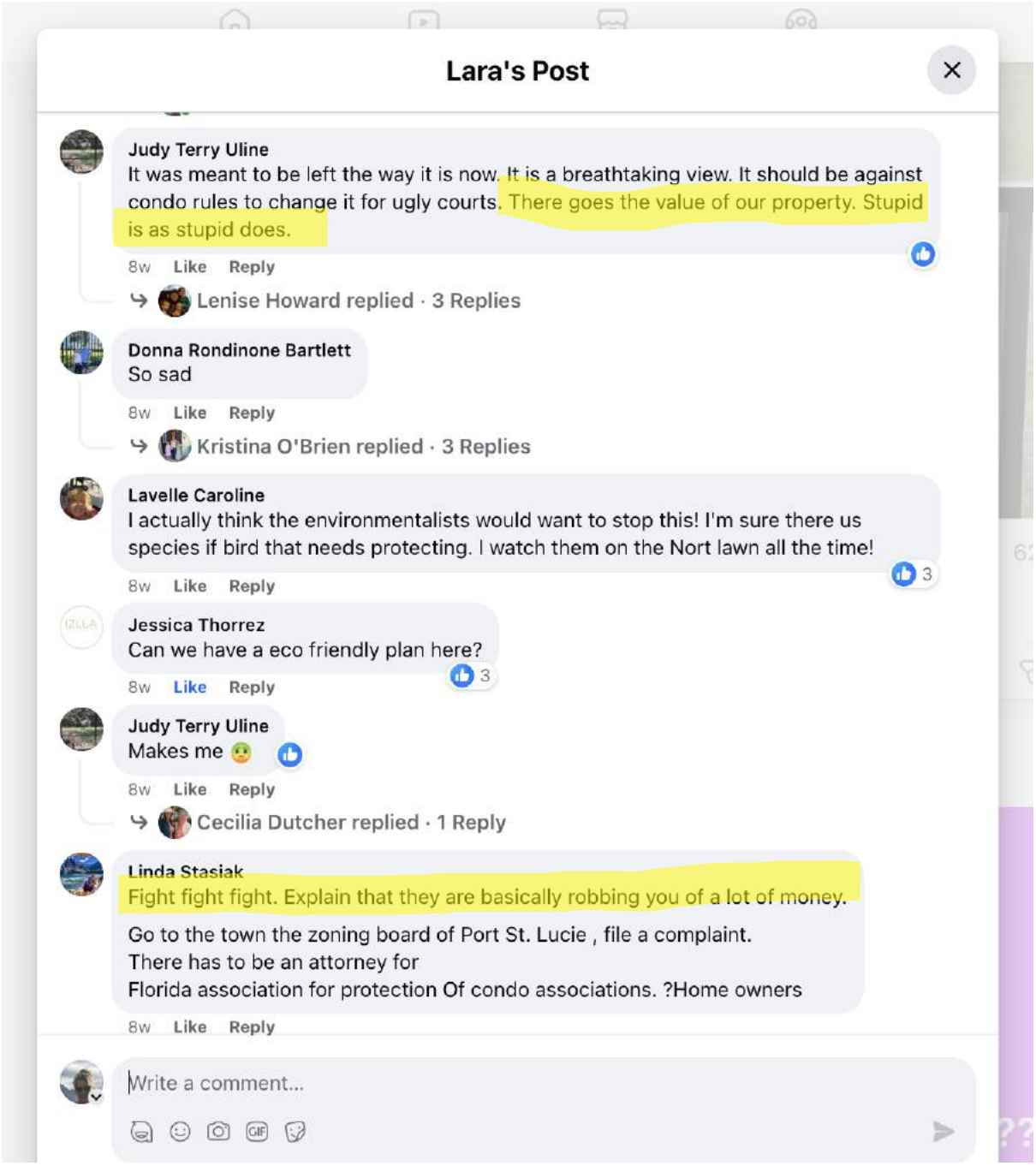

Lara's Post
Judy Terry Uline
It was meant to be left the way it is now. It is a breathtaking view. It should be against condo rules to change it for ugly courts. There goes the value of our property. Stupid is as stupid does.
8w Like Reply
Lenise Howard replied · 3 Replies
Donna Rondinone Bartlett
So sad
8w Like Reply
Kristina O'Brien replied · 3 Replies
Lavelle Caroline
I actually think the environmentalists would want to stop this! I'm sure there us species if bird that needs protecting. I watch them on the Nort lawn all the time!
3
8w Like Reply
Jessica Thorrez
Can we have a eco friendly plan here?
3
8w Like Reply
Judy Terry Uline
Makes me
8w Like Reply
Cecilia Dutcher replied · 1 Reply
Linda Stasiak
Fight fight fight. Explain that they are basically robbing you of a lot of money.
Go to the town the zoning board of Port St. Lucie , file a complaint.
There has to be an attorney for
Florida association for protection Of condo associations. ?Home owners
8w Like Reply
Write a comment...

Exhibit 5

Compliance with Land Development Code & Comprehensive Plan Exhibit 5

Summary: The planned development includes areas seaward of the CCCL and is in the maximum FEMA flood hazard zone therefore Code 109-26 Floodplain Management applies to this project. See attached maps from FEMA and the State CCCL line. No floodplain administrator has been assigned and none of the requirements of Code 109 have been submitted. A flood mitigation plan is required per the pickleball arena conditions but there are no public or engineering details of such a plan.

The entire East coast of the US is facing a crisis due to increased extreme weather events, increased rainfall and rising sea levels. Ocean Village is the largest beachside community in the City of Fort Pierce.

We need help from the City to deny permits that risk future flood mitigation plans of our community.

While true, that this pickleball arena would not significantly make our flooding situation significantly worse, that is only because of the huge scale of our community. The project does indeed require mitigation to offset the additional runoff, but as evidenced by the flood mitigation study referenced below, and required in the project comments. Ocean Village have not identified the 30 acre feet of land that is needed in order to mitigate flooding adequately.

Building this Arena with 13,000 additional sq ft of sealed asphalt is taking us in the wrong direction and is not in compliance with the comprehensive plan for a resilient Fort Pierce.

Structures exempt from the state building code that are not walled and roofed buildings shall comply with the requirements of section 109-55.

1. The site is not suitable for development. The proposed Arena is just 50 feet from the dune. After hurricanes Jean and Francis in 2004 the dune line moved eastward over 100ft. This will most likely happen again. The only area that would be a potential to move the road at that point would be where the courts are planned to be built.

   The planned Pickleball arena can be seen under water in this video and photo.

Exhibit 5



This photo is of the North Field area that was flooded for numerous days (7+?), as was all of OV, after the June 3, 2022 rainfall, which wasn't a hurricane, just a bad storm.

***Please* watch the first 2 mins.** of the below OV owner's Facebook video after Hurricane Irma 9.11.2017. It begins near the Capstan 100 Building which is about 35-40 feet from the North Field. He narrates as he drives around the entire North Field area – from north to south – and **one can see the entire flooding of the North Field, which is partially in the Florida Coastal Construction Zone, and is prone to extensive flooding with or without a hurricane. Does anyone really think it's a good idea to pave it over with asphalt instead of using it for on-site water storage?**

IRMA - Ocean Village report | By JimFacebook

https://www.facebook.com/JamesChrulski/videos/10155119605959842

2. Adherence to Land Development code 109 and comprehensive plan cannot be found in any Applicant documents. No Floodplain Adminisrator has been named.
    - 109-26 https://library.municode.com/fl/fort_pierce/codes/code_of_ordinances?nodeId=SPBLADEOR_CH109FLMA

Exhibit 5

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter, applicant) who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the state building code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit and approval. No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

- 109-27

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:

(1) The South Florida Water Management District and North St. Lucie River Water Control District; F.S. § 373.036.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.

(6) Federal permits and approvals.

Exhibit 5

(c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a state-licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

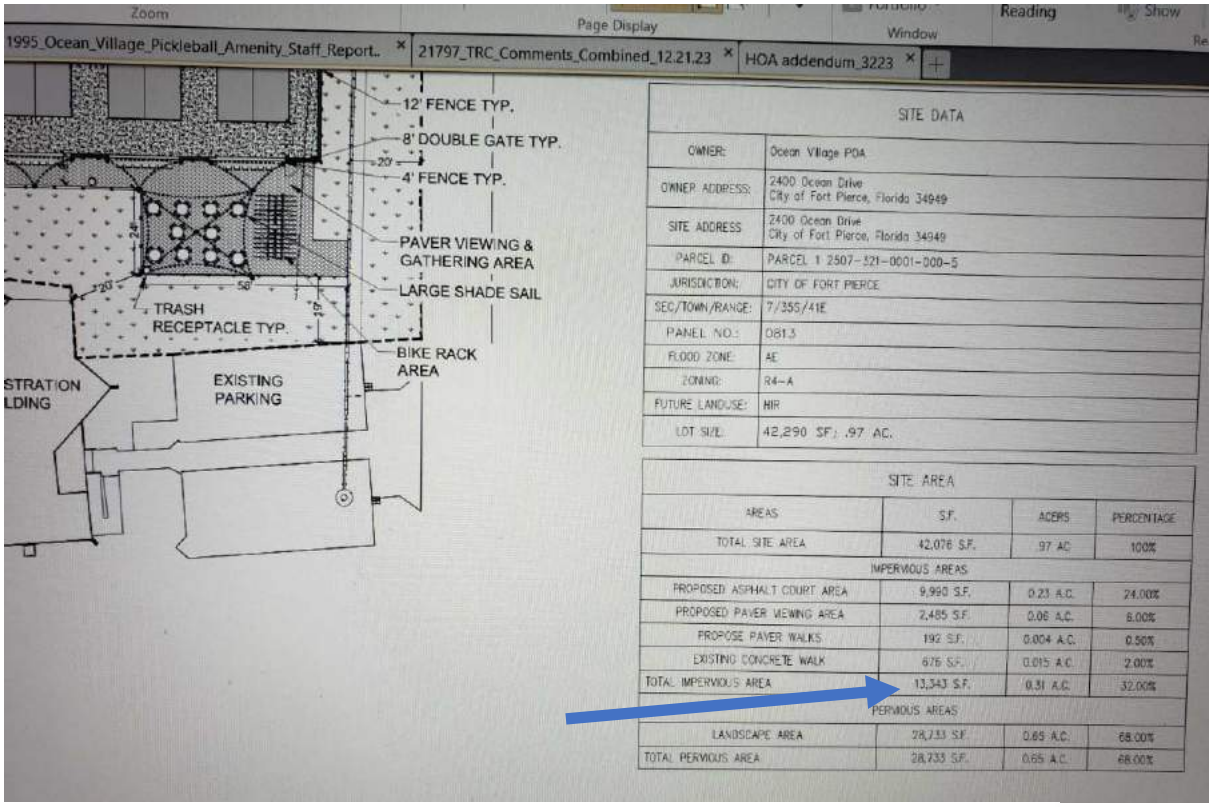
(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 109-51(d).

- 109-49.a

A fenced -in area with chain link fence covered with heavy duty vinyl, can block flood waters and debris. No mitigation for this is included.

- 119-2 the proposed site includes 13,000 square feet of sealed asphalt, courts plus viewing area.

Exhibit 5



(c) *Submittal of stormwater management calculations—For sites with more than 5,000 square feet of impervious area.* Stormwater management calculations shall be prepared in accordance with section 119-3(e), signed and sealed by a professional engineer registered in the state and shall be submitted in a complete and final fashion to the city engineer for review and approval.

(d) *Submittal of stormwater management calculations—For sites with less than 5,000 square feet of impervious area.* Stormwater management calculations shall not be required to be prepared, signed or sealed by a professional engineer registered in the state, but calculations shall be submitted in accordance with section 119-3(e).

3. Coastal Resilience and Flood Mitigation

In April 2022 Ocean Village ("OV") hired Albrecht Engineering Group ("AEG"), LLC of Fort Pierce, FL regarding OV stormwater flooding issues. AEG produced several expert reports to Ocean Village owners which are relevant in potentially building five pickleball courts on OV's north field ("NF"), which is OV's last remaining greenspace.

We put forth excerpts from Albrecht's reports along with photographic/video evidence supporting AEG's facts and in support of denying a permit to build pickleball courts, as follows.

Below is OV POA President Dobbin's introduction of Kevin Albrecht as he presented AEG's 1/26/2023 report to OV owners.

Exhibit 5

"Kevin Albrecht will be giving owners the results of his stormwater analysis project. It is a sobering report but necessary to consider. It will be a starting point to begin a process to improve how we deal with stormwater here at OV."

"Significantly, during his presentation, the Engineer emphasized that it is important for OV to find as much land as we can for storage, as the most effective solution for OV is to create above ground water storage. Most importantly, what land can be used to store water?"

Kevin Albrecht's presentation of 1/26/2023 report:

- Need to store roughly 30 acre-feet of water
- Must be above groundwater (elevation = 1.0) and below flood elevation (elevation = 2.5) Roughly 1.5 feet deep.
- Additional volume can be provided: above ground (ponds or raingardens) below ground (gravel or vaults). *(Albrecht 1/26/2023 Report, p. 7/18)*

Storage costs of obtaining an additional 30 acre-feet of storage ranges from $2M - $19M. *(Albrecht 1/26/2023 Report, p. 11/18)*

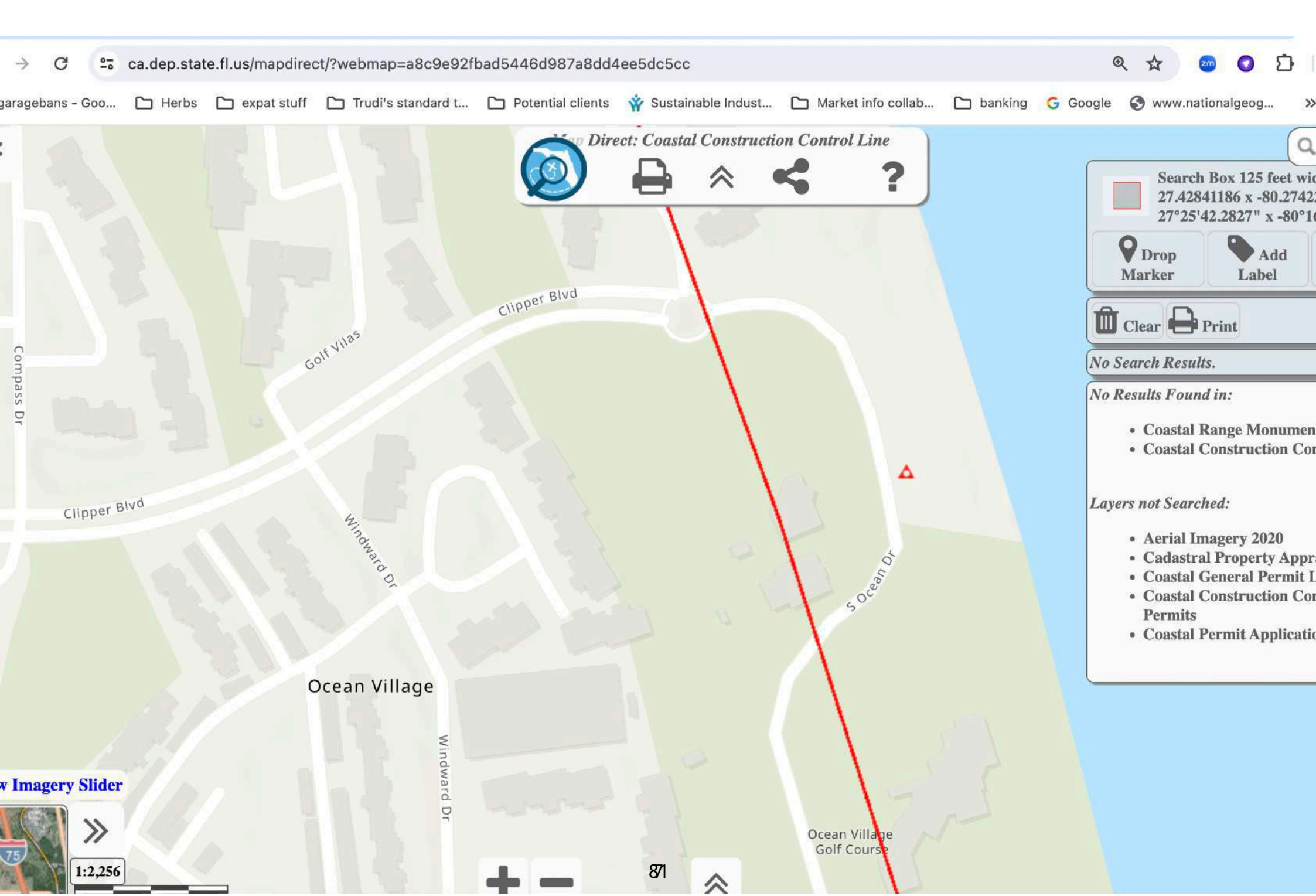
IF no additional on-site storage is provided, OV needs a 152 cfs pump capacity to keep up with rainfall, cost is $20M. *(Albrecht 1/26/2023 Report, p. 13/18)*

IF 30 acre-ft of additional on-site storage is provided, OV would need a 10 cfs pump capacity to recover pond volume, cost is $2M *(Albrecht 1/26/2023 Report, p. 13/18)*

Reiterated in AEG's February 2023 Report:

An option to reduce flooding within the community is to **construct additional on-site storage** areas to reduce overall flood stages **without further increasing the discharge capacity from the community**. Based on the existing conditions analysis roughly 30 acre-ft of additional storage would be required to reduce flood stages enough to eliminate flooding of roadways and parking area within the community for the 10-year/24-hour storm. *(Albrecht Feb. 2023 Report, p. 41/50).*

The north field where the pickleball arena is planned to go is the largest open green space now available for above ground storage without destroying our golf course.


ca.dep.state.fl.us/mapdirect/?webmap=a8c9e92fbad5446d987a8dd4ee5dc5cc
garagebans - Goo...
Herbs
expat stuff
Trudi's standard t...
Potential clients
Sustainable Indust...
Market info collab...
banking
Google
www.nationalgeog...
Direct: Coastal Construction Control Line
Search Box 125 feet wi
27.42841186 x -80.2742
27°25'42.2827" x -80°1
Drop Marker
Add Label
Clear
Print
No Search Results.
No Results Found in:
Coastal Range Monumen
Coastal Construction Cor
Layers not Searched:
Aerial Imagery 2020
Cadastral Property Appr
Coastal General Permit L
Coastal Construction Cor
Permits
Coastal Permit Applicatio
Clipper Blvd
Golf Vilas
Compass Dr
Clipper Blvd
Windward Dr
S Ocean Dr
Ocean Village
Windward Dr
Ocean Village Golf Course
w Imagery Slider
1:2,256
871

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/23/2024 at 7:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Exhibit 6

Adherence to TRC final comments

Adherence to the TRC final comments is not planned. See below from the TRC final comments.

From TRC Comments combined 12.21.23

City of Fort Pierce Planning Department

1. A certified letter of completion by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey with calculations and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City Code Section 26-40; Limit hours of operation for the Pickleball Courts to Monday through Saturday 7am-11pm, and Sunday 7am-1pm.
4. Adhere to the recommendations of the Pickleball Sound Analysis Report completed by PSM LLC for Pickleball Sound Mitigation prior to issuance of Final Certificate of Occupancy.
5. Adhere to the following Sound Mitigation recommendations:

- Install 14 ft high mass-loaded vinyl barriers along the west side of the proposed courts, 15 ft along the north and a 12 ft high absorbing barrier along the south side and enforce the use of quieter paddles. ***These steps will reduce frequent pickleball sound levels to or below 50 dBA outside of local residences on all floors of the buildings.***
- Diagonal corners for the fencing in three locations, ***which will enhance fence strength and reduce sound reflections.***
- The sound barriers along the north and west fence should not have gates or any openings that would permit sound to pass unobstructed. ***The fences do not need to have chain link material above the 10 ft height, if that assists in building the fencing. The south fence shields the building from pickleball sound, and it avoids reflecting sound to the north because of its absorbing characteristics but it can have one or two gates for entry into the playing area.***
- The use of paddles and tournament approved paddles that meet the requirements of PSM LLC Pickleball Sound Mitigation firm's latest Blue List of Recommended Paddles listed below:

ENGINEERING ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually, and a thorough review of the plan will be conducted at time of Site Work Permit application.
2. Required permitting for the project may include South Florida Water Management District and Florida Department of Environmental Protection (NPDES Permit and CCCL General Permit).



Dr. Lance Willis PhD

7050 E Cactus Patch Way
Sahuarita, AZ 85629
520 441-3987 (O), 520 245-7092 (M)



Acoustical Engineer & Acoustics Expert

Lance Willis holds a Bachelor of Mechanical Engineering (1993), Master of Science in Mechanical Engineering (1995), and a Ph.D. with a Multidisciplinary Certificate in Acoustics (1999) from the Georgia Institute of Technology.

In 2000, Dr. Willis began work in Motorola's Advanced Product Technology Center. Projects at Motorola included the acoustical design of portable radio products with respect to speaker and microphone performance, sound quality, and operation in wet and noisy environments, studies of rub and buzz detection methods, managing the development of a high efficiency family of speakers, and modal analysis of microspeaker cones to reduce audible distortion.

In 2005, he formed Perception Acoustics, an acoustical consulting firm in the areas of environmental acoustics, noise control, data acquisition systems, and acoustical instrumentation design.

Since 2009 Lance is the Principal Acoustical Engineer at Spendiarian & Willis Acoustics & Noise Control, LLC.

Dr. Willis is a member of the Acoustical Society of America and the Audio Engineering Society. He has been awarded three patents for adaptive equalization in behind the ear telephony devices and another for an audio porting assembly to prevent water intrusion into microphones.

Qualifications in Regard to Pickleball Sound Abatement

In his capacity as Principal Acoustical Engineer at Spendiarian & Willis Acoustics & Noise Control, LLC, he regularly performs on-site acoustical testing, community noise impact assessment, acoustical site planning, and noise abatement design for commercial and industrial sites, often near residential

areas. He has been working as a consultant in environmental acoustics and noise control since 2005.

Education: Bachelor, Master of Science, and PhD degrees from the Woodruff School of Mechanical Engineering at the Georgia Institute of Technology with a specialization in physical and engineering acoustics. Lance also has earned a multidisciplinary certificate in acoustics from the same institute.

After finishing his PhD, and while working as an applications engineer in the Advanced Product Technology Center at Motorola, he completed distance learning at the Pennsylvania State University in psychological acoustics and experimental design. This coursework covered the human sensation of hearing and the perception of sound.

He has been a member of the Acoustical Society of America since 1994 and the Audio Engineering Society from 1994 to 2021.

Since 2010 Dr. Willis has assisted pickleball clubs, site planners, and home owners associations in site selection and noise abatement planning for pickleball courts. Some of these projects include: Abrego at Green Valley, AZ; Canoa Ranch, Green Valley, AZ; Canoa Ranch, Green Valley, AZ; Desertview at Saddlebrooke Robson Resort Community, AZ; Mountainview at Saddlebrook Robson Resort Community, AZ; Ridgeview at Saddlebrooke Robson Resort Community, AZ; The Preserve at Saddlebrooke Robson Resort Community, AZ; Robson at Sun Lakes/Iron Oaks, Phoenix, AZ; Robson at Pebble Creek, Phoenix, AZ; Trilogy at Encanterra, Phoenix, AZ; Trilogy at Vistancia, Phoenix, AZ; Trilogy at Verde River, Phoenix, AZ; Sunflower Development, Tucson, AZ; Yavapai Hills HOA, Prescott, AZ; Outdoor Recreation Palm Springs, Cathedral City, CA; Hidden Palms, Palm Desert, CA; Elkhorn HOA, Sunn Valley, ID; Pelican Presere, Fort Meyers, FL; and Pelican Landing, Bonita Springs, FL.

Dr. Willis has also assisted home owners and home owners associations when pickleball courts have been placed close to residential properties without adequate noise abatement planning. The sites of these pickleball courts were: Grant Ranch, Lakewood, CO; Mission Hills Country Club, Mission Hills Kansas; St. Michaels's by the Sea Church, Carlsbad, CA; Columbine Country Club, Littleton, CO; Trilogy at Power Ranch, Gilbert, AZ; Private residence in Carlsbad, CA; Chesnut Way Park, Port Moody, British Columbia; and a park on Waters end Drive, Carlsbad, CA.

In some instances, failure to plan for noise abatement or select an appropriate pickleball site has resulted in legal action. Dr. Willis has been an expert witness in several cases seeking an injunction against pickleball activities in California, Massachusets, Kentucky, and Colorado. These cases involved courts placed with insufficient buffer distance to neighbors and ad hoc mitigation treatments.

Richard Lance Willis

lance.willis@swanc.net
520 245-7092

Areas of Expertise:

- Physical and engineering acoustics
- Environmental Acoustics
- Noise Control
- Loudspeaker and microphone design and measurement
- Acoustical design of portable products

Work Experience:

Spendiarian & Willis Acoustics & Noise Control LLC, Tucson, Arizona
Acoustical Consultant, November, 2009 to present
Engineering consulting services in the environmental acoustics and noise control fields

Perception Acoustics LLC, Tucson, Arizona
Acoustical Consultant, November, 2005 to present
Engineering consulting services in the loudspeaker, environmental acoustics, and noise control fields

Motorola, Inc., Advanced Product Technology Center, Plantation, Florida
Senior Staff Engineer, June, 2000 – November, 2005
Providing acoustical design and measurement tools and support for the development of two-way radios and accessories

Georgia Institute of Technology, Atlanta, Georgia
Graduate Research Assistant, May, 1994 - May, 2000

Project Experience:

Site Planning (Spendiarian & Willis)
Acoustical site design for numerous projects including the Telluride festival stage, Tucson Water Eastside Service Annex rezoning, The Humane Society, Meridian Engineering asphalt plant and reclamation center, Tucson Electric Power substation abatement design, Banner University Medical Center helipad community noise impact study and sound insulation design, and pickleball noise abatement at many recreation centers throughout Southern and Central Arizona.

Classroom Acoustics (Spendiarian & Willis)
Mechanical systems analysis and noise control for HVAC systems in schools. Spendiarian & Willis performs the acoustical design for the majority of new schools in the Tucson area including LEED certification.

Feedback Reduction in the CommPort BTE Wireless Earpiece (Motorola)
Feedback is a problem that plagues boomless and short boom microphones used in telephony accessories worn on the ear resulting in low receive audio levels delivered to the user. Gain margin in the CommPort earpiece was improved by 17 dB by selecting more appropriate materials, applying equalization at frequencies with low gain margin, and improving seals in the sound tube and microphone boot.

Oversight of High Efficiency 36 mm Speaker Platform Design (Motorola)
Managed the development of a new generation of high efficiency 36 mm speakers, coordinating the effort among multiple product development teams to meet specific needs. Took part in the design

process by performing modal analysis on the cone to reduce distortion using laser vibrometry measurements and redesigning the motor structure and voice coil using FEA to improve low frequency performance and efficiency.

Rub and Buzz Detection (Motorola)

Conducted an investigation into methods of detecting rub and buzz in microspeakers. This work produced a new proprietary frequency domain detection method whose accuracy is comparable to the Leonhard Research HARMONI algorithm.

Non-invasive Characterization of Viscoelastic Polymers (Georgia Tech)

Designed and constructed in-plane and out of plane laser vibrometers as well as a temperature controlled chamber for non-invasive dynamic material characterization of microvoided viscoelastic polymers. The experiment was also designed to incorporate a pressure chamber. Analysis included an in-depth study of temperature and pressure effects on the complex dynamic moduli of a number of material samples. Design issues encompassed achieving uniform piston motion on the PZT actuated baseplate used to drive the sample, relieving residual stresses at the sample-baseplate bond caused by pressurization, and automation of the experiment using LabVIEW. Technical skills required included design and construction of the optical layout for the vibrometers and electronic components such as phase-locked loops, power / bias supplies, and a high sensitivity, solid state thermostat.

Sound Card-based Data Acquisition System (Motorola)

A data acquisition program with a graphical user interface was created in Matlab for measuring transfer functions (FRF's), electrical impedance, and power spectrums. The program can be called from within other Matlab scripts and used as a function call to perform a measurement within a larger measurement procedure. Time response windowing was used to remove room reflections. Other programs were created to do spectral analysis of single frequency stepped tone excitation data to study nonlinear phenomena and to do Thiele-Small characterization of loudspeakers using the delta mass method and a non-contact laser vibrometer measurement method.

Microphone Design Guidelines (Motorola)

Lead author and editor for Motorola's internal guidelines for designing microphones into portable two-way radios and accessories.

Designing Radio Acoustics for Wet Environments (Motorola)

Created a set of guidelines for product engineers to use in the design of speakers grilles and microphone porting to insure the continuous operation of these transducers during blowing rain and spray. Wrote the Motorola internal specification outlining the test procedure and performance metrics for ship acceptance for two-way radios and accessories rated for use in wet conditions.

Acoustical Test Fixtures (Motorola)

Guided the construction and calibration of a new set of factory acoustical fixtures for testing speakers and microphones in two-way radios and accessories.

Education:

Georgia Institute of Technology, Atlanta, Georgia

Ph.D. in Mechanical Engineering with Multi-disciplinary Certificate in Acoustics (December, 1999)

Major: Acoustics and Vibrations Minor: Numerical Methods

Thesis Topic: Non-invasive Characterization of Microvoided Polymers under Controlled Static Pressure and Temperature Using Laser Doppler Vibrometry

Advisor: Dr. Yves Berthelot

GPA: 4.0 / 4.0

Master of Science in Mechanical Engineering (December, 1995)
Area: Acoustics
Thesis Topic: A Five Channel Laser Interferometer for Acoustic Materials Testing
Advisor: Dr. Yves Berthelot
GPA: 4.0 / 4.0

Bachelor of Mechanical Engineering with High Honor (September, 1993)

Pennsylvania State University, Distance Learning Program, State College, Pennsylvania (Spring, 2004)
ACS 498 Sound Quality (psychoacoustics and experimental design)

Special Skills:

Technical: acoustic measurements, test system design
Computer: Python, Cython, Matlab, iNoise acoustical simulation

Selected Publications and Conferences:

R. Lance Willis, Lei Wu, and Yves H. Berthelot, "Determination of the Complex Young and Shear Dynamic Moduli of Viscoelastic Materials," J. Acoust. Soc. Am. **109** (2), pp. 611-621 (2001).

R. Lance Willis, T. Shane Stone, Yves H. Berthelot, and Walter Madigosky, "An Experimental-numerical Technique for Evaluating the Bulk and Shear Dynamic Moduli of Viscoelastic Materials," J. Acoust. Soc. Am. **102** (6), pp. 3549-3555 (1997).

R. Lance Willis, Lei Wu, and Yves H. Berthelot, "Measurements of the Dynamic Elastic Moduli of Viscoelastic Materials with Micro-inclusions," J. Acoust. Soc. Am. **106** (4), p. 2178 (1999). [Presented at the 138 th meeting]

R. Lance Willis, T. Shane Stone, and Yves H. Berthelot, "A Laser-based Experimental-numerical Technique for Evaluating the Bulk and Shear Dynamic Elastic Moduli of Viscoelastic Materials," J. Acoust. Soc. Am. **101** (5), p. 3034 (1997). [Presented at the 133rd meeting]

R. Lance Willis, T. Shane Stone, and Yves H. Berthelot, "Acoustic Material Testing by Laser Interferometry," J. Acoust. Soc. Am. **98** (5), p. 2916 (1995). [Presented at the 130th meeting]

Yves H. Berthelot, Jacek Jarzynski, Hyun-Gwon Kil, Lance Willis, and Ming Yang, "Laser Interferometry for Structural Acoustics," J. Acoust. Soc. Am. **97** (5), p. 3347 (1995). [Invited paper presented at the 129th meeting]

Patents:

U.S. Patent 6,651,501 (2003) "Adaptive Equalizer for Variable Length Sound Tubes Utilizing an Electrical Impedance Measurement"

U.S. Patent 6,698,290 (2004) "Adaptive Equalizer for Variable Length Sound Tubes Utilizing an Acoustical Time of Flight Measurement"

U.S. Patent 7,016,503 (2006) "Adaptive Equalizer for Variable Length Sound Tubes Utilizing an Acoustical Acoustic Pressure Response Measurement"

U.S. Patent 7,668,332 (2010) "Audio Porting Assembly" to maintain microphone operability during exposure to rain and moisture

Professional Societies:

Audio Engineering Society (1994 - 2021)
Acoustical Society of America (since 1994)

CITY OF FORT PIERCE

CITY COMMISSION

April 15th, 2024

Ocean Village Pickleball Amenity – Major Site Plan Amendment (Development Review) – 2400 S. Ocean Drive

REPRESENTATIVE

Leslie Olson, AICP, Principal, District Planning Group

PROPERTY OWNER(S)

Ocean Village POA

PARCEL ID #:

2507-321-0001-000-5

SUMMARY

Request for review of an application for a Major Site Plan Amendment (Development Review) to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements.

BACKGROUND

The courts will consist of asphalt surfacing with 12-foot-tall fencing, and surrounding buffer landscaping. The applicant submits that as the courts are to be utilized by residents only that additional paring is not required. However, if the courts are to be utilized by non-residents, then the consideration of an appropriate parking ratio should be applied.

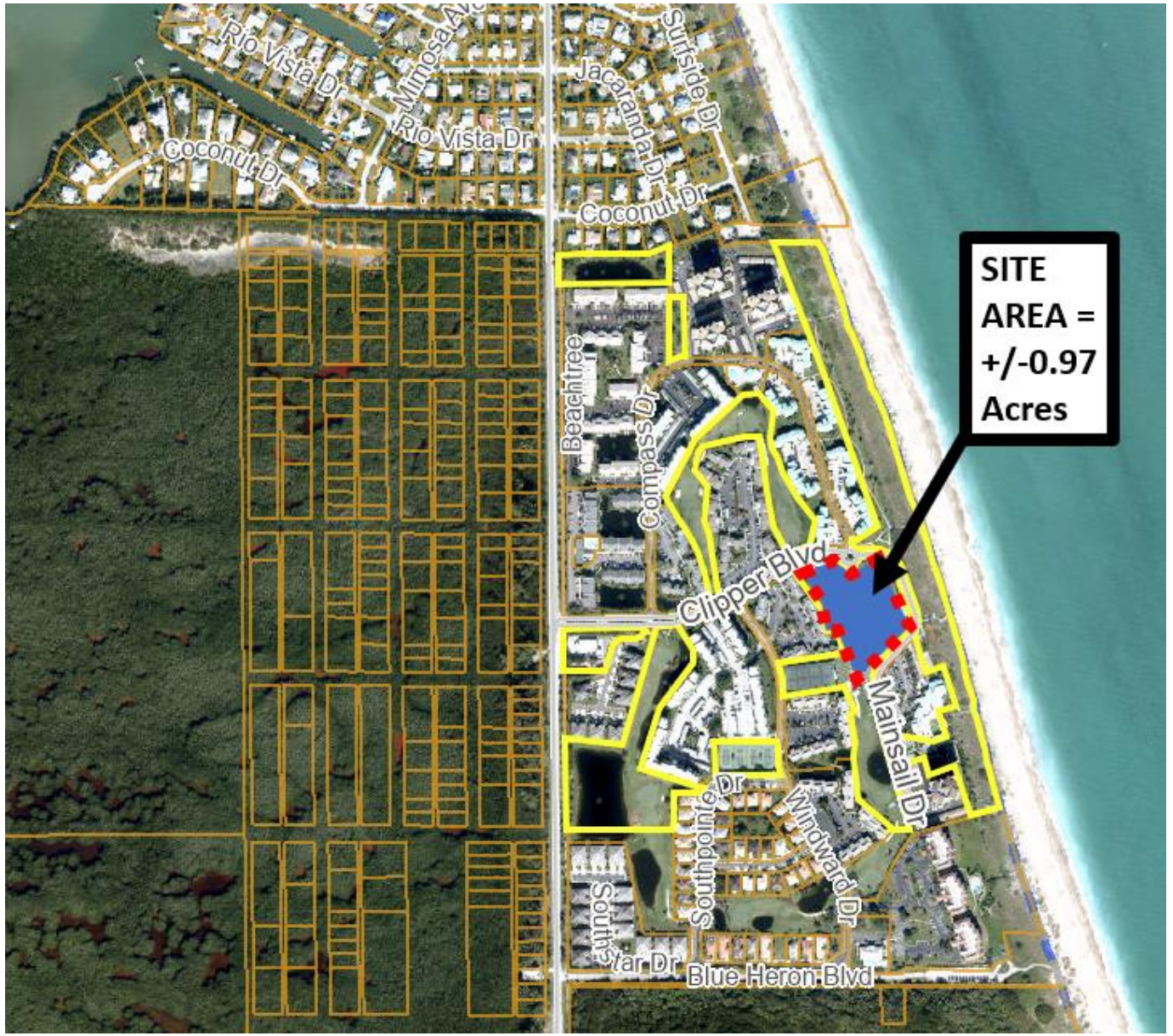
On September 7, 2021, the City Commission of the City of Fort Pierce approved a Site Plan (Development Review and Design Review) to construct a 6,426 square foot clubhouse with racquet courts. Following sound studies by the Property Owner's Association (POA), the decision was made to design five (5) Pickleball Courts in a different area in order to make every effort to minimize potential noise impacts to the closest residents. This Major Site Plan application is the result of that reconsidered design and siting based on a sound study by an acoustic specialist, PSM LLC Pickleball Sound Mitigation, which is included in this Major Site Plan submittal as background and support for the Major Site Plan at the request of Staff. This Pickleball amenity has been designed to meet and exceed the City of Fort Pierce Code of Ordinances Sound Level Limitations (Section 26-40) for Residential Uses. While Section 26-40 sets a residential threshold of 60dB between the hours of 7:00 am and 11:00 pm, it was the POA's direction to the acoustic specialist to design the courts to not exceed 50dB at the units nearest the proposed courts. The proposed site plan, landscaping and court buffering materials meet that higher standard, as discussed in the sound study by PSM LLC. An updated Pickleball Sound Analysis Final Report, dated December 8, 2023, has been provided for review.

STAFF DETERMINATION

The proposed pickleball courts total approximately 9,990 square feet. Per City Code Section 125-313. – Major and Minor Site Plan Application (b); a nonresidential or mixed-use development over 4,000 square feet in area is considered a Major Site Plan. Therefore, this site plan amendment application qualifies as a Major Site Plan Amendment.

An updated Pickleball Sound Analysis Final Report, dated December 8, 2023, has been provided to the Planning Board.

SITE LOCATION



SITE AREA= +/- 0.97 Acres

EXISTING FLU - ZONING

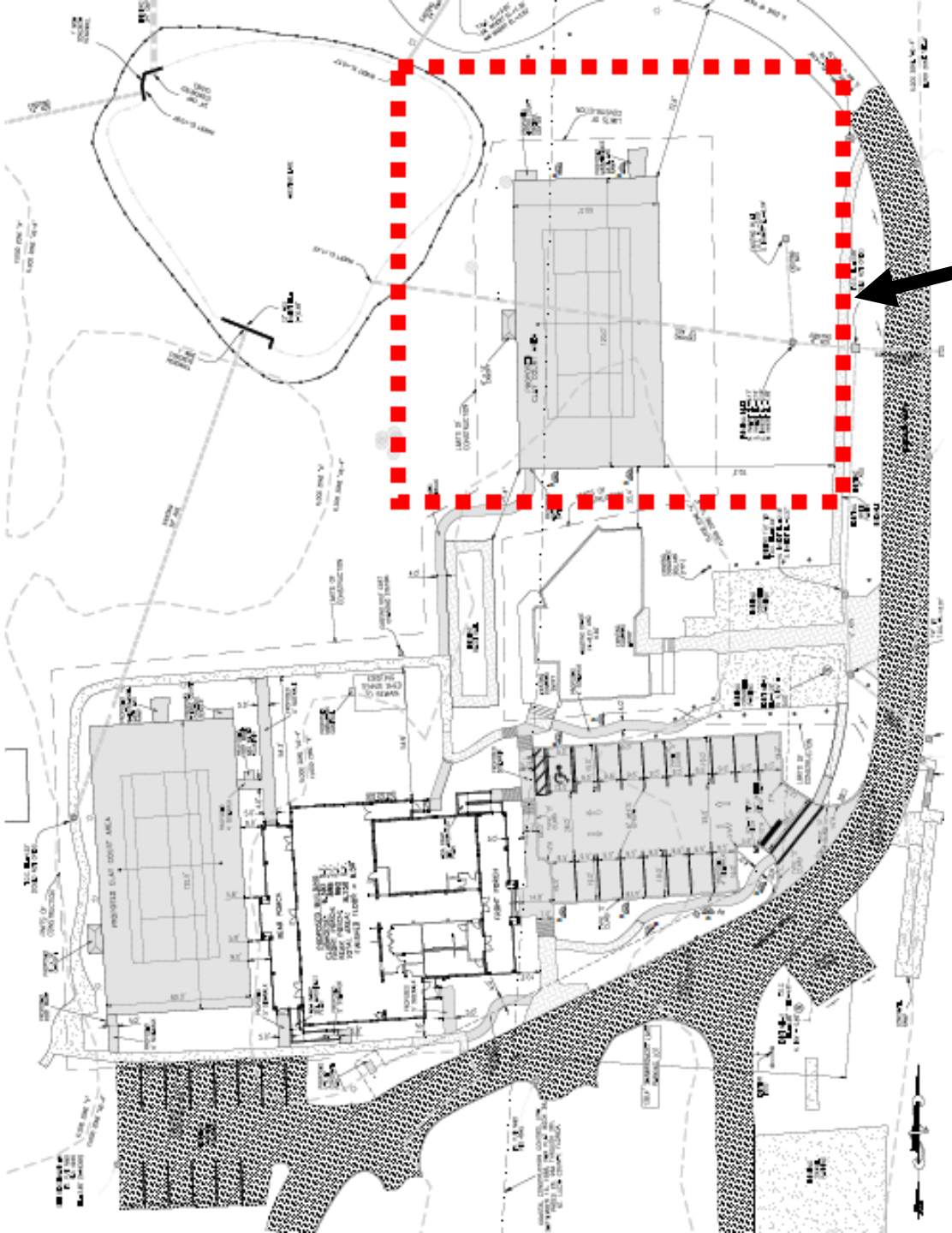
FLU: HIR, Hutchinson Island Residential

Zoning: R-4A, Hutchinson Island Medium Density Residential Zone

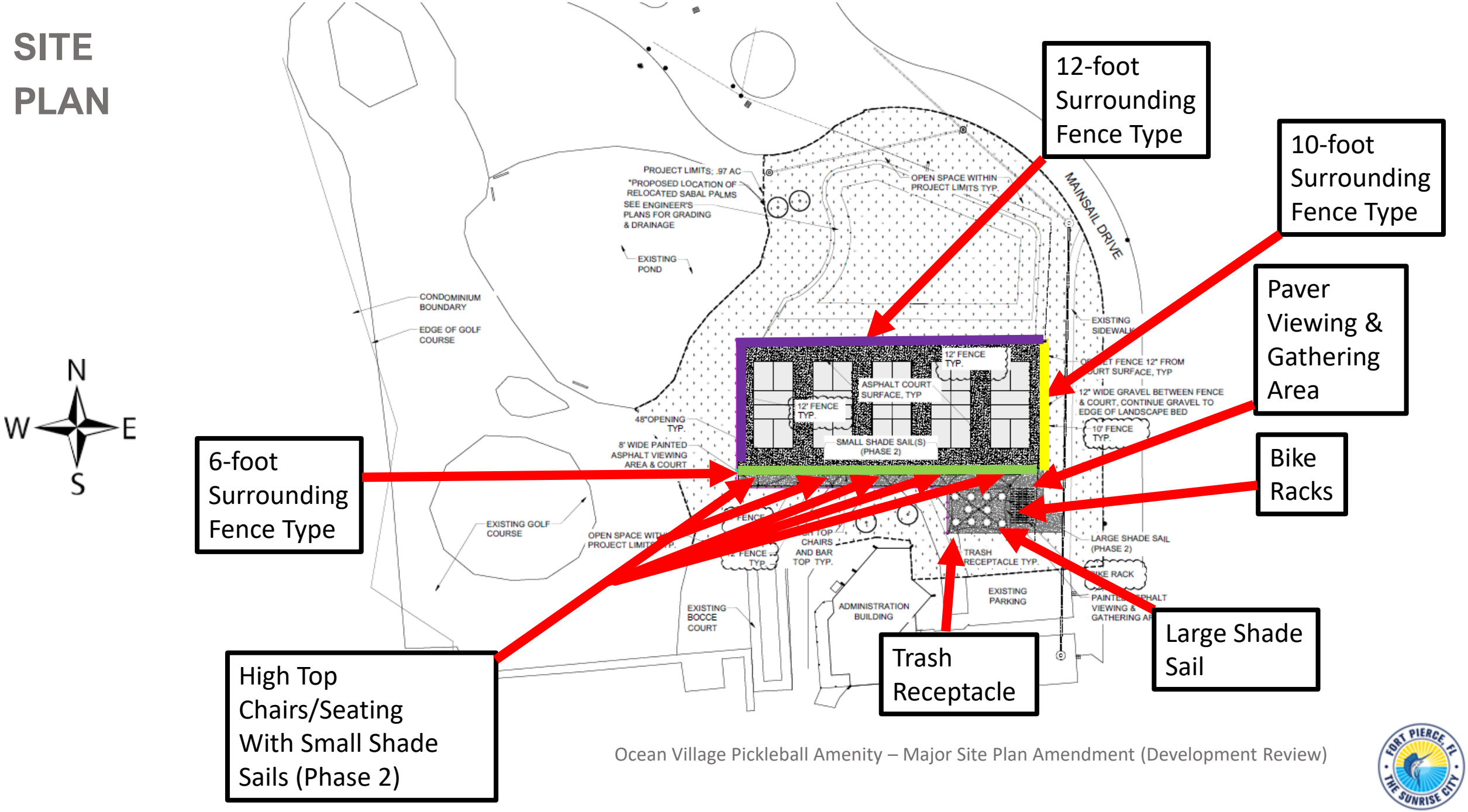


ORIGINAL APPROVED MAJOR SITE PLAN





SITE PLAN


N
W
E
S
PROJECT LIMITS; .97 AC
*PROPOSED LOCATION OF RELOCATED SABAL PALMS SEE ENGINEER'S PLANS FOR GRADING & DRAINAGE
EXISTING POND
CONDOMINIUM BOUNDARY
EDGE OF GOLF COURSE
OPEN SPACE WITHIN PROJECT LIMITS TYP.
MAINSAIL DRIVE
EXISTING SIDEWALK
12' FENCE TYP.
ASPHALT COURT SURFACE, TYP
12' FENCE TYP.
SMALL SHADE SAIL(S) (PHASE 2)
48"OPENING TYP.
8' WIDE PAINTED ASPHALT VIEWING AREA & COURT
12" WIDE GRAVEL BETWEEN FENCE & COURT, CONTINUE GRAVEL TO EDGE OF LANDSCAPE BED
10' FENCE TYP.
EXISTING GOLF COURSE
OPEN SPACE WITH PROJECT LIMITS TYP.
HIGH TOP CHAIRS AND BAR TOP TYP.
TRASH RECEPTACLE TYP.
LARGE SHADE SAIL (PHASE 2)
BIKE RACK
EXISTING PARKING
EXISTING BOCCE COURT
ADMINISTRATION BUILDING
12-foot Surrounding Fence Type
10-foot Surrounding Fence Type
Paver Viewing & Gathering Area
Bike Racks
6-foot Surrounding Fence Type
Large Shade Sail
Trash Receptacle
High Top Chairs/Seating With Small Shade Sails (Phase 2)

LANSCAPE PLAN

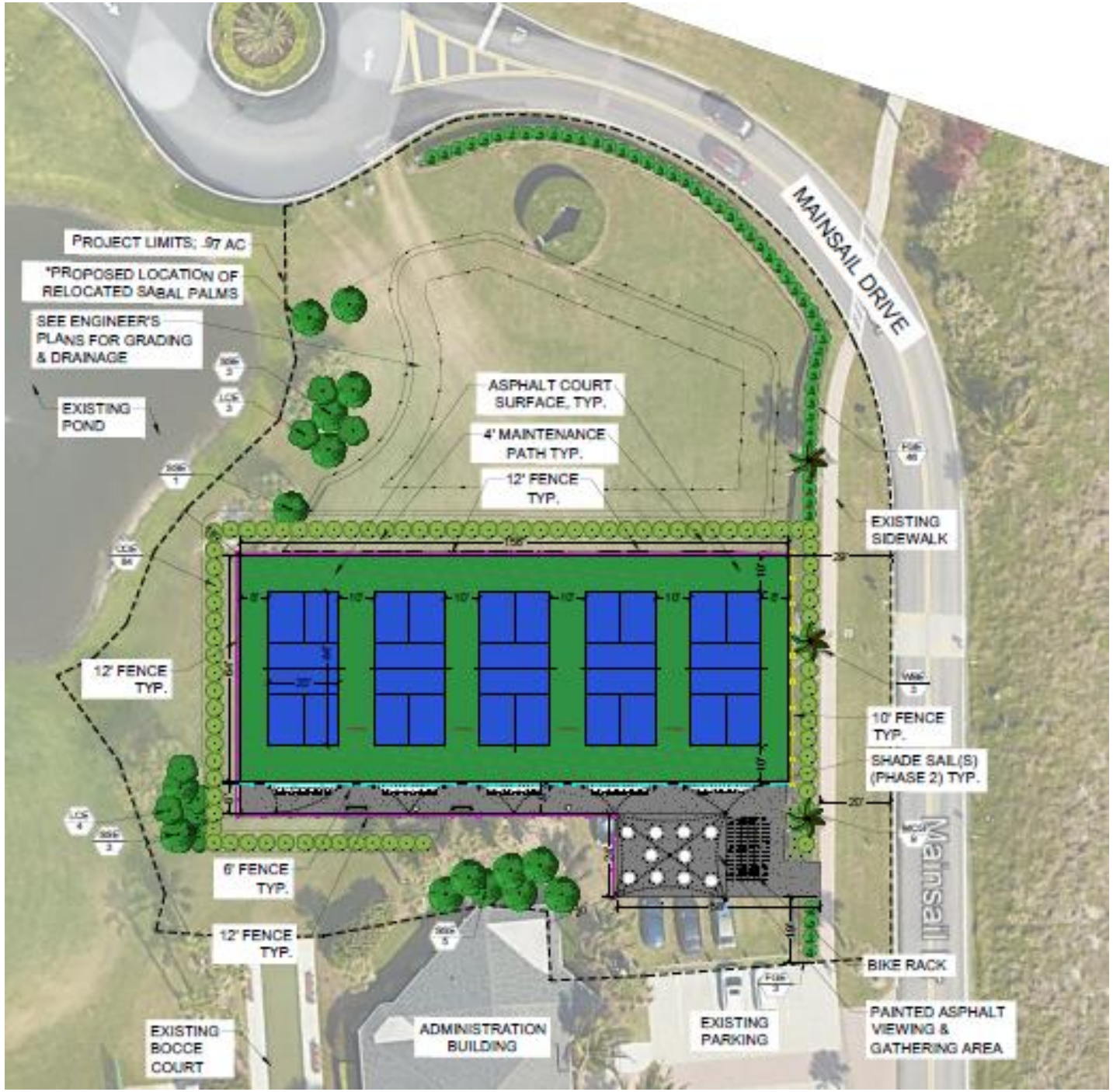
Plant List

Trees to remain:
7 Chinese Fan Palm
12 Cabbage Palmetto
3 Foxtail Palm

Shrubs to remain:
50 Green Island Ficus

New Shrubs:
84 Green Buttonwood
9 Pink Muhly

Ground Covers:
St. Augustine



TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Major Site Plan Amendment with the three (3) Staff recommended conditions, at their February 12th, 2024 meeting.

CONDITIONS OF APPROVAL

1. All activities at the pickleball courts shall comply with the City's Noise regulations at all times.
2. Should the use of the courts hereby approved be extended to non-residents then prior to such use an appropriate parking study shall be submitted to the Planning Department for assessment of an appropriate parking ratio. Should the parking analysis prove the requirement, then additional parking shall be permitted and built prior to non-residents being granted access.
3. The noise attenuation panels, and associated support fencing shall be maintained and remain in place at all times that the courts are in use.

RECOMMENDATION

The proposed Major Site Plan Amendment (Development Review) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends APPROVAL of the requested application with three (3) conditions.

ALTERNATIVE MOTIONS

1. Modified Approval.

or

2. Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

April 15th, 2024

Ocean Village Pickleball Amenity – Major Site Plan Amendment (Development Review) – 2400 S. Ocean Drive

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 04/15/2024

Re: FPUA Final Budget Amendment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R18 approving FPUA's FY2022-2023 Final Budget Amendment

SUMMARY:

n accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), Javier Cisneros, Director of Utilities has forwarded the FY 2023 Final Budget Amendment for consideration and approval by the City Commission.

RECOMMENDATION:

By majority vote, waive the thirty-day period for disapproval and approve FY 2023 Final Budget Amendment as submitted.

ALTERNATIVES:

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

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities

COORDINATED WITH:

Barbara Mika, FPUA Director of Finance and Administration
Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Presentation
24-R18
FPUA Memo
FPUA Final Budget Amendment
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/21/2024 11:21 AM

Form Started By: Linda Cox
Started On: 03/20/2024 02:13 PM
Final Approval Date: 04/09/2024







FPUA
COMMUNITY PROUD

Fiscal Year Ended September 30, 2023
Final Budget Amendment
and
Annual Comprehensive Financial Report

Presented April 15, 2024

Financial Operating Results
Fiscal Year ended September 30, 2023

Year over Year Changes from the prior fiscal year:

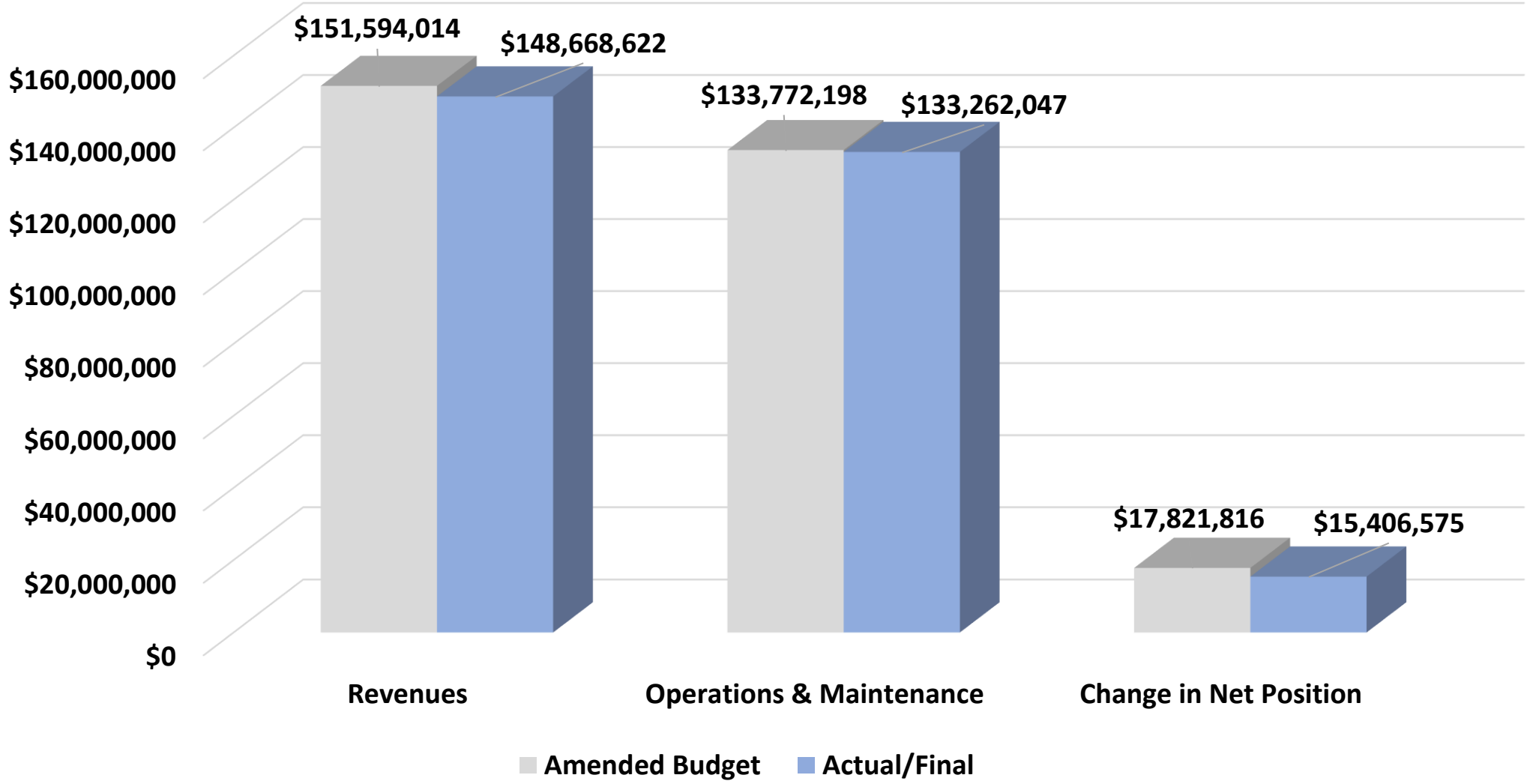
- Operating Income increased $6,443,182
- Operating Revenues rose $1,491,989
- Operating Expenses were lower by $4,951,193

- Grant Revenue increased $2,110,910

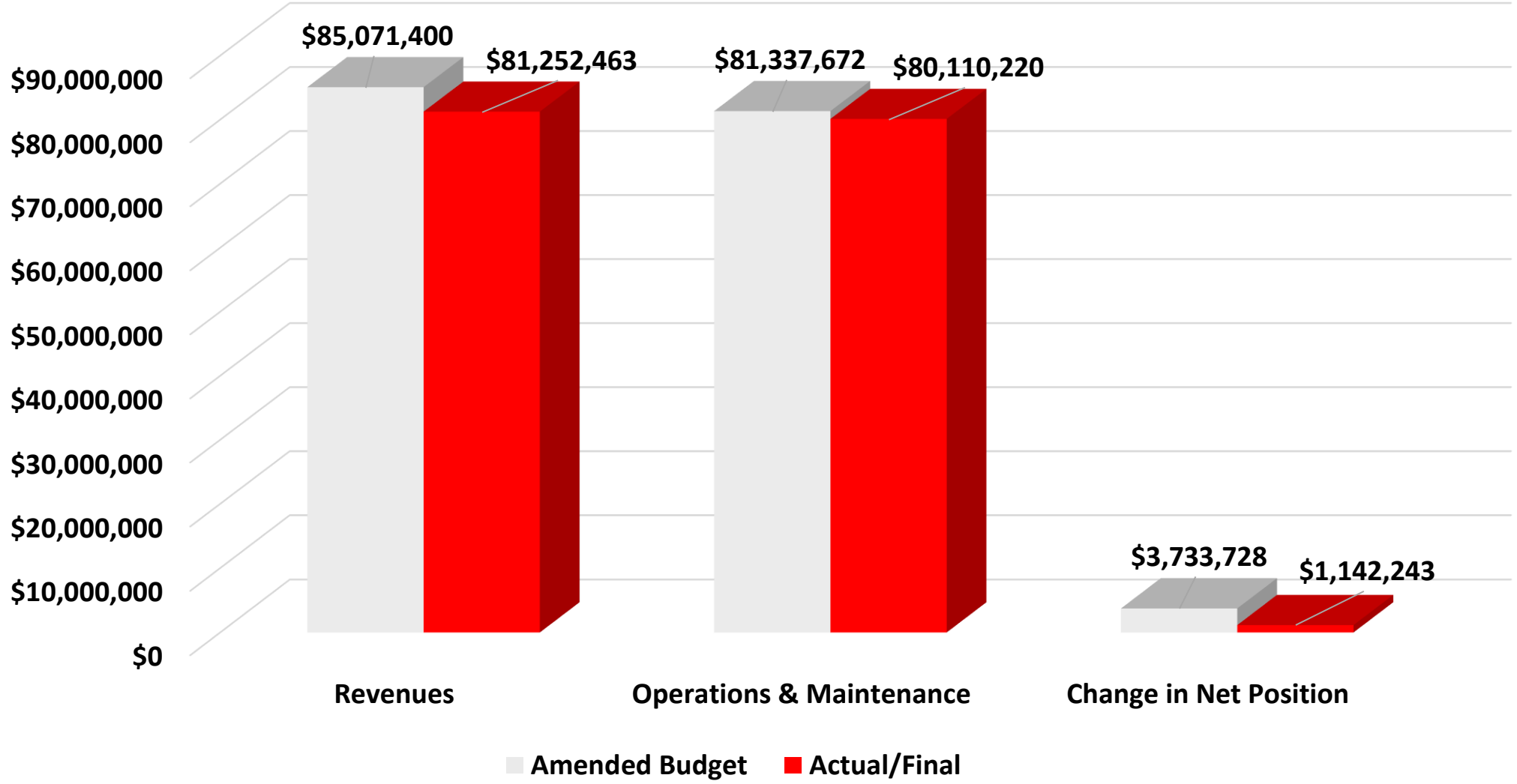
- Capital Contributions increased $2,330,596

- Change in Net Position $15,406,575

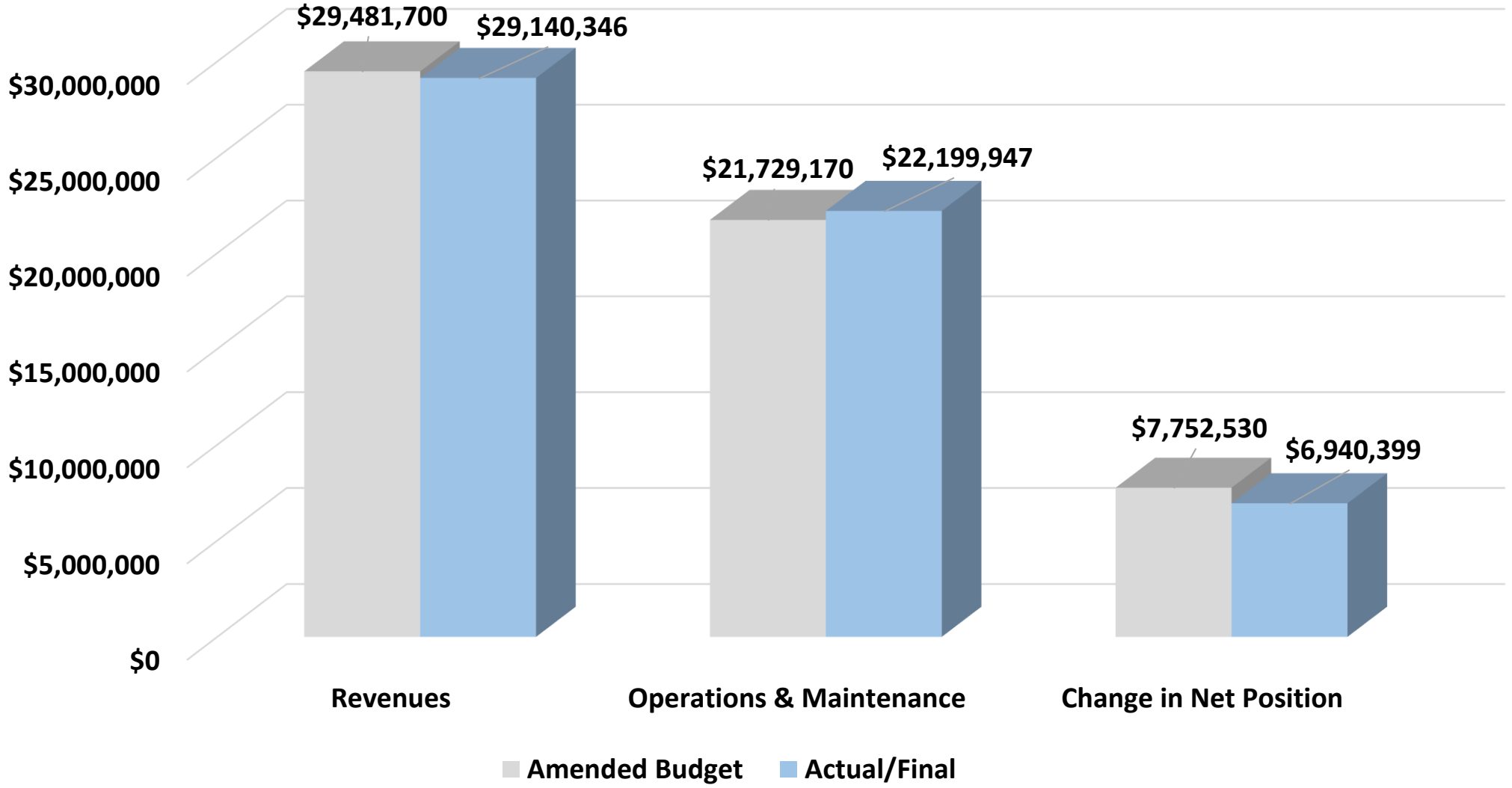
Total Revenue and O&M Expense Amended Budget vs. Actual/Final



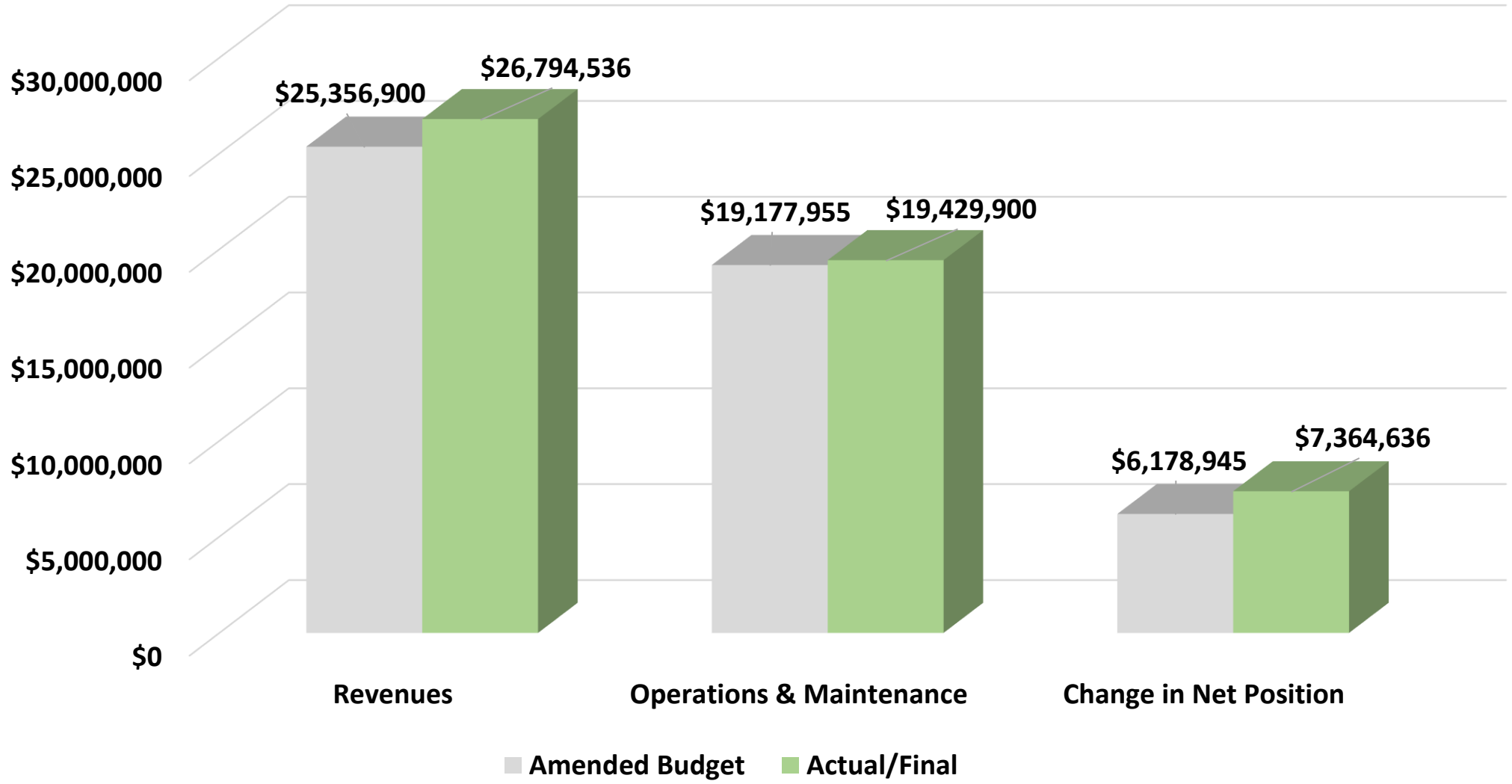
Electric System Total Revenue and O&M Expense Amended Budget vs. Actual/Final



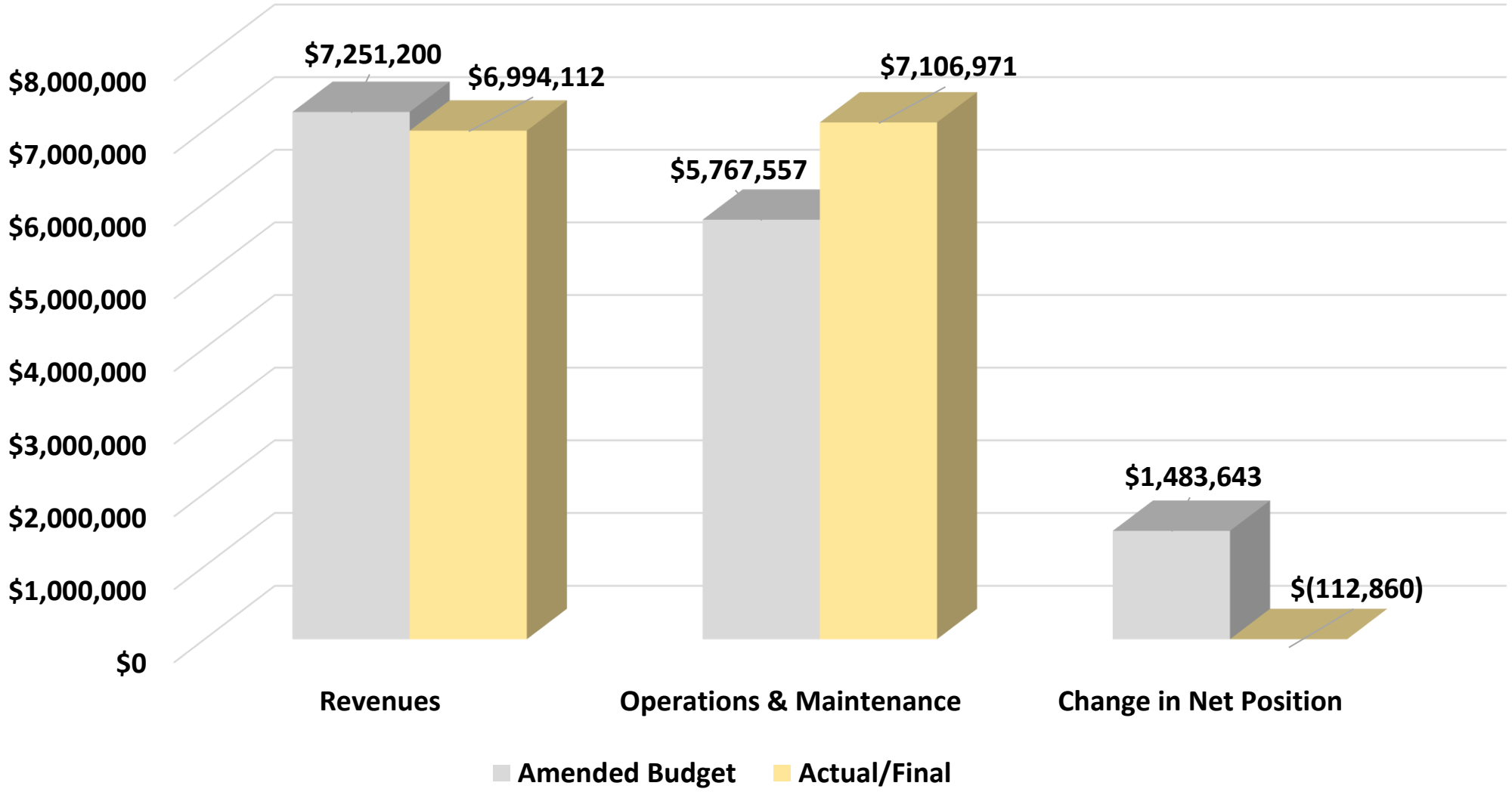
Water System Total Revenue and O&M Expense Amended Budget vs. Actual/Final



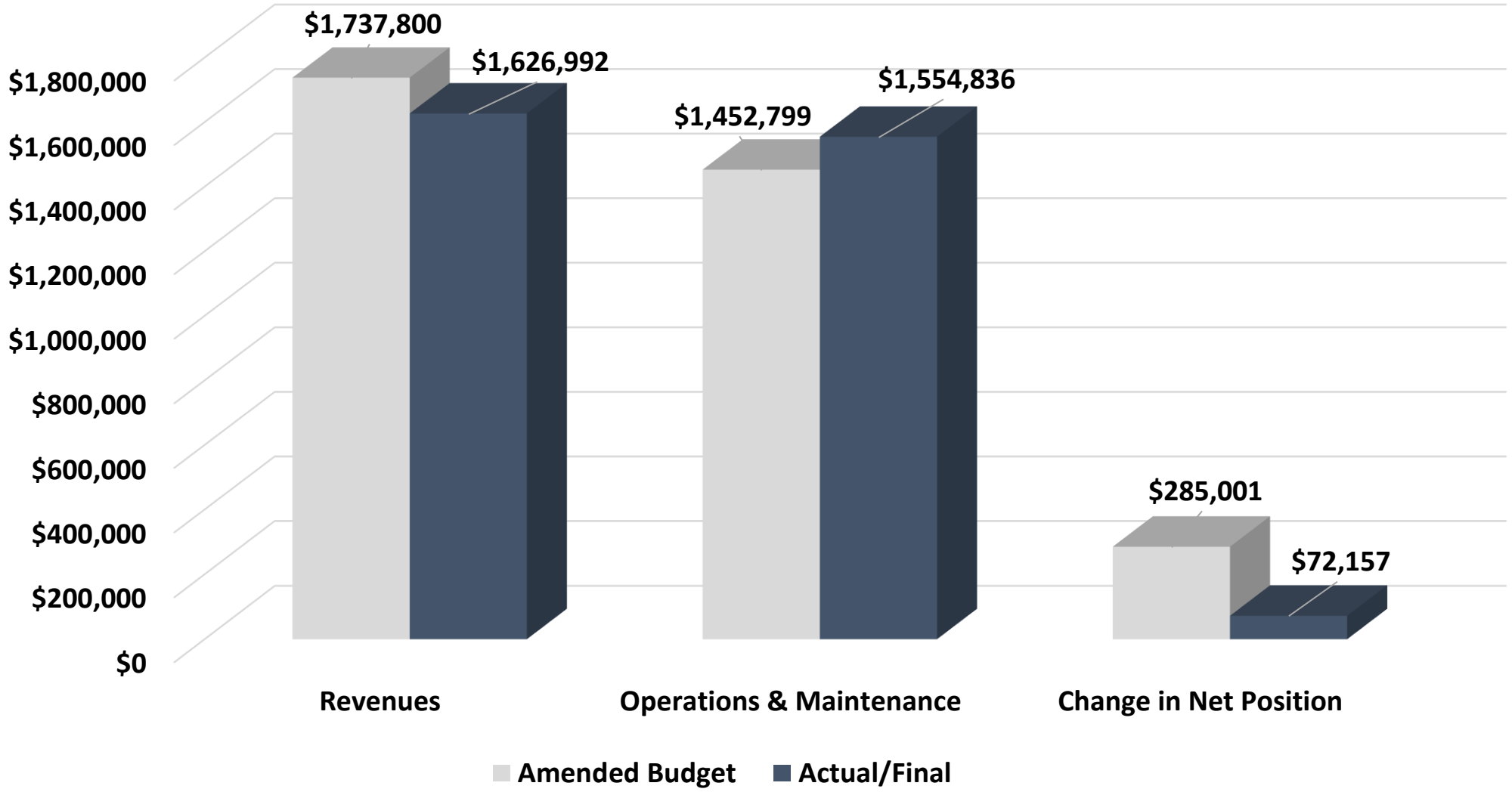
Wastewater System Total Revenue and O&M Expense Amended Budget vs. Actual/Final



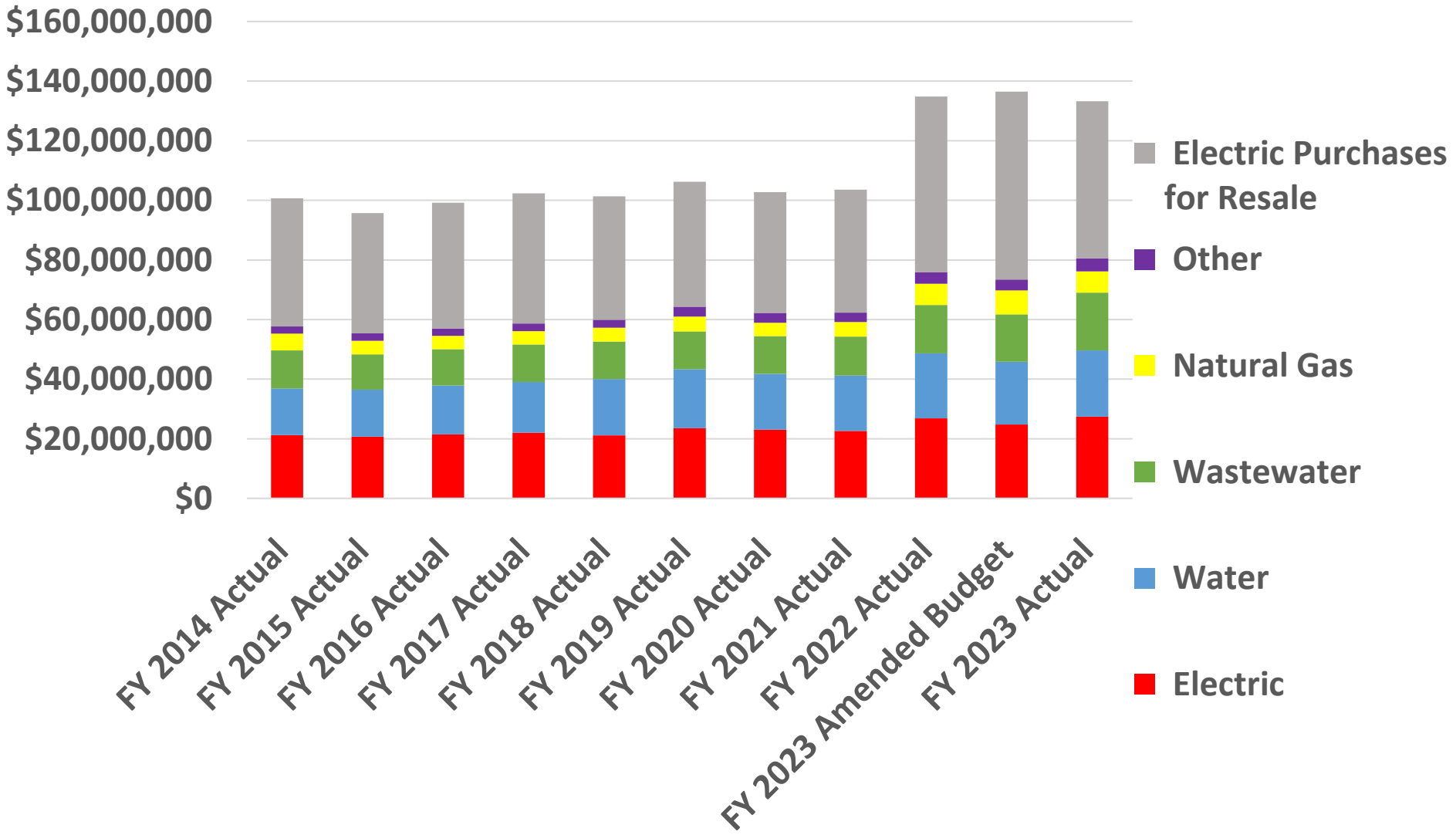
Natural Gas System Total Revenue and O&M Expense Amended Budget vs. Actual/Final



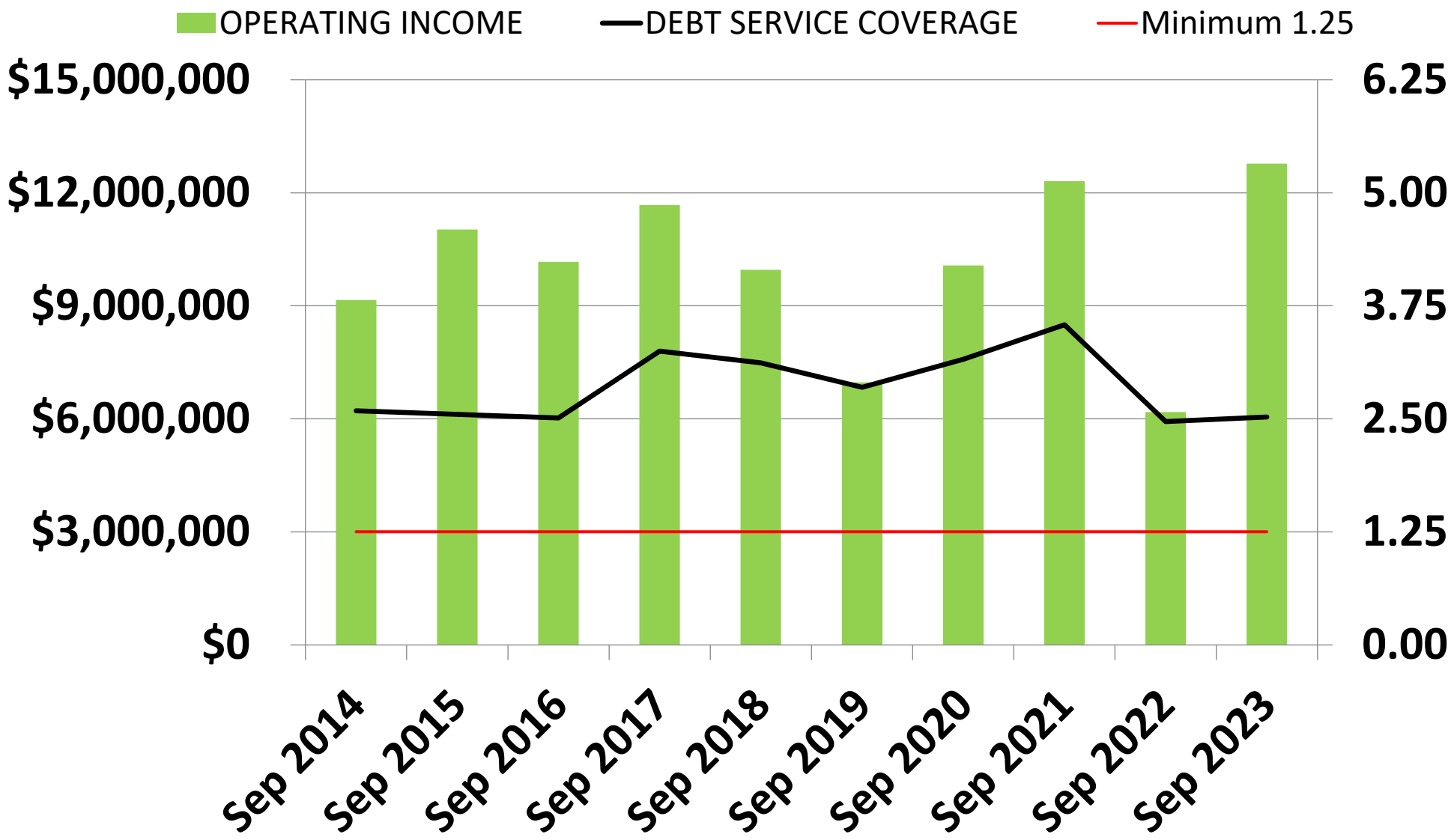
FPUAnet System Total Revenue and O&M Expense Amended Budget vs. Actual/Final



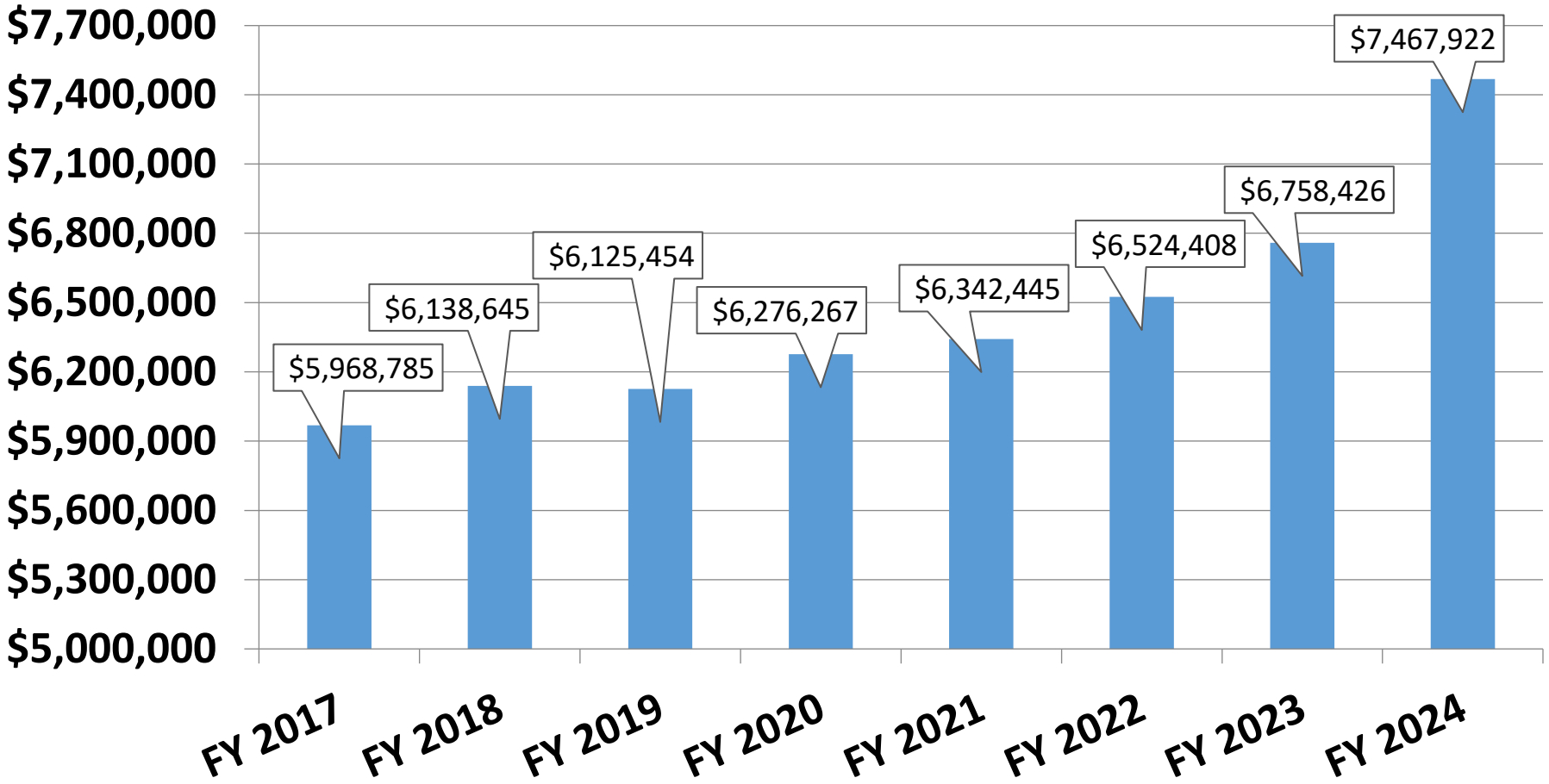
Operations and Maintenance Expenses net of Transfers



Operating Income and Debt Service Coverage



City Distribution



Requesting two separate approvals… Audited Financials and the Final Budget Amendment for FY 2023

…the audited Financial Statements as being the unmodified opinion of the auditors that FPUA's financial statements for the fiscal year ending September 30, 2023 are fairly presented in accordance with accounting principles generally accepted in the United States of America, and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA Annual Comprehensive Financial Report, on file with the City Clerk's office pursuant to the City Charter.

… the Final Budget Amendment of FPUA for the Fiscal Year 2023, adopted by Resolution No. UA 2024-04.

Questions or Comments



RESOLUTION NO. 24-R18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE **FINAL BUDGET AMENDMENT FOR THE FORT PIERCE UTILITIES AUTHORITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176 and Section 178, the Fort Pierce Utilities Authority amended its budget for fiscal year 2023 via Resolution UA 2024-04; and

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 176(12), the Fort Pierce Utilities Authority has presented to the City Commission its final budget amendment for FY2023.

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

SECTION 1. The that City Commission hereby accepts the FY2023 Final Budget Amendment of the Fort Pierce Utilities Authority as adopted by Resolution UA 2024-04, attached hereto as Exhibit A, and waives the thirty-day period for disapproval by the City Commission.

SECTION 2. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

Fort Pierce Utilities Authority

MEMORANDUM

To: Fort Pierce City Commission

From: Barbara Mika, CGFO, CPPT
Chief Financial Officer

Through: Javier Cisneros, PE
FPUA Director of Utilities

Date: March 19, 2024

Subject: City Commission Agenda Request for April 1, 2024 Meeting
FY 2023 Final Budget Amendment

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), I am requesting approval of FPUA's FY 2023 Final Budget Amendment during the April 1, 2024, City Commission meeting.

If you have any questions or need additional information, please contact me.

Attachment: Final Budget Amendment
Presentation

Email: City Manager
City Clerk
City Attorney

RESOLUTION NO. UA 2024-04

A RESOLUTION AMENDING THE BUDGET OF FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY:

SECTION I: That in accordance with City of Fort Pierce Charter, Article XII, Section 176 and Section 178, Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, hereby amends its budget for fiscal year 2023 for the operation of the utilities systems for the City of Fort Pierce, Florida, by adjusting various budget items as set forth in the attached schedule consisting of 45 pages.

SECTION II: Attached hereto and incorporated herein by reference is the 45 page schedule referred to above.

SECTION III: That it shall be the duty of the Director of Fort Pierce Utilities Authority to adjust the accounts and perform necessary transfers among the accounts to conform to the amended budget.

SECTION IV: That this Resolution shall be in full force and effect upon adoption by the Fort Pierce Utilities Authority Board and the City Commission of the City of Fort Pierce, Florida, and shall be effective retroactive to September 30, 2023.

This Resolution is adopted this 19th day of March, 2024.

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
From:	Barbara A. Mika, CGFO, Director of Financial Services
Date:	March 11, 2024
Subject:	**Resolution No. UA 2024-04, Final Budget Amendment for FY 2023**

RECOMMENDATION:

Adopt Resolution No. UA 2024-04, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

SUMMARY/SUPPORTING INFORMATION:

Presented for the Board's review and approval is the Final Budget Amendment for FY 2023.

The Final Budget Amendment reflects revenues in the amount of $148,668,622 a decrease of $2,925,392 (-1.9%) as compared to the Amended FY 2023 Budget, which was approved by the Board on August 1, 2023. As well, the Final Budget Amendment reflects expenses in the amount of $135,497,040 (budget basis), an increase of $814,846 (.61%) from the Amended FY 2023 Budget figure of $134,682,194, which excludes contingency. Also presented in the budget amendment summary is a recap of FPUA's expenses as presented in the financial statements and the calculation of the Change in Net Position. The difference between the two presentations is that capitalized salary, benefit and overhead costs are included in the budgeted expenditures, but are excluded from expenses for financial statement reporting purposes, in accordance with Generally Accepted Accounting Principles.

Increase in Net Position

FPUA's financial statements reflect an increase in net position for FY 2023 in the amount of $15,406,575 as compared to the $17,821,816 increase projected in the Amended FY 2023 Budget.

Unit Sales and Revenues

As shown in the table below, unit sales were above the amended projections for all utilities except Natural Gas.

	Amended Budget	Actual	Increase (Decrease)	Percent
Electric (MWh)	596,925	584,311	(12,614)	(2.11%)
Water (*)	3,100,694	3,018,845	(81,849)	(2.64%)
Wastewater (*)	1,796,939	1,748,028	(48,911)	(2.72%)
Natural Gas (ccf)	5,095,575	4,710,688	(384,887)	(7.55%)

* Thousands of Gallons

Expenses

Overall projected budgetary expenses, in the amount of $135,497,040 were higher than the amended projections by $814,846 (.61%).

- The employee pension plan incurred losses in FY 2023 resulting in expenses exceeding the anticipated budget by $4,787,373.
- Personnel Services including salaries and overtime brought a savings of $374,525.
- Savings in contracted services not utilized during the budget year included maintenance and service contracts, professional fees and training totaling $816,588.
- Favorable conditions resulting in additional savings in purchases for resale totaling $2,699,901.

Summary

Fiscal Year 2023 was another year of maintaining effective cost controls and improving efficiency at FPUA, while continuing to respond to customer needs and providing quality service.

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

Resolution No. UA 2024-04

FORT PIERCE UTILITIES AUTHORITY
FY 2023 FINAL BUDGET AMENDMENT
SUMMARY

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
REVENUES			
ELECTRIC	$ 85,071,400	$ 81,252,463	$ (3,818,937)
WATER	29,481,700	29,140,346	(341,354)
NATURAL GAS	7,251,200	6,994,112	(257,088)
WASTEWATER	25,356,900	26,794,536	1,437,636
MOEC	620,726	704,276	83,550
FPUAnet	1,737,800	1,626,992	(110,808)
TCEC	2,074,288	2,155,897	81,609
TOTAL REVENUES	$ 151,594,014	$ 148,668,622	$ (2,925,392)
EXPENSES PER THE FINANCIAL STATEMENTS			
ELECTRIC	$ 81,337,672	$ 80,110,220	$ (1,227,452)
WATER	21,729,170	22,199,946	470,776
NATURAL GAS	7,379,588	7,106,972	(272,616)
WASTEWATER	19,177,955	19,429,899	251,944
MOEC	620,726	704,276	83,550
FPUAnet	1,452,799	1,554,836	102,037
TCEC	2,074,288	2,155,897	81,609
TOTAL EXPENSES	$ 133,772,198	$ 133,262,047	$ (510,151)
INCREASE (DECREASE) IN NET POSITION			
ELECTRIC	$ 3,733,728	$ 1,142,243	$ (2,591,485)
WATER	7,752,530	6,940,400	(812,130)
NATURAL GAS	(128,388)	(112,860)	15,528
WASTEWATER	6,178,945	7,364,637	1,185,692
MOEC	-	-	-
FPUAnet	285,001	72,156	(212,845)
TCEC	-	-	-
CHANGE IN NET POSITION	$ 17,821,816	$ 15,406,575	$ (2,415,241)

ALLOCATION DISTRIBUTION
FY 2023

	DEPARTMENT	CAPITAL	ELECTRIC	WATER	GAS	WASTEWATER	FPUAnet	OTHER	TOTAL
01	MOEC	$ -	$ -	$ -	$ -	$ -	$ -	$ 704,266	704,266
02	TCEC	-	-	-	-	-	-	2,155,897	2,155,897
10	BOARD	6,370	47,152	35,520	6,660	26,201	93	-	121,996
11	DIRECTOR OF UTILITIES	21,070	182,936	137,808	25,839	101,651	359	-	469,663
12	GENERAL COUNSEL	7,686	76,225	57,421	10,766	42,355	150	-	194,603
14	REGULATORY AFFAIRS	31,780	164,150	161,525	39,713	108,591	21,193	-	526,953
15	HUMAN RESOURCES	50,609	141,175	138,918	34,154	93,393	18,227	-	476,476
18	SAFETY	12,482	54,657	53,783	13,223	36,158	7,057	-	177,359
21	FINANCE	88,424	751,450	566,817	106,045	418,153	1,578	-	1,932,467
22	MATERIALS MANAGEMENT	448,716	194,962	111,901	88,725	29,878	6,918	-	881,101
31	DIRECTOR OF UTILITY SUPPORT SERVCIES	16,425	109,137	107,392	26,404	72,198	14,091	-	345,647
32	INFORMATION TECHNOLOGY SERVICES	220,529	1,253,349	1,233,311	303,224	829,138	161,820	-	4,001,370
35	FACILITIES	58,894	446,551	372,304	78,855	222,094	-	-	1,178,699
39	ADMINISTRATIVE & GENERAL	-	-	-	-	-	-	10	10
41	PUBLIC AFFAIRS & SUSTAINABILITY	15,520	190,948	143,843	26,971	106,103	375	-	483,759
43	CUSTOMER SERVICE	1,373	939,738	707,783	132,751	522,073	1,825	-	2,305,543
44	UTILITY OPERATIONS	-	286,017	215,592	40,382	159,036	580	-	701,606
46	GEOSPATIAL TECHNOLOGY SERVICES	18,204	238,213	179,448	33,647	132,367	467	-	602,346
49	ADMINISTRATIVE & GENERAL	5,715	20,266	19,942	4,903	13,406	2,617	-	66,848
51	DIRECTOR OF ELECTRIC & GAS SYSTEMS	9,020	292,633	-	-	-	-	-	301,653
53	ELECTRIC PURCHASES FOR RESALE	-	52,691,992	-	-	-	-	-	52,691,992
54	ELECTRIC TRANSMISSION & DISTRIBUTION	575,142	9,784,122	-	-	-	-	-	10,359,264
55	ELECTRIC OPERATIONS	2,279	2,401,279	-	-	-	-	-	2,403,558
56	ELECTRIC & GAS ENGINEERING	346	1,477,837	-	-	-	-	-	1,478,183
59	ADMINISTRATIVE & GENERAL	-	8,365,432	-	-	-	-	-	8,365,432
61	DIRECTOR OF WATER/ WASTEWATER SYSTEMS	201	-	329,955	-	219,970	-	-	550,126
62	WATER RESOURCES	890	-	8,513,369	-	-	-	-	8,514,259
64	WATER DISTRIBUTION	183,572	-	5,675,089	-	-	-	-	5,858,661
66	WATER/WASTEWATER ENGINEERING	117,263	-	688,587	-	459,057	-	-	1,264,907
69	ADMINISTRATIVE & GENERAL	-	-	2,749,640	-	-	-	-	2,749,640
74	GAS OPERATIONS	82,134	-	-	2,161,375	-	-	-	2,243,509
75	NATURAL GAS PURCHASES FOR RESALE	-	-	-	3,123,982	-	-	-	3,123,982
79	ADMINISTRATIVE & GENERAL	-	-	-	849,353	-	-	-	849,353
82	WATER RECLAMATION	3,558	-	-	-	4,690,915	-	-	4,694,473
84	WASTEWATER COLLECTION	40,835	-	-	-	5,753,111	-	-	5,793,946
89	ADMINISTRATIVE & GENERAL	-	-	-	-	5,394,050	-	-	5,394,050
93	FPUAnet COMMUNICATIONS	215,956	-	-	-	-	1,158,082	-	1,374,038
95	FPUAnet PURCHASES FOR RESALE	-	-	-	-	-	55,954	-	55,954
99	ADMINISTRATIVE & GENERAL	-	-	-	-	-	103,451	-	103,451
	TOTALS	$ 2,234,993	$ 80,110,220	$ 22,199,946	$ 7,106,972	$ 19,429,899	$ 1,554,836	$ 2,860,173	$ 135,497,040

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	SALARIES & WAGES	$ 16,070,336	$ 16,772,499	$ 17,340,780	$ 17,034,321
1020	OVERTIME	1,178,324	1,015,965	1,322,500	1,254,434
	PERSONNEL SERVICES TOTAL	17,248,660	17,788,464	18,663,280	18,288,755
	EMPLOYEE BENEFITS				
4050	RETIREMENT	639,930	6,838,672	2,988,603	7,775,976
4060	FICA	1,258,107	1,297,688	1,427,741	1,343,922
4070	EMPLOYEES' INSURANCE	4,445,484	4,200,978	4,359,000	4,580,802
4090	VACATION PAY EXPENSE	(9,296)	(62,400)	-	52,991
4100	SICK PAY EXPENSE	25,799	(15,418)	-	97,686
4110	NET OPEB EXPENSE	4,232	76,942	77,001	78,363
4600	WORKERS' COMPENSATION	192,371	162,711	215,000	137,443
4640	UNEMPLOYMENT CLAIMS	789	72	10,000	3,355
	EMPLOYEE BENEFITS TOTAL	6,557,416	12,499,245	9,077,345	14,070,538
	CONTRACTUAL SERVICES				
2110	ADVERTISING	62,611	64,106	84,982	68,174
2122	RENTALS	75,679	93,847	97,878	90,268
2131	MAINTENANCE OF STRUCTURES	77,196	81,807	125,668	82,985
2132	MAINTENANCE OF VEHICLES	227,804	180,637	177,715	172,880
2133	MAINTENANCE OF EQUIPMENT	234,328	155,771	203,843	187,371
2139	MAINTENANCE/SERVICE CONTRACTS	3,482,146	4,263,208	4,594,807	4,043,994
2140	POSTAGE	201,011	206,171	216,591	206,068
2151	PRINTING	60,170	71,503	92,355	74,776
2161	PROFESSIONAL FEES - AUDIT	49,470	54,670	60,000	68,651
2164	PROFESSIONAL FEES - CONS/ENG	322,850	1,094,471	1,047,789	878,182
2165	TEMPORARY LABOR	18,399	19,748	62,253	39,460
2166	PROFESSIONAL FEES - OTHER	55,939	955,404	176,857	191,754
2170	TRAINING	190,431	257,471	344,105	247,937
2171	TRAVEL	2,541	9,423	20,956	21,118
2172	CAR ALLOWANCE	146,244	148,410	149,113	146,836
2190	COMMUNICATIONS	220,129	433,620	721,000	719,604
2200	UTILITIES	2,057,872	2,650,257	2,827,017	2,874,946
2230	EMPLOYEE RELATIONS	42,206	70,539	63,449	36,117
2240	BUSINESS RELATIONS	584	2,741	8,540	5,946
2250	COMMUNITY RELATIONS	51,290	98,609	71,100	32,662
2260	MEMBERSHIPS - PROFESSIONAL	72,775	66,905	82,551	68,139
2262	MEMBERSHIPS - CIVIC	24,370	28,375	34,551	27,940
2290	BILLING - HOUSING AUTHORITY	2,473	2,405	2,238	2,475
	CONTRACTUAL SERVICES TOTAL	7,678,518	11,010,098	11,265,358	10,288,283
	PURCHASES FOR RESALE				
3360	PURCHASES FOR RESALE	43,368,618	62,593,285	58,572,000	55,872,099
	PURCHASES FOR RESALE TOTAL	43,368,618	62,593,285	58,572,000	55,872,099

OPERATIONS AND MAINTENANCE EXPENSE ANALYSIS BY OBJECT CODE

OBJECT CODE		ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023
	COMMODITIES				
3311	OFFICE SUPPLIES	97,640	72,997	77,190	68,772
3313	SUBSCRIPTIONS	24,615	24,093	66,196	70,105
3316	OPERATING SUPPLIES	1,751,146	1,769,912	1,955,502	1,902,407
3320	CHEMICALS	1,091,302	1,133,389	1,427,440	1,361,551
3331	VEHICLE SUPPLIES	370,162	493,343	440,017	495,666
3340	SMALL TOOLS	92,219	69,556	115,505	83,354
	COMMODITIES TOTAL	3,427,084	3,563,290	4,081,850	3,981,855
	FIXED & SUNDRY				
4010	COST OF GOODS SOLD	34,413	94,800	84,000	78,738
4015	SALES DISCOUNTS	2,037	3,711	7,500	2,987
4020	CASH (OVER) SHORT	(2,302)	(1,702)	300	(1,260)
4080	EMPLOYEE SUGGESTIONS & AWARDS	9,513	9,943	11,270	9,395
4509	OTHER TAXES	38,623	38,667	51,037	38,987
4510	GROSS RECEIPTS TAX	1,664,719	2,050,093	2,264,400	2,256,646
4520	LICENSES & PERMITS	55,050	65,240	76,747	57,601
4531	CIVIC CONTRIBUTIONS	245,359	212,899	238,776	269,472
4610	PROPERTY & LIAB./INS & UNINSUR	798,021	763,497	873,046	978,009
4666	INVENTORY ADJUSTMENTS	21,452	330,171	10,100	247,484
4700	UTILITY BAD DEBT EXPENSE	413,956	130,704	470,000	339,467
5730	BANK CHARGES	477,558	525,900	750,000	639,717
9005	DUPLICATE CHARGES	(54,002)	(54,630)	(61,000)	(50,663)
	FIXED & SUNDRY TOTAL	3,704,397	4,169,293	4,776,176	4,866,580
	INTEREST EXPENSES				
5721	INTEREST - BONDS	2,483,398	3,678,605	7,263,767	7,263,767
5723	INTEREST - DEPOSITS	80,042	42,951	23,271	17,420
5729	INTEREST OTHER	-	-	2,300	13,526
5731	AMORTIZATION OF BOND DISCOUNT	21,425	(143,152)	(656,574)	(656,574)
	INTEREST EXPENSES TOTAL	2,584,865	3,578,404	6,632,764	6,638,139
	MISCELLANEOUS				
5710	STORM EXPENSES	83,311	130,251	45,000	167,439
9000	CITY DISTRIBUTION	6,342,445	6,524,408	6,758,421	6,758,421
9030	DEPRECIATION	14,263,510	14,731,295	14,810,000	14,564,931
	MISCELLANEOUS TOTAL	20,689,266	21,385,954	21,613,421	21,490,791
	GRAND TOTAL	$ 105,258,824	$ 136,588,033	$ 134,682,194	$ 135,497,040

ELECTRIC REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF ELECTRICITY:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 25,987,200	$ 26,125,853	$ 138,653
OUTSIDE CITY	6,415,100	6,422,311	7,211
GENERAL SERVICE:			
INSIDE CITY	33,460,200	32,079,525	(1,380,675)
OUTSIDE CITY	6,452,400	6,040,740	(411,660)
POWER COST ADJUSTMENT:			
RESIDENTIAL	2,756,800	2,610,334	(146,466)
GENERAL SERVICE	4,105,900	3,625,354	(480,546)
UNBILLED SERVICE REVENUE	-	(314,200)	(314,200)
RENTAL LIGHTS:			
RESIDENTIAL	74,700	74,501	(199)
GENERAL SERVICE	1,166,800	1,165,767	(1,033)
STREET & TRAFFIC SIGNALS	529,300	528,871	(429)
TOTAL	80,948,400	78,359,056	(2,589,344)
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	1,013,900	933,285	(80,615)
TOTAL OPERATING REVENUES	81,962,300	79,292,341	(2,669,959)
NON-OPERATING REVENUES			
INVESTMENT INCOME	2,273,200	1,051,235	(1,221,965)
REVENUE FOR CITY BILLING	76,300	76,340	40
MISCELLANEOUS INCOME	10,700	21,592	10,892
GRANT REVENUE	51,600	75,569	23,969
TOTAL NON-OPERATING REVENUES	2,411,800	1,224,736	(1,187,064)
REVENUES BEFORE CAPITAL CONTRIBUTIONS	84,374,100	80,517,077	(3,857,023)
CAPITAL CONTRIBUTIONS			
CONTRIBUTED CAPITAL - CASH	450,600	517,154	66,554
CONTRIBUTED CAPITAL - NONCASH	246,700	218,232	(28,468)
TOTAL CAPITAL CONTRIBUTIONS	697,300	735,386	38,086
TOTAL REVENUES	$ 85,071,400	$ 81,252,463	$ (3,818,937)

NATURAL GAS REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF GAS:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 1,205,300	$ 1,171,468	$ (33,832)
OUTSIDE CITY	202,800	197,209	(5,591)
GENERAL SERVICE:			
INSIDE CITY	2,397,800	2,378,101	(19,699)
OUTSIDE CITY	930,400	906,507	(23,893)
CONTRACT SALES			
COMMERCIAL	213,000	196,156	(16,844)
INDUSTRIAL	220,500	214,857	(5,643)
HEAT ONLY:			
RESIDENTIAL	5,500	5,293	(207)
GENERAL SERVICE	2,200	2,172	(28)
PURCHASED GAS ADJUSTMENT:			
RESIDENTIAL	104,200	89,559	(14,641)
GENERAL SERVICE	1,556,200	1,459,295	(96,905)
COMPRESSED NATURAL GAS	21,900	21,982	82
UNBILLED SERVICE REVENUE	-	18,100	18,100
TOTAL	6,859,800	6,660,699	(199,101)
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	51,900	54,078	2,178
TOTAL OPERATING REVENUES	6,911,700	6,714,777	(196,923)
NON-OPERATING REVENUES			
INVESTMENT INCOME	168,500	193,685	25,185
REVENUE FOR CITY BILLING	10,800	10,783	(17)
GAS PIPING & APPLIANCE SALES	202,900	198,822	(4,078)
GAS PIPING & APPLIANCE COSTS	(182,000)	(191,342)	(9,342)
GRANT REVENUE	5,200	1,715	(3,485)
TOTAL NON-OPERATING REVENUES	205,400	213,663	8,263
REVENUES BEFORE CAPITAL CONTRIBUTIONS	7,117,100	6,928,440	(188,660)
CAPITAL CONTRIBUTIONS			
CONTRIBUTED CAPITAL - CASH	134,100	46,376	(87,724)
CONTRIBUTED CAPITAL - NONCASH	-	19,296	19,296
TOTAL CAPITAL CONTRIBUTIONS	134,100	65,672	(68,428)
TOTAL REVENUES	$ 7,251,200	$ 6,994,112	$ (257,088)

WATER REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
SALES OF WATER:			
RESIDENTIAL SALES:			
INSIDE CITY	$ 7,322,300	$ 7,230,165	$ (92,135)
OUTSIDE CITY	2,852,900	2,813,912	(38,988)
GENERAL SERVICE:			
INSIDE CITY	8,089,700	7,811,720	(277,980)
OUTSIDE CITY	4,646,600	4,345,757	(300,843)
UNBILLED SERVICE REVENUE	-	(20,000)	(20,000)
SALES FOR RESALE	2,041,100	2,098,650	57,550
FIRE PROTECTION	223,800	223,596	(204)
TOTAL	25,176,400	24,503,800	(672,600)
OTHER OPERATING REVENUES:			
MISCELLANEOUS SERVICE REVENUE	235,400	228,186	(7,214)
TOTAL OPERATING REVENUES	25,411,800	24,731,986	(679,814)
NON-OPERATING REVENUES			
INVESTMENT INCOME	539,200	536,125	(3,075)
REVENUE FOR CITY BILLING	57,500	57,508	8
MISCELLANEOUS INCOME	2,400	7,809	5,409
GRANT REVENUE	21,200	12,236	(8,964)
GAIN (LOSS) ON DISPOSITION OF PROPERTY	-	(564)	(564)
TOTAL NON-OPERATING REVENUES	620,300	613,114	(7,186)
REVENUES BEFORE CAPITAL CONTRIBUTIONS	26,032,100	25,345,100	(687,000)
CAPITAL CONTRIBUTIONS			
CAPITAL IMPROVEMENT CHARGES	2,138,200	2,311,521	173,321
CONTRIBUTED CAPITAL - CASH	98,200	115,346	17,146
CONTRIBUTED CAPITAL - NONCASH	1,213,200	1,368,379	155,179
TOTAL CAPITAL CONTRIBUTIONS	3,449,600	3,795,246	345,646
TOTAL REVENUES	$ 29,481,700	$ 29,140,346	$ (341,354)

WASTEWATER REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
WASTEWATER CHARGES:			
RESIDENTIAL:			
INSIDE CITY	$ 7,132,800	$ 7,052,115	$ (80,685)
OUTSIDE CITY	897,600	877,429	(20,171)
GENERAL SERVICE:			
INSIDE CITY	7,715,200	7,486,564	(228,636)
OUTSIDE CITY	1,560,100	1,504,298	(55,802)
REVENUE FROM ST. LUCIE COUNTY	719,500	681,006	(38,494)
UNBILLED SERVICE REVENUE	-	14,600	14,600
TOTAL	18,025,200	17,616,012	(409,188)
OTHER OPERATING REVENUES:			
OTHER WASTEWATER REVENUES	277,400	279,506	2,106
TOTAL OPERATING REVENUES	18,302,600	17,895,518	(407,082)
NON-OPERATING REVENUES			
INVESTMENT INCOME	404,700	1,710,606	1,305,906
REVENUE FOR CITY BILLING	42,400	42,419	19
MISCELLANEOUS INCOME	1,900	1,323	(577)
GRANT REVENUE	3,518,600	3,819,417	300,817
GAIN (LOSS) ON DISPOSITION OF PROPERTY	-	(2,718)	(2,718)
TOTAL NON-OPERATING REVENUES	3,967,600	5,571,047	1,603,447
REVENUES BEFORE CAPITAL CONTRIBUTIONS	22,270,200	23,466,565	1,196,365
CAPITAL CONTRIBUTIONS			
CAPITAL IMPROVEMENT CHARGES	2,556,200	2,649,473	93,273
CAPITAL IMPROVEMENT CHARGES-MWRF	-	295,871	295,871
CONTRIBUTED CAPITAL - CASH	23,600	(43,080)	(66,680)
CONTRIBUTED CAPITAL - NONCASH	506,900	425,707	(81,193)
TOTAL CAPITAL CONTRIBUTIONS	3,086,700	3,327,971	241,271
TOTAL REVENUES	$ 25,356,900	$ 26,794,536	$ 1,437,636

MANATEE OBSERVATION & EDUCATION CENTER REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
FPUA CONTRIBUTION	$ 238,776	$ 269,472	$ 30,696
GIFT SHOP SALES	145,000	166,522	21,522
DONATIONS	5,125	6,123	998
ADMISSIONS	44,075	46,463	2,388
TEACHING INCOME & CAMPS	15,700	13,099	(2,601)
MEMBERSHIPS	150	150	-
FUND RAISING INCOME	2,500	255	(2,245)
TOTAL OPERATING REVENUES	451,326	502,084	50,758
NON-OPERATING REVENUES			
GRANT REVENUE	69,400	109,275	39,875
GAIN (LOSS) ON DISPOSITION OF PROPERTY	100,000	92,917	(7,083)
TOTAL NON-OPERATING REVENUES	169,400	202,192	32,792
TOTAL REVENUES	$ 620,726	$ 704,276	$ 83,550

FPUAnet COMMUNICATIONS REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
OPERATING REVENUES			
DEDICATED INTERNET ACCESS	$ 295,900	$ 294,460	$ (1,440)
FIBER BANDWIDTH CONNECTIONS	127,200	113,480	(13,720)
COMMERCIAL	76,200	25,585	(50,615)
RESIDENTIAL	25,900	383	(25,517)
DARK FIBER TRANSMISSION	537,100	537,113	13
WIRELESS BROADBAND INTERNET ACCESS	500	(27)	(527)
OTHER OPERATING REVENUES	-	4,874	4,874
TOTAL OPERATING REVENUES	1,062,800	975,868	(86,932)
NON-OPERATING REVENUES			
GATEWAY RENTALS	2,500	-	(2,500)
VOICE SERVICES	2,300	-	(2,300)
VIDEO SERVICES	3,400	-	(3,400)
SECURITY SERVCIES	100	371	271
REVENUE FOR CITY BILLING	200	150	(50)
GRANT REVENUE	-	3	3
TOTAL NON-OPERATING REVENUES	8,500	524	(7,976)
REVENUES BEFORE CAPITAL CONTRIBUTIONS	1,071,300	976,392	(94,908)
CONTRIBUTED CAPITAL - CASH	666,500	650,600	(15,900)
TOTAL REVENUES	$ 1,737,800	$ 1,626,992	$ (110,808)

TREASURE COAST ENERGY CENTER REVENUES

	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
NON-OPERATING REVENUES			
FMPA TCEC O&M EXPENSE RECOVERY	$ 2,074,288	$ 2,155,897	$ 81,609
TOTAL NON-OPERATING REVENUES	2,074,288	2,155,897	81,609
TOTAL REVENUES	$ 2,074,288	$ 2,155,897	$ 81,609


FPUA
COMMUNITY PROUD

DEPT. 01 - MANATEE OBSERVATION & EDUCATION CENTER

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 198,768	$ 201,797	$ 3,029
1020	OVERTIME	1,000	627	(373)
2110	ADVERTISING	10,290	10,669	379
2131	MAINTENANCE OF STRUCTURES	16,785	14,010	(2,775)
2132	MAINTENANCE OF VEHICLES	294	76	(218)
2133	MAINTENANCE OF EQUIPMENT	686	890	204
2139	MAINTENANCE/SERVICE CONTRACTS	80,545	103,366	22,821
2140	POSTAGE	490	431	(59)
2151	PRINTING	1,764	1,002	(762)
2166	PROFESSIONAL FEES - OTHER	245	12,597	12,352
2170	TRAINING	1,200	547	(653)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	5,000	5,267	267
2200	UTILITIES	10,387	11,082	695
2230	EMPLOYEE/VOLUNTEER RELATIONS	4,459	2,836	(1,623)
2260	MEMBERSHIPS - PROFESSIONAL	573	629	56
2262	MEMBERSHIPS - CIVIC	201	-	(201)
3311	OFFICE SUPPLIES	2,000	3,027	1,027
3313	POSTAGE	-	528	528
3316	OPERATING SUPPLIES	33,320	19,316	(14,004)
3331	VEHICLE SUPPLIES	147	119	(28)
4010	COST OF GOODS SOLD	84,000	78,738	(5,262)
4015	SALES DISCOUNTS	7,500	2,987	(4,513)
4020	CASH (OVER) SHORT	200	(285)	(485)
4050	RETIREMENT	35,878	98,891	63,013
4060	FICA	15,282	14,393	(889)
4070	EMPLOYEES' INSURANCE	62,520	72,112	9,592
4090	VACATION PAY EXPENSE	-	2,067	2,067
4100	SICK PAY EXPENSE	-	1,397	1,397
4110	NET OPEB EXPENSE	1,066	1,077	11
4520	LICENSES & PERMITS	100	60	(40)
4600	WORKERS' COMPENSATION	939	700	(239)
4610	PROPERTY & LIAB/INS & UNINSUR	8,697	12,651	3,954
4666	INVENTORY ADJUSTMENTS	-	587	587
5730	BANK CHARGES	10,000	5,863	(4,137)
9030	DEPRECIATION EXPENSE	23,000	20,913	(2,087)
	TOTALS	$ 620,636	$ 704,267	$ 83,631

DEPT. 39 - MANATEE OBSERVATION & EDUCATION CENTER ADMINISTRATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
5710	STORM EXPENSES	$ -	$ (80)	$ (80)
9000	CITY DISTRIBUTION	90	90	-
	TOTALS	$ 90	$ 10	$ (80)

DEPT. 02 - TREASURE COAST ENERGY CENTER

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,050,112	$ 1,026,230	$ (23,882)
1020	OVERTIME	500,000	421,242	(78,758)
2170	TRAINING	735	-	(735)
2172	CAR ALLOWANCE	10,320	8,170	(2,150)
2230	EMPLOYEE RELATIONS	900	840	(60)
3316	OPERATING SUPPLIES	1,029	525	(504)
4050	RETIREMENT	214,717	410,309	195,592
4060	FICA	118,584	104,314	(14,270)
4070	EMPLOYEES' INSURANCE	164,735	169,837	5,102
4090	VACATION PAY EXPENSE	-	(8,696)	(8,696)
4100	SICK PAY EXPENSE	-	13,920	13,920
4110	NET OPEB EXPENSE	2,931	2,962	31
4600	WORKERS' COMPENSATION	9,690	5,743	(3,947)
4610	PROPERTY & LIAB/INS & UNINSUR	535	500	(35)
		$ 2,074,288	$ 2,155,897	$ 81,609

DEPT. 10 - BOARD

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 18,005	$ 18,005	$ -
2170	TRAINING	10,000	6,555	(3,445)
2172	CAR ALLOWANCE	12,000	12,000	-
2240	BUSINESS RELATIONS	450	-	(450)
3311	OFFICE SUPPLIES	100	119	19
4060	FICA	1,377	2,013	636
4070	EMPLOYEES' INSURANCE	78,866	82,857	3,991
4600	WORKERS' COMPENSATION	284	206	(78)
4610	PROPERTY & LIAB/INS & UNINSUR	248	241	(7)
	TOTALS	$ 121,330	$ 121,996	$ 666

DEPT. 11 - DIRECTOR OF UTILITIES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 244,254	$ 244,101	$ (153)
2133	MAINTENANCE OF EQUIPMENT	-	20	20
2139	MAINTENANCE/SERVICE CONTRACTS	1,323	1,507	184
2140	POSTAGE	50	-	(50)
2151	PRINTING	50	46	(4)
2164	PROFESS. FEES - CONSULTING/ENG	25,000	12,407	(12,593)
2170	TRAINING	5,500	4,462	(1,038)
2171	TRAVEL	2,000	1,824	(176)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	500	433	(67)
2230	EMPLOYEE RELATIONS	12,000	12,063	63
2240	BUSINESS RELATIONS	2,000	2,932	932
2250	COMMUNITY RELATIONS	100	-	(100)
2260	MEMBERSHIPS - PROFESSIONAL	1,782	878	(904)
2262	MEMBERSHIPS - CIVIC	400	400	-
3311	OFFICE SUPPLIES	1,300	1,445	145
3313	SUBSCRIPTIONS	180	138	(42)
3316	OPERATING SUPPLIES	100	-	(100)
4050	RETIREMENT	43,868	119,902	76,034
4060	FICA	18,685	16,608	(2,077)
4070	EMPLOYEES' INSURANCE	35,880	42,519	6,639
4090	VACATION PAY EXPENSE	-	(1,124)	(1,124)
4110	NET OPEB EXPENSE	533	539	6
4520	LICENSES & PERMITS	100	99	(1)
4600	WORKERS' COMPENSATION	327	208	(119)
4610	PROPERTY & LIAB/INS & UNINSUR	4,307	3,095	(1,212)
	TOTALS	$ 405,399	$ 469,663	$ 64,264

DEPT. 12 - GENERAL COUNSEL

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 110,839	$ 104,888	$ (5,951)
2166	PROFESSIONAL FEES - OTHER	100	2,025	1,925
2170	TRAINING	3,000	3,360	360
2172	CAR ALLOWANCE	2,580	2,150	(430)
2190	COMMUNICATIONS	600	-	(600)
2260	MEMBERSHIPS - PROFESSIONAL	-	635	635
3311	OFFICE SUPPLIES	500	2,674	2,174
4050	RETIREMENT	16,499	54,416	37,917
4060	FICA	8,479	6,700	(1,779)
4070	EMPLOYEES' INSURANCE	4,535	10,903	6,368
4090	VACATION PAY EXPENSE	-	6,773	6,773
4600	WORKERS' COMPENSATION	124	80	(44)
	TOTALS	$ 147,256	$ 194,603	$ 47,347

DEPT. 14 - REGULATORY AFFAIRS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 329,065	$ 285,922	$ (43,143)
2110	ADVERTISING	4,000.00	2,075.61	(1,924)
2140	POSTAGE	196.00	-	(196)
2151	PRINTING	196.00	-	(196)
2164	PROFESSIONAL FEES - CONSULT/ENG	6,400.00	4,068.75	(2,331)
2166	PROFESSIONAL FEES - OTHER	4,000.00	850.00	(3,150)
2170	TRAINING	3,500.00	2,890.73	(609)
2171	TRAVEL	-	163	163
2172	CAR ALLOWANCE	5,160.00	5,160.00	-
2190	COMMUNICATIONS	500.00	433.30	(67)
2230	EMPLOYEE RELATIONS	330.00	228.70	(101)
2260	MEMBERSHIPS - PROFESSIONAL	500.00	460.00	(40)
3311	OFFICE SUPPLIES	1,000.00	828.12	(172)
4050	RETIREMENT	59,100.00	139,810.58	80,711
4060	FICA	25,173.00	21,124.93	(4,048)
4070	EMPLOYEES' INSURANCE	74,212.00	64,132.47	(10,080)
4090	VACATION PAY EXPENSE	-	(3,223)	(3,223)
4100	SICK PAY EXPENSE	-	7,349	7,349
4520	LICENSES & PERMITS	1,000.00	(12,245.25)	(13,245)
4110	NET OPEB EXPENSE	1,066.00	1,077.00	11
4600	WORKERS' COMPENSATION	227.00	165.00	(62)
4610	PROPERTY & LIAB/INS & UNINSURED	112,720.00	5,682.00	(107,038)
	TOTALS	$ 628,345	$ 526,953	$ (101,392)

DEPT. 15 - HUMAN RESOURCES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 240,522	$ 240,374	$ (148)
1020	OVERTIME	500	282	(218)
2110	ADVERTISING	1,460	150	(1,310)
2139	MAINTENANCE/SERVICE CONTRACTS	16,180	18,837	2,657
2140	POSTAGE	147	31	(116)
2151	PRINTING	196	-	(196)
2164	PROFESS. FEES - CONSULTING/ENG	10,000	6,000	(4,000)
2166	PROFESSIONAL FEES - OTHER	10,000	3,882	(6,118)
2170	TRAINING	15,000	6,095	(8,905)
2171	TRAVEL	98	-	(98)
2172	CAR ALLOWANCE	3,300	3,483	183
2190	COMMUNICATIONS	900	907	7
2230	EMPLOYEE RELATIONS	1,960	1,110	(850)
2240	BUSINESS RELATIONS	1,500	1,008	(492)
2260	MEMBERSHIPS - PROFESSIONAL	980	-	(980)
3311	OFFICE SUPPLIES	4,900	3,788	(1,112)
3313	SUBSCRIPTIONS	1,960	-	(1,960)
4050	RETIREMENT	29,576	84,704	55,128
4060	FICA	18,438	17,686	(752)
4070	EMPLOYEES' INSURANCE	49,255	52,330	3,075
4080	EMPLOYEE SUGGESTIONS & AWARDS	8,820	8,503	(317)
4090	VACATION PAY EXPENSE	-	3,979	3,979
4100	SICK PAY EXPENSE	-	17,974	17,974
4110	NET OPEB EXPENSE	799	808	9
4600	WORKERS' COMPENSATION	170	124	(46)
4610	PROPERTY & LIAB/INS & UNINSUR	4,290	4,419	129
	TOTALS	$ 420,951	$ 476,476	$ 55,525

DEPT. 18 - SAFETY

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 69,014	$ 66,247	$ (2,767)
2132	MAINTENANCE OF VEHICLES	200	615	415
2139	MAINTENANCE/SERVICE CONTRACTS	5,000	3,837	(1,163)
2140	POSTAGE	98	-	(98)
2151	PRINTING	975	-	(975)
2166	PROFESSIONAL FEES - OTHER	2,800	-	(2,800)
2170	TRAINING	20,000	9,105	(10,895)
2171	TRAVEL	50	-	(50)
2190	COMMUNICATIONS	1,200	1,123	(77)
2200	UTILITIES	-	612	612
2230	EMPLOYEE RELATIONS	4,900	336	(4,564)
2260	MEMBERSHIPS - PROFESSIONAL	1,100	-	(1,100)
3311	OFFICE SUPPLIES	1,280	70	(1,210)
3316	OPERATING SUPPLIES	40,000	25,631	(14,369)
3331	VEHICLE SUPPLIES	1,800	2,362	562
4050	RETIREMENT	12,395	33,180	20,785
4060	FICA	5,280	4,593	(687)
4070	EMPLOYEES' INSURANCE	25,937	26,891	954
4080	EMPLOYEE SUGGESTIONS & AWARDS	2,450	893	(1,557)
4090	VACATION PAY EXPENSE	-	(688)	(688)
4110	NET OPEB EXPENSE	266	269	3
4600	WORKERS' COMPENSATION	300	188	(112)
4610	PROPERTY & LIAB/INS & UNINSUR	2,107	2,094	(13)
	TOTALS	$ 197,152	$ 177,359	$ (19,793)

DEPT. 21 - FINANCE

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 606,489	$ 593,065	$ (13,424)
1020	OVERTIME	1,000	164	(836)
2139	MAINTENANCE/SERVICE CONTRACTS	300	240	(60)
2140	POSTAGE	50	1	(49)
2151	PRINTING	1,000	-	(1,000)
2161	PROFESSIONAL FEES - AUDIT	60,000	68,651	8,651
2164	PROFESS. FEES - CONSULTING/ENG	46,000	11,926	(34,074)
2166	PROFESSIONAL FEES - OTHER	61,000	69,164	8,164
2170	TRAINING	8,500	4,661	(3,839)
2171	TRAVEL	75	462	387
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	1,700	1,588	(112)
2230	EMPLOYEE RELATIONS	1,000	1,135	135
2260	MEMBERSHIPS - PROFESSIONAL	750	985	235
3311	OFFICE SUPPLIES	7,000	7,657	657
3313	SUBSCRIPTIONS	600	-	(600)
4020	CASH (OVER) SHORT	-	(1,041)	(1,041)
4050	RETIREMENT	98,423	268,917	170,494
4060	FICA	46,473	41,655	(4,818)
4070	EMPLOYEES' INSURANCE	190,375	196,296	5,921
4090	VACATION PAY EXPENSE	-	(725)	(725)
4100	SICK PAY EXPENSE	-	16,533	16,533
4110	NET OPEB EXPENSE	2,931	2,962	31
4520	LICENSES & PERMITS	105	-	(105)
4600	WORKERS' COMPENSATION	625	455	(170)
4610	PROPERTY & LIAB/INS & UNINSUR	12,809	10,562	(2,247)
4640	UNEMPLOYMENT CLAIMS	6,975	-	(6,975)
5730	BANK CHARGES	740,000	633,854	(106,146)
	TOTALS	$ 1,897,480	$ 1,932,467	$ 34,987

DEPT. 22 - MATERIALS MANAGEMENT

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 409,355	$ 373,130	$ (36,225)
1020	OVERTIME	8,000	15,631	7,631
2122	RENTALS	2,500	2,327	(173)
2132	MAINTENANCE OF VEHICLES	8,000	13,534	5,534
2133	MAINTENANCE OF EQUIPMENT	2,000	87	(1,913)
2139	MAINTENANCE/SERVICE CONTRACTS	2,500	701	(1,799)
2140	POSTAGE	150	23	(127)
2151	PRINTING	245	-	(245)
2170	TRAINING	4,900	1,520	(3,380)
2171	TRAVEL	100	-	(100)
2190	COMMUNICATIONS	5,300	5,343	43
2200	UTILITIES	38,114	41,996	3,882
2230	EMPLOYEE RELATIONS	175	85	(90)
2260	MEMBERSHIPS - PROFESSIONAL	100	-	(100)
3311	OFFICE SUPPLIES	1,960	1,212	(748)
3313	SUBSCRIPTIONS	2,156	2,473	317
3316	OPERATING SUPPLIES	10,000	16,487	6,487
3331	VEHICLE SUPPLIES	17,640	15,564	(2,076)
3340	SMALL TOOLS	4,500	6,285	1,785
4050	RETIREMENT	74,957	174,334	99,377
4060	FICA	31,928	23,959	(7,969)
4070	EMPLOYEES' INSURANCE	136,431	133,335	(3,096)
4090	VACATION PAY EXPENSE	-	(4,577)	(4,577)
4100	SICK PAY EXPENSE	-	(505)	(505)
4110	NET OPEB EXPENSE	1,865	1,885	20
4520	LICENSES & PERMITS	200	150	(50)
4600	WORKERS' COMPENSATION	5,342	3,174	(2,168)
4610	PROPERTY & LIAB/INS & UNINSUR	21,933	21,021	(912)
4666	INVENTORY ADJUSTMENTS	8,000	(11,983)	(19,983)
9030	DEPRECIATION EXPENSE	24,000	43,908	19,908
	TOTALS	$ 822,351	$ 881,101	$ 58,750

DEPT. 31 - DIRECTOR OF UTILITY SUPPORT SERVICES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 135,587	$ 135,614	$ 27
2164	PROFESSIONAL FEES - CONSULT/ENG	30,000	46,447	16,447
2170	TRAINING	5,000	3,218	(1,782)
2171	TRAVEL	-	2,075	2,075
2172	CAR ALLOWANCE	5,435	5,435	-
2190	COMMUNICATIONS	500	435	(65)
2230	EMPLOYEE RELATIONS	-	42	42
2240	BUSINESS RELATIONS	1,000	365	(635)
2260	MEMBERSHIPS - PROFESSIONAL	1,000	368	(632)
2262	MEMBERSHIPS - CIVIC	30,000	25,000	(5,000)
3311	OFFICE SUPPLIES	500	-	(500)
4050	RETIREMENT	24,351	67,980	43,629
4060	FICA	10,372	10,252	(120)
4070	EMPLOYEES' INSURANCE	25,436	26,703	1,267
4090	VACATION PAY EXPENSE	-	5,533	5,533
4110	NET OPEB EXPENSE	266	269	3
4520	LICENSES & PERMITS	150	99	(51)
4600	WORKERS' COMPENSATION	114	41	(73)
4610	PROPERTY & LIAB/INS & UNINSUR	2,651	1,811	(840)
9030	DEPRECIATION EXPENSE	14,000	13,961	(40)
	TOTALS	$ 286,362	$ 345,647	$ 59,285

DEPT. 32 - INFORMATION TECHNOLOGY SERVICES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,130,322	$ 1,137,319	$ 6,997
1020	OVERTIME	10,000	7,120	(2,880)
2132	MAINTENANCE OF VEHICLES	500	95	(405)
2133	MAINTENANCE OF EQUIPMENT	25,000	20,329	(4,671)
2139	MAINTENANCE/SERVICE CONTRACTS	1,097,625	787,466	(310,159)
2140	POSTAGE	500	71	(429)
2151	PRINTING	45	45	-
2164	PROFESS. FEES - CONSULTING/ENG	24,000	14,050	(9,950)
2170	TRAINING	36,500	13,752	(22,748)
2171	TRAVEL	800	952	152
2172	CAR ALLOWANCE	9,900	10,175	275
2190	COMMUNICATIONS	168,000	168,235	235
2230	EMPLOYEE RELATIONS	700	689	(11)
2260	MEMBERSHIPS - PROFESSIONAL	1,300	50	(1,250)
3311	OFFICE SUPPLIES	2,200	683	(1,517)
3313	SUBSCRIPTIONS	60,000	50,056	(9,944)
3316	OPERATING SUPPLIES	586,569	424,729	(161,840)
3331	VEHICLE SUPPLIES	1,600	1,956	356
3340	SMALL TOOLS	750	169	(581)
4050	RETIREMENT	204,802	538,501	333,699
4060	FICA	87,235	83,590	(3,645)
4070	EMPLOYEES' INSURANCE	273,136	283,234	10,098
4090	VACATION PAY EXPENSE	-	(13,310)	(13,310)
4100	SICK PAY EXPENSE	-	(23,067)	(23,067)
4110	NET OPEB EXPENSE	4,529	4,309	(220)
4600	WORKERS' COMPENSATION	966	704	(262)
4610	PROPERTY & LIAB/INS & UNINSUR	42,323	46,281	3,958
9030	DEPRECIATION EXPENSE	424,000	443,188	19,188
	TOTALS	$ 4,193,302	$ 4,001,370	$ (191,932)

DEPT. 35 - FACILITIES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 342,080	$ 352,652	$ 10,572
1020	OVERTIME	20,000	23,197	3,197
2122	RENTALS	3,000	3,800	800
2131	MAINTENANCE OF STRUCTURES	45,820	27,941	(17,879)
2132	MAINTENANCE OF VEHICLES	3,234	2,524	(710)
2139	MAINTENANCE/SERVICE CONTRACTS	242,470	195,072	(47,398)
2140	POSTAGE	4,500	5,456	956
2151	PRINTING	-	49	49
2164	PROFESSIONAL FEES - CONSULT/ENG	50,000	83,600	33,600
2170	TRAINING	4,000	3,528	(472)
2171	TRAVEL	-	56	56
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	3,400	3,341	(59)
2200	UTILITIES	79,595	85,052	5,457
2230	EMPLOYEE RELATIONS	-	367	367
2250	COMMUNITY RELATIONS	-	(17)	(17)
2260	MEMBERSHIPS - PROFESSIONAL	650	629	(21)
3311	OFFICE SUPPLIES	2,450	2,176	(274)
3313	SUBSCRIPTIONS	-	217	217
3316	OPERATING SUPPLIES	6,370	7,034	664
3331	VEHICLE SUPPLIES	6,850	9,170	2,320
3340	SMALL TOOLS	1,225	3,483	2,258
4050	RETIREMENT	65,030	206,384	141,354
4060	FICA	27,699	31,900	4,201
4070	EMPLOYEES' INSURANCE	82,657	91,204	8,547
4090	VACATION PAY EXPENSE	-	8,744	8,744
4100	SICK PAY EXPENSE	-	1,320	1,320
4110	NET OPEB EXPENSE	1,599	1,616	17
4520	LICENSES & PERMITS	2,230	2,150	(80)
4600	WORKERS' COMPENSATION	4,461	2,652	(1,809)
4610	PROPERTY & LIAB/INS & UNINSUR	13,090	13,098	8
9030	DEPRECIATION EXPENSE	9,000	5,144	(3,856)
	TOTALS	$ 1,026,570	$ 1,178,699	$ 152,129

DEPT. 41 - PUBLIC AFFAIRS - SUSTAINABILITY

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 179,048	$ 193,793	$ 14,745
2110	ADVERTISING	12,682	7,030	(5,652)
2151	PRINTING	21,500	16,587	(4,913)
2164	PROFESSIONAL FEES - CONSULT/ENG	17,262	10,481	(6,781)
2166	PROFESSIONAL FEES - OTHER	1,938	4,000	2,062
2170	TRAINING	9,750	10,203	453
2171	TRAVEL	6,000	5,267	(733)
2172	CAR ALLOWANCE	3,025	3,025	-
2190	COMMUNICATIONS	1,000	986	(14)
2230	EMPLOYEE RELATIONS	16,225	10,909	(5,316)
2240	BUSINESS RELATIONS	1,090	327	(763)
2250	COMMUNITY RELATIONS	65,000	31,918	(33,082)
2260	MEMBERSHIPS - PROFESSIONAL	350	-	(350)
2262	MEMBERSHIPS - CIVIC	2,500	1,950	(550)
3311	OFFICE SUPPLIES	1,000	3,031	2,031
3313	SUBSCRIPTIONS	120	15,672	15,552
3316	OPERATING SUPPLIES	10,050	9,713	(337)
4050	RETIREMENT	32,157	95,531	63,374
4060	FICA	13,697	15,057	1,360
4070	EMPLOYEES' INSURANCE	29,346	37,338	7,992
4090	VACATION PAY EXPENSE	-	1,704	1,704
4100	SICK PAY EXPENSE	-	6,429	6,429
4110	NET OPEB EXPENSE	533	1,077	544
4600	WORKERS' COMPENSATION	57	83	26
4610	PROPERTY & LIAB/INS & UNINSUR	1,095	1,646	551
	TOTALS	$ 425,425	$ 483,759	$ 58,334

DEPT. 43 - CUSTOMER SERVICE

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,062,818	$ 1,054,347	$ (8,471)
1020	OVERTIME	10,000	9,859	(141)
2139	MAINTENANCE/SERVICE CONTRACTS	142,000	134,274	(7,726)
2140	POSTAGE	116,050	116,050	-
2151	PRINTING	24,920	23,366	(1,554)
2165	TEMPORARY LABOR	29,253	15,837	(13,416)
2166	PROFESSIONAL FEES - OTHER	1,470	1,571	101
2170	TRAINING	25,000	15,278	(9,722)
2171	TRAVEL	196	-	(196)
2172	CAR ALLOWANCE	3,300	3,300	-
2190	COMMUNICATIONS	6,500	6,477	(23)
2230	EMPLOYEE RELATIONS	6,000	-	(6,000)
2260	MEMBERSHIPS - PROFESSIONAL	375	375	(1)
2290	BILLING HOUSING AUTHORITY	2,238	2,475	237
3311	OFFICE SUPPLIES	12,000	14,720	2,720
3316	OPERATING SUPPLIES	4,116	4,059	(57)
4020	CASH (OVER) SHORT	100	66	(34)
4050	RETIREMENT	155,704	407,234	251,530
4060	FICA	82,071	72,878	(9,193)
4070	EMPLOYEES' INSURANCE	414,960	388,670	(26,290)
4090	VACATION PAY EXPENSE	-	(11,779)	(11,779)
4100	SICK PAY EXPENSE	-	9,707	9,707
4110	NET OPEB EXPENSE	7,729	6,194	(1,535)
4600	WORKERS' COMPENSATION	1,648	1,200	(448)
4610	PROPERTY & LIAB/INS & UNINSUR	16,655	16,603	(52)
9030	DEPRECIATION EXPENSE	17,000	12,784	(4,216)
	TOTALS	$ 2,142,103	$ 2,305,543	$ 163,440

DEPT. 44 - UTILITY OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET -	FINAL BUDGET -	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 103,181	$ 158,222	$ 55,041
1020	OVERTIME	15,000	108	(14,892)
2122	RENTALS	3,750	-	(3,750)
2132	MAINTENANCE OF VEHICLES	8,000	-	(8,000)
2139	MAINTENANCE/SERVICE CONTRACTS	28,250	8,221	(20,029)
2140	POSTAGE	89,800	83,120	(6,680)
2151	PRINTING	28,000	25,716	(2,284)
2165	TEMPORARY LABOR	5,000	-	(5,000)
2170	TRAINING	5,000	3,505	(1,495)
2171	TRAVEL	-	487	487
2172	CAR ALLOWANCE	1,650	2,475	825
2230	EMPLOYEE RELATIONS	600	-	(600)
3311	OFFICE SUPPLIES	3,700	2,130	(1,570)
3316	OPERATING SUPPLIES	11,570	10,830	(740)
3331	VEHICLE SUPPLIES	22,000	-	(22,000)
4050	RETIREMENT	11,799	146,472	134,673
4060	FICA	9,041	24,886	15,845
4070	EMPLOYEES' INSURANCE	-	125,869	125,869
4100	SICK PAY EXPENSE	-	49,107	49,107
4110	NET OPEB EXPENSE	-	4,847	4,847
4610	PROPERTY & LIAB/INS & UNINSUR	-	25,000	25,000
9030	DEPRECIATION	13,000	30,613	17,613
	TOTALS	$ 359,341	$ 701,606	$ 342,265

DEPT. 46 - GEOSPATIAL TECHNOLOGY

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 331,739	$ 300,780	$ (30,959)
2151	PRINTING	40	-	(40)
2170	TRAINING	13,920	5,819	(8,101)
2171	TRAVEL	500	161	(339)
2172	CAR ALLOWANCE	3,300	3,300	-
2230	EMPLOYEE/VOLUNTEER RELATIONS	300	158	(142)
2260	MEMBERSHIPS - PROFESSIONAL	285	285	-
3311	OFFICE SUPPLIES	500	70	(430)
3313	SUBSCRIPTIONS	100	-	(100)
4050	RETIREMENT	59,580	150,890	91,310
4060	FICA	25,378	22,205	(3,173)
4070	EMPLOYEES' INSURANCE	59,489	66,262	6,773
4090	VACATION PAY EXPENSE	-	41,935	41,935
4100	SICK PAY EXPENSE	-	1,479	1,479
4110	NET OPEB EXPENSE	1,066	1,346	280
4600	WORKERS' COMPENSATION	1,051	646	(405)
4610	PROPERTY & LIAB/INS & UNINSUR	4,390	7,010	2,620
	TOTALS	$ 501,638	$ 602,346	$ 100,708

DEPT. 49 - ADMINISTRATIVE & GENERAL-ADMINISTRATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 500	$ 499	$ (1)
2131	MAINTENANCE OF STRUCTURES	6,860	5,380	(1,480)
2133	MAINTENANCE OF EQUIPMENT	-	181	181
2139	MAINTENANCE/SERVICE CONTRACTS	15,000	12,973	(2,028)
2166	PROFESSIONAL FEES - OTHER	24,500	938	(23,563)
2190	COMMUNICATIONS	17,200	18,884	1,684
3316	OPERATING SUPPLIES	4,000	2,069	(1,931)
4509	OTHER TAXES	11,441	11,441	0
4520	LICENSES & PERMITS	100	75	(25)
4700	UTILITY BAD DEBT EXPENSE	20,430	14,408	(6,022)
	TOTALS	$ 100,031	$ 66,848	$ (33,183)

DEPT. 51 - DIRECTOR OF ELECTRIC & GAS SYSTEMS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 138,098	$ 140,452	$ 2,354
2151	PRINTING	-	23	$ 23
2164	PROFESS. FEES - CONSULTING/ENG	58,466	49,460	(9,006)
2170	TRAINING	3,500	2,801	(699)
2171	TRAVEL	400	1,521	1,121
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	1,100	966	(134)
2230	EMPLOYEE RELATIONS	2,500	194	(2,306)
2240	BUSINESS RELATIONS	50	-	(50)
2260	MEMBERSHIPS - PROFESSIONAL	44,100	40,528	(3,572)
2262	MEMBERSHIPS - CIVIC	900	-	(900)
3313	SUBSCRIPTIONS	98	-	(98)
4050	RETIREMENT	2,661	7,510	4,849
4060	FICA	10,564	10,665	101
4070	EMPLOYEES' INSURANCE	19,688	27,678	7,990
4090	VACATION PAY EXPENSE	-	9,584	9,584
4100	SICK PAY EXPENSE	-	2,232	2,232
4110	NET OPEB EXPENSE	266	539	273
4520	LICENSES & PERMITS	150	-	(150)
4600	WORKERS' COMPENSATION	270	167	(103)
4610	PROPERTY & LIAB/INS & UNINSUR	2,250	2,173	(77)
	TOTALS	$ 290,221	$ 301,653	$ 11,432

DEPT. 53 - ELECTRIC PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 55,000,000	$ 52,691,992	$ (2,308,008)
	TOTALS	$ 55,000,000	$ 52,691,992	$ (2,308,008)

DEPT. 54 - ELECTRIC TRANSMISSION & DISTRIBUTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 2,381,179	$ 2,368,805	$ (12,374)
1020	OVERTIME	310,000	273,874	(36,126)
2122	RENTALS	20,000	15,068	(4,932)
2132	MAINTENANCE OF VEHICLES	48,000	41,997	(6,003)
2133	MAINTENANCE OF EQUIPMENT	30,000	7,026	(22,974)
2139	MAINTENANCE/SERVICE CONTRACTS	670,000	732,476	62,476
2140	POSTAGE	1,200	256	(944)
2151	PRINTING	2,600	830	(1,770)
2166	PROFESSIONAL FEES - OTHER	4,500	2,239	(2,261)
2170	TRAINING	35,000	34,211	(789)
2172	CAR ALLOWANCE	2,150	2,150	-
2190	COMMUNICATIONS	235,000	234,543	(457)
2200	UTILITIES	134,213	119,976	(14,237)
2230	EMPLOYEE RELATIONS	5,000	356	(4,645)
3311	OFFICE SUPPLIES	2,000	594	(1,406)
3316	OPERATING SUPPLIES	240,600	324,276	83,676
3331	VEHICLE SUPPLIES	52,000	79,791	27,791
3340	SMALL TOOLS	20,000	9,682	(10,318)
4050	RETIREMENT	442,191	1,138,644	696,453
4060	FICA	205,877	193,588	(12,290)
4070	EMPLOYEES' INSURANCE	449,860	472,061	22,201
4090	VACATION PAY EXPENSE	-	8,415	8,415
4100	SICK PAY EXPENSE	-	(15,944)	(15,944)
4110	NET OPEB EXPENSE	7,194	7,271	77
4520	LICENSES & PERMITS	440	175	(265)
4600	WORKERS' COMPENSATION	22,961	13,616	(9,345)
4610	PROPERTY & LIAB/INS & UNINSUR	59,090	140,179	81,089
4666	INVENTORY ADJUSTMENTS	-	117,561	117,561
9005	DUPLICATE CHARGES - CREDIT	(61,000)	(50,663)	10,337
9030	DEPRECIATION EXPENSE	4,244,000	4,086,209	(157,791)
	TOTALS	$ 9,564,055	$ 10,359,264	$ 795,209

DEPT. 55 - ELECTRIC OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,144,723	$ 1,124,531	$ (20,192)
1020	OVERTIME	75,000	93,126	18,126
2122	RENTALS	3,750	6,027	2,277
2132	MAINTENANCE OF VEHICLES	4,700	8,788	4,088
2133	MAINTENANCE OF EQUIPMENT	7,500	6,428	(1,072)
2139	MAINTENANCE/SERVICE CONTRACTS	36,000	5,032	(30,968)
2140	POSTAGE	1,580	-	(1,580)
2151	PRINTING	1,960	46	(1,914)
2164	PROFESS. FEES - CONSULTING/ENG	68,000	64,505	(3,495)
2165	TEMPORARY LABOR	10,000	5,291	(4,709)
2166	PROFESSIONAL FEES - OTHER	250	-	(250)
2170	TRAINING	33,000	38,568	5,568
2171	TRAVEL	-	70	70
2172	CAR ALLOWANCE	8,460	7,360	(1,100)
2190	COMMUNICATIONS	28,200	28,051	(149)
2200	UTILITIES	4,966	5,021	55
2230	EMPLOYEE RELATIONS	725	715	(10)
2240	BUSINESS RELATIONS	500	-	(500)
3311	OFFICE SUPPLIES	1,100	205	(895)
3316	OPERATING SUPPLIES	16,000	20,832	4,832
3331	VEHICLE SUPPLIES	28,000	43,845	15,845
3340	SMALL TOOLS	5,000	2,176	(2,824)
4050	RETIREMENT	176,627	481,263	304,636
4060	FICA	93,309	91,783	(1,526)
4070	EMPLOYEES' INSURANCE	360,153	290,175	(69,978)
4090	VACATION PAY EXPENSE	-	(21,599)	(21,599)
4100	SICK PAY EXPENSE	-	(29,382)	(29,382)
4110	NET OPEB EXPENSE	6,394	2,962	(3,432)
4520	LICENSES & PERMITS	600	1,275	675
4600	WORKERS' COMPENSATION	19,494	11,604	(7,890)
4610	PROPERTY & LIAB/INS & UNINSUR	33,318	46,283	12,965
9030	DEPRECIATION EXPENSE	69,000	68,578	(422)
	TOTALS	$ 2,238,309	$ 2,403,558	$ 165,249

DEPT. 56 - ELECTRIC & GAS ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 585,426	$ 610,334	$ 24,908
2132	MAINTENANCE OF VEHICLES	980	1,148	168
2139	MAINTENANCE/SERVICE CONTRACTS	500	-	(500)
2140	POSTAGE	100	-	(100)
2151	PRINTING	80	92	12
2164	PROFESS. FEES - CONSULTING/ENG	267,661	238,454	(29,207)
2170	TRAINING	19,500	14,844	(4,656)
2171	TRAVEL	300	251	(49)
2172	CAR ALLOWANCE	10,320	9,890	(430)
2190	COMMUNICATIONS	5,500	5,274	(226)
2230	EMPLOYEE RELATIONS	375	453	78
2240	BUSINESS RELATIONS	-	125	125
2260	MEMBERSHIPS - PROFESSIONAL	800	1,409	609
3311	OFFICE SUPPLIES	5,000	3,657	(1,343)
3313	SUBSCRIPTIONS	450	-	(450)
3316	OPERATING SUPPLIES	9,400	9,457	57
3331	VEHICLE SUPPLIES	5,000	9,296	4,296
4050	RETIREMENT	105,143	292,455	187,312
4060	FICA	44,785	44,435	(350)
4070	EMPLOYEES' INSURANCE	177,155	184,640	7,485
4090	VACATION PAY EXPENSE	-	(5,146)	(5,146)
4100	SICK PAY EXPENSE	-	6,808	6,808
4110	NET OPEB EXPENSE	2,664	2,424	(240)
4520	LICENSES & PERMITS	450	89	(361)
4600	WORKERS' COMPENSATION	6,579	3,445	(3,134)
4610	PROPERTY & LIAB/INS & UNINSUR	23,405	19,324	(4,081)
9030	DEPRECIATION EXPENSE	24,000	25,027	1,027
	TOTALS	$ 1,295,573	$ 1,478,183	$ 182,610

DEPT. 59 - ADMINISTRATIVE & GENERAL ADMINISTRATION - ELECTRIC

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 2,000	$ 1,830	$ (170)
2131	MAINTENANCE OF STRUCTURES	14,700	19,395	4,695
2133	MAINTENANCE OF EQUIPMENT	500	665	165
2139	MAINTENANCE/SERVICE CONTRACTS	180,000	190,191	10,191
2166	PROFESSIONAL FEES - OTHER	-	3,438	3,438
2190	COMMUNICATIONS	12,600	13,152	552
3316	OPERATING SUPPLIES	9,800	7,587	(2,213)
4509	OTHER TAXES	7,267	7,267	(0)
4510	GROSS RECEIPTS TAX	2,170,900	2,168,781	(2,119)
4520	LICENSES & PERMITS	11,000	13,860	2,860
4531	CONTRIBUTIONS - CIVIC	146,430	162,303	15,873
4610	PROPERTY & LIAB INS PREMIUMS	112,392	113,686	1,294
4700	UTILITY BAD DEBT EXPENSE	331,885	238,955	(92,930)
5710	STORM EXPENSES	42,700	131,281	88,581
5721	INTEREST - BONDS	895,448	895,448	(0)
5723	INTEREST - DEPOSITS	14,965	11,203	(3,762)
5729	INTEREST - OTHER	-	4,823	4,823
5731	AMORTIZATION-BOND DISCOUNT	(54,602)	(54,602)	0
9000	CITY DISTRIBUTION	4,297,058	4,297,058	-
9030	DEPRECIATION EXPENSE	140,000	139,112	(888)
	TOTALS	$ 8,335,043	$ 8,365,432	$ 30,389

DEPT. 61 - DIRECTOR OF WATER/WASTEWATER SYSTEMS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 140,485	$ 140,566	$ 81
2164	PROFESS. FEES - CONSULTING/ENG	250,000	215,509	(34,491)
2166	PROFESSIONAL FEES - OTHER	49,000	72,824	23,824
2170	TRAINING	3,000	556	(2,444)
2171	TRAVEL	6,000	3,953	(2,047)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	900	753	(148)
2240	BUSINESS RELATIONS	200	557	357
2260	MEMBERSHIPS - PROFESSIONAL	500	127	(373)
2262	MEMBERSHIPS - CIVIC	-	190	190
3311	OFFICE SUPPLIES	600	-	(600)
4050	RETIREMENT	25,231	70,560	45,329
4060	FICA	10,747	10,646	(101)
4070	EMPLOYEES' INSURANCE	25,315	26,641	1,326
4090	VACATION PAY EXPENSE	-	577	577
4100	SICK PAY EXPENSE	-	(681)	(681)
4110	NET OPEB EXPENSE	266	269	3
4600	WORKERS' COMPENSATION	57	41	(16)
4610	PROPERTY & LIAB/INS & UNINSUR	1,859	1,878	19
	TOTALS	$ 519,320	$ 550,126	$ 30,806

DEPT. 62 - WATER RESOURCES

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,392,414	$ 1,374,789	$ (17,625)
1020	OVERTIME	115,000	108,188	(6,812)
2122	RENTALS	18,000	17,510	(490)
2132	MAINTENANCE OF VEHICLES	22,000	23,820	1,820
2133	MAINTENANCE OF EQUIPMENT	45,000	73,040	28,040
2139	MAINTENANCE/SERVICE CONTRACTS	380,000	294,348	(85,652)
2140	POSTAGE	280	138	(142)
2151	PRINTING	3,200	3,580	380
2164	PROFESS. FEES - CONSULTING/ENG	25,000	7,143	(17,858)
2165	TEMPORARY LABOR	18,000	18,332	332
2166	PROFESSIONAL FEES - OTHER	1,500	845	(655)
2170	TRAINING	15,000	4,545	(10,455)
2172	CAR ALLOWANCE	5,160	5,160	-
2190	COMMUNICATIONS	76,500	77,478	978
2200	UTILITIES	1,399,886	1,446,882	46,996
2230	EMPLOYEE RELATIONS	1,000	569	(431)
2260	MEMBERSHIPS - PROFESSIONAL	450	544	94
2262	MEMBERSHIPS - CIVIC	550	400	(150)
3311	OFFICE SUPPLIES	5,500	4,332	(1,168)
3313	SUBSCRIPTIONS	434	732	298
3316	OPERATING SUPPLIES	350,000	335,906	(14,094)
3320	CHEMICALS	1,250,000	1,209,128	(40,872)
3331	VEHICLE SUPPLIES	40,000	53,783	13,783
3340	SMALL TOOLS	5,000	5,621	621
3360	PURCHASES FOR RESALE	2,000	171	(1,829)
4050	RETIREMENT	237,960	623,516	385,556
4060	FICA	115,317	108,898	(6,419)
4070	EMPLOYEES' INSURANCE	369,426	383,417	13,991
4090	VACATION PAY EXPENSE	-	10,006	10,006
4100	SICK PAY EXPENSE	-	(10,917)	(10,917)
4110	NET OPEB EXPENSE	6,661	6,732	71
4520	LICENSES & PERMITS	7,000	5,512	(1,488)
4600	WORKERS' COMPENSATION	38,823	24,316	(14,507)
4610	PROPERTY & LIAB/INS & UNINSUR	170,495	171,034	539
9030	DEPRECIATION EXPENSE	2,141,000	2,124,762	(16,238)
	TOTALS	$ 8,258,556	$ 8,514,259	$ 255,703

DEPT. 64 - WATER DISTRIBUTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,171,451	$ 1,171,796	$ 345
1020	OVERTIME	110,000	138,213	28,213
2122	RENTALS	1,235	883	(352)
2132	MAINTENANCE OF VEHICLES	25,000	22,043	(2,957)
2133	MAINTENANCE OF EQUIPMENT	16,016	8,988	(7,028)
2139	MAINTENANCE/SERVICE CONTRACTS	215,000	99,431	(115,569)
2140	POSTAGE	50	-	(50)
2151	PRINTING	1,754	23	(1,731)
2164	PROFESSIONAL FEES - CONSULT/ENG	25,000	-	(25,000)
2166	PROFESSIONAL FEES - OTHER	4,200	3,872	(328)
2170	TRAINING	12,000	7,870	(4,130)
2171	TRAVEL	267	-	(267)
2190	COMMUNICATIONS	36,000	30,555	(5,445)
2200	UTILITIES	28,696	29,853	1,157
2230	EMPLOYEE RELATIONS	1,100	813	(287)
2250	COMMUNITY RELATIONS	5,000	-	(5,000)
2260	MEMBERSHIPS - PROFESSIONAL	556	-	(556)
3311	OFFICE SUPPLIES	6,600	3,151	(3,449)
3316	OPERATING SUPPLIES	250,000	308,680	58,680
3331	VEHICLE SUPPLIES	105,000	79,737	(25,263)
3340	SMALL TOOLS	35,000	6,067	(28,933)
4050	RETIREMENT	211,246	559,386	348,140
4060	FICA	98,031	101,505	3,474
4070	EMPLOYEES' INSURANCE	339,260	368,372	29,112
4090	VACATION PAY EXPENSE	-	(10,235)	(10,235)
4100	SICK PAY EXPENSE	-	(18,605)	(18,605)
4110	NET OPEB EXPENSE	7,460	7,540	80
4520	LICENSES & PERMITS	6,500	5,211	(1,289)
4600	WORKERS' COMPENSATION	35,411	20,516	(14,895)
4610	PROPERTY & LIAB/INS & UNINSUR	41,176	81,196	40,020
4666	INVENTORY ADJUSTMENTS	-	83,066	83,066
9030	DEPRECIATION EXPENSE	2,754,000	2,748,735	(5,265)
	TOTALS	$ 5,543,009	$ 5,858,661	$ 315,652

DEPT. 66 - WATER/WASTEWATER ENGINEERING

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 672,743	$ 629,261	$ (43,482)
1020	OVERTIME	1,000	-	(1,000)
2132	MAINTENANCE OF VEHICLES	1,460	-	(1,460)
2139	MAINTENANCE/SERVICE CONTRACTS	100,000	32	(99,968)
2151	PRINTING	1,132	406	(726)
2164	PROFESSIONAL FEES - CONSULT/ENG	50,000	4,950	(45,050)
2166	PROFESSIONAL FEES - OTHER	1,518	880	(638)
2170	TRAINING	7,500	1,471	(6,029)
2172	CAR ALLOWANCE	15,480	15,480	-
2190	COMMUNICATIONS	4,900	4,682	(218)
2200	UTILITIES	28,770	29,345	575
2230	EMPLOYEE RELATIONS	450	545	95
2260	MEMBERSHIPS - PROFESSIONAL	1,000	335	(665)
3311	OFFICE SUPPLIES	3,200	2,635	(565)
3316	OPERATING SUPPLIES	4,486	4,912	426
3331	VEHICLE SUPPLIES	3,800	5,208	1,408
3340	SMALL TOOLS	150	-	(150)
4050	RETIREMENT	105,886	267,928	162,042
4060	FICA	51,541	47,595	(3,946)
4070	EMPLOYEES' INSURANCE	143,784	150,107	6,323
4090	VACATION PAY EXPENSE	-	7,170	7,170
4100	SICK PAY EXPENSE	-	36,649	36,649
4110	NET OPEB EXPENSE	3,197	3,231	34
4520	LICENSES & PERMITS	1,100	2,014	914
4600	WORKERS' COMPENSATION	13,391	9,247	(4,144)
4610	PROPERTY & LIAB/INS & UNINSUR	21,202	23,688	2,486
9030	DEPRECIATION EXPENSE	18,000	17,136	(864)
	TOTALS	$ 1,255,690	$ 1,264,907	$ 9,217

DEPT. 69 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WATER

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 2,000	$ 3,949	$ 1,949
2131	MAINTENANCE OF STRUCTURES	17,248	10,454	(6,794)
2133	MAINTENANCE OF EQUIPMENT	-	145	145
2139	MAINTENANCE/SERVICE CONTRACTS	121,264	146,252	24,988
2166	PROFE4SSIONAL FEES - OTHER	-	750	750
2190	COMMUNICATIONS	13,000	13,814	814
3316	OPERATING SUPPLIES	2,312	3,494	1,182
4509	OTHER TAXES	7,267	12,531	5,264
4531	CONTRIBUTIONS - CIVIC	45,400	51,932	6,532
4700	UTILITY BAD DEBT EXPENSE	59,500	43,491	(16,009)
5710	STORM EXPENSES	-	18,360	18,360
5721	INTEREST - BONDS	1,229,760	1,229,760	0
5723	INTEREST - DEPOSITS	4,015	3,005	(1,010)
5729	INTEREST - OTHER	2,300	5,332	3,032
5731	AMORTIZATION-BOND DISCOUNT	(91,512)	(91,512)	0
9000	CITY DISTRIBUTION	1,257,407	1,257,407	-
9030	DEPRECIATION EXPENSE	41,000	40,475	(525)
	TOTALS	$ 2,710,961	$ 2,749,640	$ 38,679

DEPT. 74 - GAS OPERATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 853,852	$ 796,108	$ (57,744)
1020	OVERTIME	26,000	30,232	4,232
2110	ADVERTISING	49,800	43,763	(6,037)
2122	RENTALS	4,000	3,782	(218)
2132	MAINTENANCE OF VEHICLES	11,000	11,418	418
2133	MAINTENANCE OF EQUIPMENT	4,500	3,204	(1,296)
2139	MAINTENANCE/SERVICE CONTRACTS	37,000	29,593	(7,407)
2140	POSTAGE	250	330	80
2151	PRINTING	1,000	876	(124)
2166	PROFESSIONAL FEES - OTHER	3,000	2,742	(258)
2170	TRAINING	19,000	22,380	3,380
2171	TRAVEL	1,500	979	(521)
2172	CAR ALLOWANCE	4,343	4,343	0
2190	COMMUNICATIONS	17,100	16,581	(519)
2200	UTILITIES	16,221	16,591	370
2230	EMPLOYEE RELATIONS	550	281	(269)
2240	BUSINESS RELATIONS	150	140	(10)
2260	MEMBERSHIPS - PROFESSIONAL	20,000	14,704	(5,296)
3311	OFFICE SUPPLIES	2,000	2,046	46
3316	OPERATING SUPPLIES	71,000	75,513	4,513
3331	VEHICLE SUPPLIES	36,680	45,816	9,136
3340	SMALL TOOLS	12,000	10,831	(1,169)
4050	RETIREMENT	147,634	335,337	187,703
4060	FICA	67,309	53,197	(14,112)
4070	EMPLOYEES' INSURANCE	216,436	231,050	14,614
4090	VACATION PAY EXPENSE	-	8,802	8,802
4100	SICK PAY EXPENSE	-	6,856	6,856
4110	NET OPEB EXPENSE	3,997	4,039	42
4520	LICENSES & PERMITS	15,000	11,563	(3,437)
4600	WORKERS' COMPENSATION	14,097	10,218	(3,879)
4610	PROPERTY & LIAB/INS & UNINSUR	27,533	34,157	6,624
4666	INVENTORY ADJUSTMENTS	100	39,203	39,103
9030	DEPRECIATION EXPENSE	373,000	376,835	3,835
	TOTALS	$ 2,056,052	$ 2,243,509	$ 187,457

DEPT. 75 - NATURAL GAS PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 3,500,000	$ 3,123,982	$ (376,018)
	TOTALS	$ 3,500,000	$ 3,123,982	$ (376,018)

DEPT. 79 - ADMINISTRATIVE & GENERAL ADMINISTRATION - GAS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 1,000	$ 333	$ (667)
2131	MAINTENANCE OF STRUCTURES	2,695	1,529	(1,166)
2133	MAINTENANCE OF EQUIPMENT	-	121	121
2139	MAINTENANCE/SERVICE CONTRACTS	41,000	32,852	(8,148)
2166	PROFESSIONAL FEES - OTHER	-	625	625
2190	COMMUNICATIONS	2,900	3,121	221
3316	OPERATING SUPPLIES	5,390	1,379	(4,011)
4509	OTHER TAXES	12,531	801	(11,730)
4510	GROSS RECEIPTS TAX	93,500	87,865	(5,635)
4520	LICENSES & PERMITS	9,800	13,553	3,753
4531	CONTRIBUTIONS - CIVIC	12,348	14,861	2,513
4700	UTILITY BAD DEBT EXPENSE	4,341	3,475	(866)
5710	STORM EXPENSES	-	2,494	2,494
5721	INTEREST - BONDS	396,148	396,148	0
5723	INTEREST - DEPOSITS	1,389	1,040	(349)
5729	INTEREST - OTHER	-	681	681
5731	AMORTIZATION-BOND DISCOUNT	(37,109)	(37,109)	(0)
9000	CITY DISTRIBUTION	300,259	300,259	-
9030	DEPRECIATION EXPENSE	26,000	25,325	(675)
	TOTALS	$ 872,192	$ 849,353	$ (22,839)

DEPT. 82 - WATER RECLAMATION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 833,535	$ 797,161	$ (36,374)
1020	OVERTIME	20,000	17,413	(2,587)
2110	ADVERTISING	-	368	368
2122	RENTALS	11,760	10,473	(1,287)
2132	MAINTENANCE OF VEHICLES	5,847	7,222	1,375
2133	MAINTENANCE OF EQUIPMENT	34,613	16,639	(17,974)
2139	MAINTENANCE/SERVICE CONTRACTS	650,000	745,427	95,427
2140	POSTAGE	100	51	(49)
2151	PRINTING	100	-	(100)
2164	PROFESS. FEES - CONSULTING/ENG	-	30,972	30,972
2170	TRAINING	5,000	7,300	2,300
2171	TRAVEL	1,200	1,104	(96)
2172	CAR ALLOWANCE	5,880	5,880	-
2190	COMMUNICATIONS	52,500	53,087	587
2200	UTILITIES	742,747	744,146	1,399
2230	EMPLOYEE RELATIONS	800	703	(97)
2240	BUSINESS RELATIONS	600	-	(600)
2260	MEMBERSHIPS - PROFESSIONAL	300	199	(101)
3311	OFFICE SUPPLIES	3,500	3,422	(78)
3316	OPERATING SUPPLIES	75,000	69,243	(5,757)
3320	CHEMICALS	150,000	141,931	(8,069)
3331	VEHICLE SUPPLIES	10,000	17,107	7,107
3340	SMALL TOOLS	1,000	866	(134)
4050	RETIREMENT	133,685	388,783	255,098
4060	FICA	65,295	66,911	1,616
4070	EMPLOYEES' INSURANCE	194,991	205,606	10,615
4090	VACATION PAY EXPENSE	-	4,769	4,769
4100	SICK PAY EXPENSE	-	10,693	10,693
4110	NET OPEB EXPENSE	4,263	4,309	46
4520	LICENSES & PERMITS	12,000	1,351	(10,649)
4600	WORKERS' COMPENSATION	16,002	10,700	(5,302)
4610	PROPERTY & LIAB/INS & UNINSUR	51,997	58,377	6,380
9030	DEPRECIATION EXPENSE	1,296,000	1,272,258	(23,742)
	TOTALS	$ 4,378,715	$ 4,694,473	$ 315,758

DEPT. 84 - WASTEWATER COLLECTION

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 1,021,501	$ 944,552	$ (76,949)
1020	OVERTIME	100,000	115,160	15,160
2110	ADVERTISING	250	407	157
2122	RENTALS	23,633	23,521	(112)
2132	MAINTENANCE OF VEHICLES	36,000	34,819	(1,181)
2133	MAINTENANCE OF EQUIPMENT	34,528	46,781	12,253
2139	MAINTENANCE/SERVICE CONTRACTS	380,000	329,916	(50,084)
2151	PRINTING	98	23	(75)
2166	PROFESSIONAL FEES - OTHER	1,836	2,134	298
2170	TRAINING	4,500	-	(4,500)
2172	CAR ALLOWANCE	5,880	6,430	550
2190	COMMUNICATIONS	11,100	10,752	(348)
2200	UTILITIES	343,374	344,342	968
2230	EMPLOYEE RELATIONS	800	689	(111)
3311	OFFICE SUPPLIES	2,800	1,925	(875)
3316	OPERATING SUPPLIES	200,000	203,641	3,641
3320	CHEMICALS	27,440	10,492	(16,948)
3331	VEHICLE SUPPLIES	102,000	125,585	23,585
3340	SMALL TOOLS	5,880	6,528	648
4050	RETIREMENT	181,729	391,730	210,001
4060	FICA	85,795	67,748	(18,047)
4070	EMPLOYEES' INSURANCE	247,427	246,171	(1,256)
4090	VACATION PAY EXPENSE	-	1,034	1,034
4100	SICK PAY EXPENSE	-	16,133	16,133
4110	NET OPEB EXPENSE	5,329	5,386	57
4520	LICENSES & PERMITS	7,840	12,011	4,171
4600	WORKERS' COMPENSATION	20,255	14,698	(5,557)
4610	PROPERTY & LIAB/INS & UNINSUR	74,058	100,777	26,719
4640	UNEMPLOYMENT CLAIMS	3,025	3,025	-
4666	INVENTORY ADJUSTMENTS	-	1,369	1,369
9030	DEPRECIATION EXPENSE	2,837,000	2,726,168	(110,832)
	TOTALS	$ 5,764,078	$ 5,793,946	$ 29,868

DEPT. 89 - ADMINISTRATIVE & GENERAL ADMINISTRATION - WASTEWATER

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
2122	RENTALS	$ 750	$ 266	$ (484)
2131	MAINTENANCE OF STRUCTURES	21,560	4,276	(17,284)
2133	MAINTENANCE OF EQUIPMENT	500	97	(403)
2139	MAINTENANCE/SERVICE CONTRACTS	80,850	104,404	23,554
2164	PROFESS. FEES - CONSULTING/ENG	80,000	70,110	(9,890)
2166	PROFESSIONAL FEES - OTHER	-	500	500
2190	COMMUNICATIONS	7,000	7,490	490
3316	OPERATING SUPPLIES	5,390	3,327	(2,063)
4509	OTHER TAXES	12,531	6,947	(5,584)
4531	CONTRIBUTIONS - CIVIC	32,699	37,499	4,800
4700	UTILITY BAD DEBT EXPENSE	53,411	38,773	(14,638)
5721	INTEREST - BONDS	4,614,911	4,614,910	(1)
5723	INTEREST - DEPOSITS	2,902	2,172	(730)
5729	INTEREST - OTHER	-	2,680	2,680
5731	AMORTIZATION-BOND DISCOUNT	(445,516)	(445,516)	(0)
5710	STORM EXPENSES	2,300	15,385	13,085
9000	CITY DISTRIBUTION	903,607	903,607	-
9030	DEPRECIATION EXPENSE	27,000	27,123	123
	TOTALS	$ 5,399,895	$ 5,394,050	$ (5,845)

DEPT. 93 - FPUAnet COMMUNICATIONS

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
1010	SALARIES & WAGES	$ 444,175	$ 449,480	$ 5,305
2110	ADVERTISING	6,500	3,711	(2,789)
2132	MAINTENANCE OF VEHICLES	2,500	4,780	2,280
2133	MAINTENANCE OF EQUIPMENT	3,000	2,730	(270)
2139	MAINTENANCE/SERVICE CONTRACTS	72,000	67,549	(4,451)
2140	POSTAGE	1,000	110	(890)
2151	PRINTING	1,500	2,065	565
2164	PROFESS. FEES - CONSULTING/ENG	15,000	8,100	(6,900)
2166	PROFESSIONAL FEES - OTHER	5,000	5,877	877
2170	TRAINING	15,600	18,890	3,290
2171	TRAVEL	1,470	1,794	324
2172	CAR ALLOWANCE	4,230	4,230	-
2190	COMMUNICATIONS	4,400	5,854	1,454
2200	UTILITIES	48	48	-
2230	EMPLOYEE RELATIONS	600	-	(600)
2240	BUSINESS RELATIONS	1,000	491	(509)
2250	COMMUNITY RELATEIONS	1,000	761	(239)
2260	MEMBERSHIPS - PROFESSIONAL	5,100	5,000	(100)
3311	OFFICE SUPPLIES	2,500	3,175	675
3313	SUBSCRIPTIONS	98	289	191
3316	OPERATING SUPPLIES	9,000	13,766	4,766
3331	VEHICLE SUPPLIES	7,500	6,327	(1,173)
3340	SMALL TOOLS	25,000	31,648	6,648
4050	RETIREMENT	79,774	221,405	141,631
4060	FICA	33,979	33,137	(842)
4070	EMPLOYEES' INSURANCE	107,735	124,394	16,659
4090	VACATION PAY EXPENSE	-	12,999	12,999
4100	SICK PAY EXPENSE	-	(7,800)	(7,800)
4110	NET OPEB EXPENSE	2,131	2,424	293
4520	LICENSES & PERMITS	882	600	(282)
4600	WORKERS' COMPENSATION	1,335	2,506	1,171
4610	PROPERTY & LIAB/INS & UNINSUR	6,421	13,543	7,122
4640	UNEMPLOYMENT CLAIMS	-	330	330
4666	INVENTORY ADJUSTMENTS	2,000	17,681	15,681
9030	DEPRECIATION EXPENSE	295,000	316,142	21,142
	TOTALS	$ 1,157,478	$ 1,374,038	$ 216,560

DEPT. 95 - FPUAnet COMMUNICATIONS - PURCHASES FOR RESALE

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
3360	PURCHASES FOR RESALE	$ 70,000	$ 55,954	$ (14,046)
	TOTALS	$ 70,000	$ 55,954	$ (14,046)

DEPT. 99 - ADMINISTRATIVE & GENERAL

CODE	DESCRIPTION	AMENDED BUDGET FY 2023	FINAL BUDGET FY 2023	DIFFERENCE INCREASE (DECREASE)
4531	CONTRIBUTIONS - CIVIC	1,899	2,878	979
4700	UTILITY BAD DEBT EXPENSE	433	365	(68)
5721	INTEREST - BONDS	127,500	127,500	-
5729	INTEREST - OTHER	-	9	9
5731	AMORTIZATION-BOND DISCOUNT	(27,835)	(27,835)	0
9030	AMORTIZATION	1,000	534	(466)
	TOTALS	$ 102,997	$ 103,451	$ 454

THIS PAGE INTENTIONALLY LEFT BLANK

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: FPUA FINAL BUDGET AMENDMENT RESOLUTION APPROVAL

CAO RLS FILE: RLS 24-111

DATE: MARCH 21, 2024

I have reviewed the above Request for Legal Services (RLS). The Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 04/15/2024

Re: FPUA ACFR

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R19 accepting the Fort Pierce Utilities Authority Comprehensive Annual Financial Report for FY2023 and annual distribution.

SUMMARY:

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 178(c), FPUA is requesting approval and acceptance of FPUA's Comprehensive Annual Finance Report which includes an unqualified opinion from the Certified Public Accountants (CPA) firm, DiBartolomeo, McBee, Hartley & Barnes, P.A.

RECOMMENDATION:

Approve and accept the report.

ALTERNATIVES:

Do not accept the report.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities

COORDINATED WITH:

Barbara Mika, FPUA Director of Finance and Administration
Linda W. Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

Annual distribution to the city in the amount of $7,467,922

Attachments

24-R19
AFCR Cover Memo
FPUA ACFR Report
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/21/2024 11:21 AM

Form Started By: Linda Cox Started On: 03/20/2024 02:16 PM
Final Approval Date: 04/09/2024

RESOLUTION NO. 24-R19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ACCEPTING THE FY2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Fort Pierce Charter, Article XII, Section 178(c), the Fort Pierce Utilities Authority has submitted its FY2023 Annual Comprehensive Financial Report to the City Commission.

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

SECTION 1. In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 178 (c), City Commission accepts the Comprehensive Financial Report submitted by the Fort Pierce Utilities Authority and attached hereto as Exhibit A, as being the unmodified opinion of the auditors that FPUA's financial statements for the fiscal year ending September 30, 2023 are fairly presented in accordance with accounting principles generally accepted in the United States of America, and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA ACFR, on file with the City Clerk's office pursuant to the City Charter.

SECTION 2. Upon acceptance of the audit, the annual distribution in the amount of $7,467,922.00 will be paid by the Fort Pierce Utilities Authority to the City of Fort Pierce, Florida.

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

Fort Pierce Utilities Authority

MEMORANDUM

To: Fort Pierce City Commission

From: Barbara Mika, CGFO, CPPT
Chief Financial Officer

Through: Javier Cisneros, PE
FPUA Director of Utilities

Date: March 19, 2024

Subject: City Commission Agenda Request for April 1, 2024 Meeting
FY 2023 Annual Comprehensive Financial Report

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 178 (c), I am requesting the City Commission approve the audit as being the unmodified opinion of the auditors that FPUA's financial statements for the fiscal year ending September 30, 2023 are fairly presented in accordance with accounting principles generally accepted in the United States of America, and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA CAFR, on file with the City Clerk's office pursuant to the City Charter.

The amount of this year's Distribution to the City of Fort Pierce will be $7,467,922 and will be paid after approval and acceptance of the audit.

If you have any questions or need additional information, please contact me.

Attachments: FY 2023 Annual Comprehensive Financial Report

cc: City Manager
City Clerk
City Attorney

FPUA
COMMUNITY PROUD

Electric

Water

Wastewater

Natural Gas

Fiber Internet

Annual Comprehensive Financial Report

For The Fiscal Year Ended
September 30, 2023

2023 BEST places to work ST. LUCIE COUNTY

Certificate of Achievement Since 1994

Since 1996

PLATINUM RP3 Reliable Public Power Provider

Fort Pierce Utilities Authority
A Component Unit of the City of Fort Pierce
206 S. 6th Street Fort Pierce. FL 34950
www.fpua.com

Fort Pierce Utilities Authority

A Component Unit of the City of Fort Pierce, Florida

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the fiscal year ended September 30, 2023

Prepared by
Department of Finance

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

FORT PIERCE UTILITIES AUTHORITY
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023

Table of Contents

INTRODUCTORY SECTION

Transmittal Letter 1

FPUA Leadership 10

FPUA Organizational Structure 11

Certificate of Achievement for Excellence in Financial Reporting 12

FINANCIAL SECTION

Independent Auditor's Report 13

Management's Discussion and Analysis 18

Financial Statements:

- Statement of Net Position 26
- Statement of Revenues, Expenses and Changes in Net Position 29
- Statement of Cash Flows 31
- Notes to Financial Statements 32

Required Supplemental Information:

- Schedule of Proportionate Share of Net Pension Liability 66
- Schedule of Proportionate Share of Employer Contributions 67
- Schedule of Funding Progress – Other Postemployment Benefits 68

STATISTICAL SECTION

Statistical Section Contents 69

Financial Trends:

- Statement of Net Position – Assets and Deferred Outflows – Last Ten Years 72
- Statement of Net Position – Liabilities, Deferred Inflows and Net Position – Last Ten Years 74
- Statement of Revenues, Expenses and Changes in Net Position – Last Ten Years 76

FORT PIERCE UTILITIES AUTHORITY
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023

Table of Contents

STATISTICAL SECTION (continued)

Revenue Capacity:

- Average Number of Services Billed by System – Last Ten Years 81
- Operating Revenues by System - Last Ten Years 82
- Unit Sales by System - Last Ten Years 84
- Ten Year Rate Analysis – Residential Rates 86
- Average Monthly Residential Bill (Chart) - Last Ten Years 87
- System Rate Changes- Last Ten Years 88

Debt Capacity:

- Ratios of Outstanding Debt By Type 90
- Computation of Debt Service Coverage – Last Ten Years 91

Demographic and Economic Information:

- Demographic and Economic Information – Last Ten Years 94
- Principal Employers 95

Operating Information:

- Expenses by System – Last Ten Years 98
- Electric Energy Sources, Water and Wastewater Statistics – Last Ten Years 100
- Authorized Full-Time Positions by Department – Last Ten Years 102
- Performance Indicators – Last Ten Years 104
- Capital Asset Statistics by Utility System - Last Ten Years 108
- Ten Largest Customers – Fiscal Year 2023 109

COMPLIANCE SECTION

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards 111

FORT PIERCE UTILITIES AUTHORITY
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023

Table of Contents

COMPLIANCE SECTION (continued)

Schedule of Expenditures of Federal Awards and
State Financial Assistance 113

Notes to Schedule of Expenditures of Federal Awards and
State Financial Assistance 114

Compliance with Requirements Applicable to Each Major Federal Awards Program,
State Financial Assistence Project and Internal Control over Compliance
in Accordance With Uniform Guidance and Chapter 10.550.
Rules of the Auditor General 115

Schedule of Findings and Questioned Costs -
Federal Awards and State Projects 118


FPUA
COMMUNITY PROUD

TeamUA is Community Proud with Over 2,800

♦ ARTHUR AIELLO ♦ CHARLES ALFORD ♦ KATHARINE ALFORD ♦ IVAN ARILL ♦ ANDREW AVERS ♦ CHRISTOPHER BACK ♦ MAURICE BACON ♦ JEFFREY BAKER ♦ JEFFREY BAKER II ♦ EDMUND BARRANT ♦ RAUL BARRERA ♦ JAMES BARRY ♦ RYAN BASTINE ♦ SAMUEL BECKETT ♦ MEREDITH BENNETT ♦ KARYL BERTRAM ♦ LORI BIANCO ♦ JOHN BIGGS ♦ DONALD BLACK ♦ HOWARD BLACK ♦ ROBERT BOULANGER ♦ KENNETH BOWE ♦ S LANCE BRICK ♦ DANIEL BROLMANN ♦ ROGER BROWN ♦ MELISSA BRUNO ♦ TRAVIS BUTLER ♦ ANDREW BYRD ♦ JOSHUA CALANDRO ♦ WENDY CALVO ZAYAS ♦ JULIE CANTAVE ♦ JAYDEN CANTAVE ♦ DADE CAPPAR ♦ ANDREW CAPPS ♦ JUAN CASTILLO ♦ LUIS CASTILLO ♦ MICHAEL CHIDGEY ♦ MONIQUE CHRISTIE ♦ JAVIER CISNEROS ♦ LINDA CLARK ♦ ANDRE CLEVELAND ♦ ANTHONY CLINCO ♦ BRIAN COLLIER ♦ JAMES COMBS ♦ LAWRENCE CONNOR ♦ BRETT CORBETT ♦ GRISEL CORTES ♦ PATRICIA CRAWFORD ♦ CRAIG CRAWFORD ♦ WILBURN CRAWFORD ♦ STEVEN CRITES ♦ JONATHAN CRUMBLEY ♦ MICHAEL CURRID ♦ THOMAS DAROZA ♦ TYRUS DARVILLE ♦ JOEL DAVIS ♦ LUGEY DAWSON ♦ ALICE DELANNOY ♦ JAMES DENMAN ♦ ANDREW DIGIACOMO ♦ JASON DROST ♦ PETER DUNCAN ♦ WILLIAM DUPRE ♦ SCOTT DYKEMA ♦ JASON ERWIN ♦ ROBERT ESCHMANN ♦ JAMES ESTRADA ♦ TRENT EURY ♦ FRANK FEE ♦ STEVEN FERGUSON ♦ OMAR FOOTE ♦ DREW FRANEY ♦ NORIEL FUMERO ♦ FREDERICK GADDIS ♦ STEVEN GATINS ♦













TEAM UA





♦ KORY GATLEY ♦ ANDON GELETY ♦ KEVIN GILLETTE ♦ ELYSA GERAGHTY ♦ KRISTINA GIBSON ♦ GARY GIBBONS ♦ BARBARA GIBSON ♦ PATRICK GILLESPIE ♦ MONIQUE GILSINAN ♦ JOSEPH CHAEL GOLDSMITH ♦ SONIA GOMEZ LEZ ♦ CROSBY GORE ♦ AARON GRAVES ♦ WILLIAM GRAY ♦ JENNIFER GREER ♦ MARIA GUERRERO ♦ RONALD HAGWOOD ♦ GEORGE HALL ♦ TERRY HARPER ♦ MICHELE HARRIS ♦ JAMES HARRIS ♦ MATTHEW HARWARD ♦ COLBY HARWARD ♦ SENATOR HAYES ♦ STEVE HERDEMAN ♦ CLINTON HINER ♦ ADAM HOFFER ♦ ESTELA HOLMAN ♦ KYLE HOLMAN ♦ BRANDON HOULE ♦ LINDA HUDSON ♦ CHRISTOPHER HUGHART ♦ TIMOTHY HUGHES ♦ BOWDOIN HUTCHINSON ♦ CHARLES IVORY ♦ MARCUS JACKSON ♦ SIDNEY JERGER ♦ JUWAN JEUNE ♦ CHONTAE JOHNSON ♦ CHRISTOPHER JOHNSON ♦ TERRY JOHNSON ♦ KATRINA JONES ♦ JOSHUA JORDAN ♦ KERVANS JOSEPH ♦ JESSICA KADIE BARCLAY ♦ WILLIAM KAEFF ♦ ADAM KEE ♦ MARK KOBBE ♦ MICHAEL KOENIG ♦ JENNIFER KRIP ♦ KUPER KRUEGER ♦ JOSEPH LAMMERS ♦ MICHAEL LEDOUX ♦ ASHLEY LEVIN ♦ KARINA LIVINGSTON ♦ KAREN LLANAS ♦







Combined Years of Dedicated Hometown Service

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



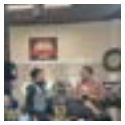






2023 BEST places to work ST. LUCIE COUNTY



















Fort Pierce Utilities Authority

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

Fort Pierce Utilities Authority and employees enhance the quality of life



It is our pleasure to provide economical, reliable, and friendly service to our Fort Pierce Community.

- FPUA employees reached an estimated **713 children** by donating school supplies at the United Way Pack the Backback program. In addition to donations and supplies, 10 FPUA volunteers helped distribute **605 backpacks** to local families.
- FPUA hosted **250 community members and dignitaries** for the long-awaited Wastewater Treatment Plant Relocation **Groundbreaking Ceremony** in February. This ceremony represents decades of time and work toward relocating our sewer treatment plant off of the shores of the Indian River Lagoon. Relocating the treatment plant will protect the Indian River Lagoon and make Fort Pierce's infrastructure more reliable and sustainable. Two million gallons of reclaimed water will be supplied to the neighboring Treasure Coast Energy Center power plant which will conserve water from Florida's aquifers.
- FPUA volunteered and provided a BBQ lunch for the City of Fort Pierce's annual Great American Clean-up, hosted by the Keep Fort Pierce Beautiful Board. In addition to **cooking and serving lunch** for nearly 200 paticipants, **FPUA volunteers collected 1,400 pounds of trash** during the clean-up event.
- FPUA sponsors community organizations and events that enhance the quality of life in our community. In FY23, FPUA provided **$32,000 in sponsorships for 29 different community programs**.
- FPUA employees participated in the Treasure Coast Food Bank's annual Pack the House event again this year. This is a 24-hour-long event where staff **helped create over 200,000 meals** for the food insecure on the Treasure Coast.
- FPUA partnered with the City of Fort Pierce to develop a new street lights safety program, ensuring that street lights are in proper working condition throughout the City. In FY23, FPUA staff **launched an interactive website** for customers to report street light outages, and repaired **221 street lights**.

Mission Statement

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

IN OUR COMMUNITY BY CONTRIBUTING TIME AND SERVICE YEAR-ROUND.

In Fiscal Year 2023, FPUA employees made an impact in more ways than one:



Engaged
67,194
community members
at festivals and events



Restored
1.5 acres
of native seagrass
in Moore's Creek



Donated
1,552 lbs
of nonperishable food
thru department giving



Volunteered
1,000 hours
of their personal time
throughout the community



Collected
1,400 lbs
of litter and trash
during clean-up events



Blood Drive
11.25 gallons
Blood through bi-monthly
employee blood drives

#COMMUNITY PROUD


FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority
Chief Financial Officer
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

March 15, 2024

Board Members
Fort Pierce Utilities Authority

The Annual Comprehensive Financial Report (ACFR) of Fort Pierce Utilities Authority (FPUA) for the fiscal year ended September 30, 2023, is submitted herewith pursuant to the City of Fort Pierce Charter, Article XII, Section 176 (12) and the bond covenants of FPUA's outstanding revenue bonds.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance the financial statements are free of any material misstatements.

DiBartolomeo, McBee, Hartley & Barnes, P.A., Certified Public Accountants, have issued an unmodified ("clean") opinion on FPUA's financial statements for the fiscal year ended September 30, 2023. The independent auditor's report is located at the front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

FPUA PROFILE

FPUA was established in accordance with provisions of the City Charter, confirmed by an election held on May 30, 1972. The City Charter, Article XII, Section 169, states that FPUA shall be responsible for the development, production, purchase, distribution, and collection of all electricity, water, wastewater, natural gas, and such other utility services as may be designated by resolution by the City Commission. Accordingly, FPUA manages and operates the Manatee Observation and Education Center (MOEC) as a community enrichment program, and operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA) on a contract basis, utilizing FPUA employees. FPUA is a component unit of the City of Fort Pierce, Florida and this report includes all systems of FPUA. This report does not include information on the financial activities of the City of Fort Pierce, which is instead contained in the City's ACFR, published separately.

The FPUA Board consists of five members, one of whom is the Mayor-Commissioner of the City, who serves on the Board as long as he or she holds such office. The other four members are appointed by the City Commission for four-year overlapping terms, limited to two consecutive terms of office.

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

On December 12, 1997, FPUA agreed to participate in the FMPA All-Requirements Power Supply Project (ARP). In doing so, FPUA became one of 13 municipally owned utilities in the ARP. The principal benefits of ARP are:

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

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

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

The **Water System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 62 square miles, with an average of 22,334 services billed during the fiscal year ended September 30, 2023. The 2.2% increase in services billed in 2023 represents the fifth consecutive year with annual growth of 1.6% or better. Water supply is obtained from 37 active surficial aquifer wells, 7 of which are active but not currently in use, and 11 Floridan aquifer wells (deep). FPUA currently has a Water Use Permit from the South Florida Water Management District to withdraw an annual daily average not to exceed 21.1 million gallons of ground water. Treatment of the raw ground water is presently accomplished through a 20

million gallons per day (MGD) conventional Lime Softening Water Treatment Plant and a 10.3 MGD Reverse Osmosis Water Treatment Plant. FPUA owns and operates a 13.3 MGD air stripping system, which services the lime-softening portion of FPUA's Water Treatment Facility. FPUA meets all federal and state drinking water standards and has 9 million gallons of storage capacity. The water distribution system is composed of 411 miles of water mains, remote pumping facilities, ground storage tanks, hydrants, and valves.

The **Wastewater System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 56 square miles, with an average of 16,497 services billed during the fiscal year ended September 30, 2023. Wastewater services billed increased by 2.3% in fiscal year 2023 with a five-year average of 2.2%. The wastewater collection system consists of 121 major lift stations and 44 individual low-pressure systems added with our septic-to-sewer conversion, 180 miles of gravity sewer lines ranging from 4 to 48 inches in diameter, and approximately 105 miles of force mains ranging in size from 1.25 to 30 inches in diameter. The Island Water Reclamation Facility (IWRF), located on Hutchinson Island, currently has a permitted capacity of 10 MGD for Annual Average Daily Flow and 11.5 MGD for 3-Month Annual Average Daily Flow. The Florida Department of Environmental Protection has issued an operating permit, which will be adequate through December 10, 2027.

FPUA has one domestic deep injection well at the IWRF plant site. A pumping station injects treated effluent into the 3,300-foot deep injection well for disposal. The permit for the IWRF IW-1 well, a twenty-four inch domestic well, has been renewed and will be adequate through 2027. There are two deep injection wells located on the site of the future Mainland Water Reclamation Facility (MWRF), in the southwest corner of the service area. Injection Well (IW)-1 is an 18-inch industrial deep injection well and IW-2 is a 24-inch domestic deep injection well. IW-1 accommodates the TCEC's industrial wastewater stream and St. Lucie County landfill leachate, and is permitted through August 3, 2027. The IW-2 well is currently not in operation, and therefore is not permitted. Both wells can be utilized for disposal of MWRF effluent when the facility is constructed.

The **Gas System** serves the City of Fort Pierce and the immediate surrounding area, encompassing approximately 31 square miles, with an average of 4,089 services billed during the fiscal year ended September 30, 2023. The system consists of 194 miles of gas main and 83 miles of service lines. System expansion for Natural Gas has grown its miles of gas mains by 9.0% in the past year. The planned expansion to the north of Fort Pierce will add an additional 13.5 miles of new gas mains to the system’s infrastructure. The Gas System purchases firm gas for resale through Florida Gas Utility (FGU). FGU has a contract with Florida Gas Transmission for the transportation of gas to FPUA's system. Gas purchases are supplied by FGU under an all requirements agreement. The Gas Operations Department is responsible for the installation and maintenance of all gas mains and service lines. The department also employs a staff of qualified gas service technicians to maintain and repair customers' natural gas appliances.

FPUAnet Communications Services (FPUAnet) is an all fiber SMART City Internet Service Provider. It provides SMART City Services, SMART Grid Solutions, and Broadband Services to homes and businesses throughout the City of Fort Pierce. FPUAnet has continued to expand its

optical fiber network to over 112 miles of cable and with and average of 99 services billed during the fiscal year ended September 30, 2023. The customer base has expanded by 65% with the expansion of the miles of fiber optic network growing by almost 18% from the prior year.

FPUA manages the **Manatee Observation & Education Center (MOEC)**, which is located on Moore's Creek east of Indian River Drive. The Manatee Center represents FPUA's longtime commitment to community engagement and environmental stewardship. The Manatee Center's mission is to promote understanding and responsible actions for the protection of the Treasure Coast's fragile ecosystems and their inhabitants. The Manatee Center provides environmental education and community involvement through an active education outreach program and a group of over 100 volunteers who staff the Exhibit Hall, Vanishing Mermaid Gift Shop, and community events. The Manatee Center Exhibit Hall, a museum of aquatic tanks and environmental information, provides a clean and safe facility for viewing manatees in the wild and other inhabitants of the Indian River Lagoon. During fiscal year 2023, Manatee Center staff counted 299 manatee sightings in Moore's Creek while hosting 54,242 visitors and students from all over the world. Volunteers provided critical and active support to the Center with a total of 7,952 hours of service.

In accordance with the City charter, FPUA is required to prepare, adopt, and furnish a copy of a budget to the City Commission of the City of Fort Pierce at least 45 days prior to the beginning of the next fiscal year. The budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments for the year ended September 30, 2023, have been approved in accordance with the above procedures.

LOCAL ECONOMY

Fort Pierce is located on Florida's east coast, 120 miles north of Miami and 220 miles south of Jacksonville. The 2023 populations of the City of Fort Pierce and St. Lucie County were 49,508 and 368,628 respectively. Fort Pierce is the county seat, with approximately 24.5 square miles in land area. The metropolitan area includes a transportation network comprised of Interstate 95, Florida's Turnpike, U.S. Highway 1, State Roads 68 and 70, Florida East Coast Railway, Treasure Coast International Airport, and the Port of Fort Pierce.

FPUA's service area includes both the area within the corporate limits of the City of Fort Pierce and the Town of St. Lucie Village, and portions of unincorporated St. Lucie County. Approximately 78% of the system revenues are derived from services provided within the City, and 22% from services provided in the Town of St. Lucie Village and unincorporated St. Lucie County.

The economy of Fort Pierce and surrounding St. Lucie County has a very diverse business base. Industries large and small such as government, agriculture, construction, retail and wholesale trade, light manufacturing, tourism, biotechnology, and sport and commercial fishing operate in the service territory. There are several telemarketing service centers, commercial centers, research institutions, and a Walmart Distribution Center located in the area. Areas of growth

under way are a 40-Vehicle Tesla Charging Station, and a Luxury RV Resort Park. Additional planned opportunities for our area include a large commercial truck stop along I-95 and WaveGarden Florida, a family wave and surf resort.

Florida State University has a Regional Medical School Campus located at Indian River State College (IRSC) where medical students are directed under the leadership of local doctors in eight different areas of study. IRSC also, offers numerous Bachelor's Degree Programs and has opened their Advanced Workforce Training Complex at their Fort Pierce campus providing advanced technology and leading-edge industry training.

FPUA's service area has become an educational and research center with the following facilities:

- Indian River State College (IRSC)
- Florida Atlantic University (FAU)/Harbor Branch Oceanographic Institution
- Smithsonian Fort Pierce Marine Station
- Smithsonian Marine Ecosystem Exhibit
- U.S. Department of Agriculture/Horticultural Research Laboratory
- University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Research and Education Center
- Manatee Observation and Education Center

The 2023 real estate market has slowed while home prices and interest rates were higher compared to 2022. New businesses developing in St Lucie County will bring jobs to the area fueling the need for construction of both residential and commercial properties with the hope that interest rates will come back down. FPUA continues to be optimistic about growth in the long term. Construction and expansion projects have boosted sales activity. Improvements such as major roadwork, continued beautification of the downtown area, development of the Smart City initiative and private investment make the area attractive to new residents.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

Rate Planning

Rate sufficiency has been projected for the upcoming five years. Rate adjustments will be made to ensure FPUA's electric, water, wastewater, and natural gas utilities each generate sufficient revenue to cover their respective expenses, while maintaining the required 45 days of operating cash, as defined by FPUA bond covenants. Changes to the power cost adjustment (PCA) and purchased gas adjustment (PGA) are approved as needed by the FPUA Board ensuring FPUA is recovering the cost of energy, while stabilizing the amounts billed to customers. The issuance of the Series 2022A Refunding and Revenue Bonds called for system rate increases for fiscal years 2022 and 2023 followed by Public Service Commission Index increases through 2026. The Series 2022A and 2022B Revenue Bonds will provide for the infrastructure to expand and promote further into commercial and residential markets with rates that are competitively set.

FPUA's plan for expansion of services, where our territorial lines can be moved, is under way. The Water and Wastewater systems' infrastructure and Natural Gas system's territorial boundaries

have flexibility. Recent debt issuance will permit this construction, opening up new revenue streams to pay for that debt. Economic conditions and supply chain issues are escalating material and delivery costs, making rate increases a necessity as we move forward.

Capital Planning

FPUA's renewals and replacements, expansion projects, and system improvements continue to be a major portion of our Capital Improvement Plan (CIP). The City of Fort Pierce and FPUA's service territory have an aged infrastructure. Many replacements are costly and provide no additional revenue, but are expected to have a positive impact through savings on operations and maintenance expenses.

The construction of the Mainland Water Reclamation Facility will relocate the wastewater processing off of the Indian River Lagoon. This environmentally necessary project will be funded in large part by the issuance of the Series 2022A Revenue and Refunding Bonds. While the conveyance system will require additional funding, FPUA is pursuing grants to fund as much as possible minimizing the amount of debt required. On February 6, 2023, FPUA was awarded a Resilient Florida Grant for $15 million, the majority of which will be directed toward the conveyance system.

The planning and implementation of new low-pressure sewer grinder pump stations will allow for customer base expansion for our wastewater system. We have been approved for Federal and State grant funding for wastewater to aid in the cost to our customer of up to 100% of the installation. Fiscal years 2022 and 2023 have brought $1.9 million in grant revenues for these projects. The sewer main lining process preserves the mains for an additional 40 years of useful life at a fraction of the cost for replacement. Our goal is to line 100% of all aged force mains in our system by early in fiscal year 2025. Federal grant have funding of $1.5 million received for this project has accelerated this process. At the end of FY 2023 this endeavor was 53% complete system-wide.

The multi-year project to implement an Advanced Metering Infrastructure (AMI) system for Electric, Gas and Water will improve the efficiency and reliability of our operating systems. AMI provides real-time notifications on system interruptions, remote turn-ons and turn-offs, give customers the ability to interact with their account, and allows FPUA to be more pro-active in correcting system concerns. To the extent possible the AMI project will be funded by the Series 2022A revenue bonds.

Capital contributions also continue to help fund the infrastructure needed to support future growth. Department heads and engineers meet periodically with county, city and other governmental agencies to discuss, update, and coordinate implementation of joint capital plans.

Strategic Management Planning

FPUA held a Strategic Planning Workshop in August 2023 to determine what is most important to the organization. Knowing those vital ideas will help to define our purpose, identify our goals and strategies for success, and the action needed to implement change. Input from Board members and management were discussed and ranked. The goals and areas of focus while aligned with previous strategic plans, are at a new stage of development.

Community Relations – FPUA's top goal over the next three years is to engage our internal and external stakeholders to build relationships and earn trust through collaborative communication. Internal branding needs workshops were conducted with all departments, directors, the FPUA Board, and Utility Advisory Committee to establish a baseline for the opinions of organization, opportunities for communication improvement, and to empower these groups to be the envoys in the community.

A strategic expansion of the communication with the local community will ensue. Engaging and collecting feedback from the public will identify the interests and needs of the community, opening up the opportunity on how we can better serve our customers. Our goal is to foster a positive relationship and provide resources to youth-oriented organizations with the future of Fort Pierce in mind.

Technology – In an effort to streamline and automate processes, FPUA will assess technology and businesses practices identifying opportunities to improve efficiencies in areas that have overlapping needs and internal functions. Improving our accessibility and use of operational data with greater security will improve the day to day decision making. The end goal of protecting our organization, customers' information, and staff are vital to FPUA's operations.

Growth and Rates – FPUA will strategically expand services to grow the utility and the city in order to provide economical and reliable services for customers. Growth opportunities are presenting themselves for all systems. Expansion and upgrading our system will bring additional customers while maintaining service reliability. The completion of the MWRF will improve efficiencies and provide environmental peace of mind for the Indian River Lagoon. The expansion to the north service territory with Natural Gas services will have an immense impact on additional customers to this system. Upgrades to the substation capacity creates the opportunity for a more reliable and efficient electric services.

FPUA has worked to stabilize rates to the extent possible by reviewing costs for all systems. Over the past two years FPUA has worked together with Florida Municipal Power Agency (FMPA) and Florida Gas Utility (FGU,) successfully lowering power costs. The Series 2022A Revenue Refunding Bond issuance required staged rate increases for all systems by the annual index, published by the Public Service Commission, in order to keep pace with inflation. While raising rates is not the first choice to preserve our net position, we review our rate sufficiency annually and make every effort to maintain rates as low as possible.

Workforce Development - FPUA will retain and attract the employees necessary to lead FPUA into the future. Recent years have brought challenges in retaining talented and skill trained employees. A comprehensive compensation and benefit study will be performed during fiscal year 2024 which will help in the retention of our workforce. The apprenticeship and internship programs have helped develop potential employees with the specialized skills needed for technical engineering positions and Electric Line Specialists. Leadership training is made available for all employees on a track for succeeding the current retiring and tenured supervisory workforce. Nearly 2% of employees' time in 2023 was spent in training.

Utility Governance – FPUA will provide its Board with the education and resources needed to continue to excel at the performance of its Charter responsibilities. We have put in place an onboarding program for new Board members. Proper training at the top will provide the FPUA Board with the resources to learn, to oversee the operations, and hold management accountable in executing the strategic work plan.

FPUA continuously works to enhance our image in the community through our involvement in civic events, enhanced social media presence and improving the appearance of our physical facilities. FPUA takes part in many communal events through our local Treasure Coast Food Bank, City sponsored events, and the Boys and Girls Club to name a few. We participate with the Economic Development Council, in addition to many charitable organizations that help in the community. FPUA also administers the Weatherization Education Outreach Program (WEOP) implementing efficiencies for customers to reduce their bills through home improvements.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to FPUA for its ACFR for the fiscal year ended September 30, 2022. This was the 29th consecutive year FPUA has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized ACFR that satisfies both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and it will be submitted to the GFOA to determine its eligibility for another certificate.

FPUA also received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated July 27, 2022. In order to qualify for the Distinguished Budget Presentation Award, a budget document must be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report could not have been accomplished without the skill, effort, and dedication of the entire staff of FPUA's Department of Finance. I would also like to express my thanks to the Board, the Director of Utilities, and the entire FPUA staff for their interest and support in planning and conducting the financial operations in a responsible and progressive manner.

Respectfully submitted,

Barbara A. Mika

Barbara A Mika, CGFO
Chief Financial Officer


FPUA
COMMUNITY PROUD

LEADERSHIP FY 2023

Leadership Team

Javier Cisneros, P.E.

Director of Utilities

Craig Crawford

Director of Electric and Gas Systems

Bo Hutchinson, P.E.

Director of Water/Wastewater Systems

Daniel Retherford, P.E.

Chief Operating Officer

Barbara A. Mika, CGFO

Chief Financial Officer

Board of Directors



From Left to Right:

Linda Hudson

Mayor-Member

Barbara M. Bennett

Vice Chairman

Kristina Gibbons

Chairman

Larry Lammers

Secretary

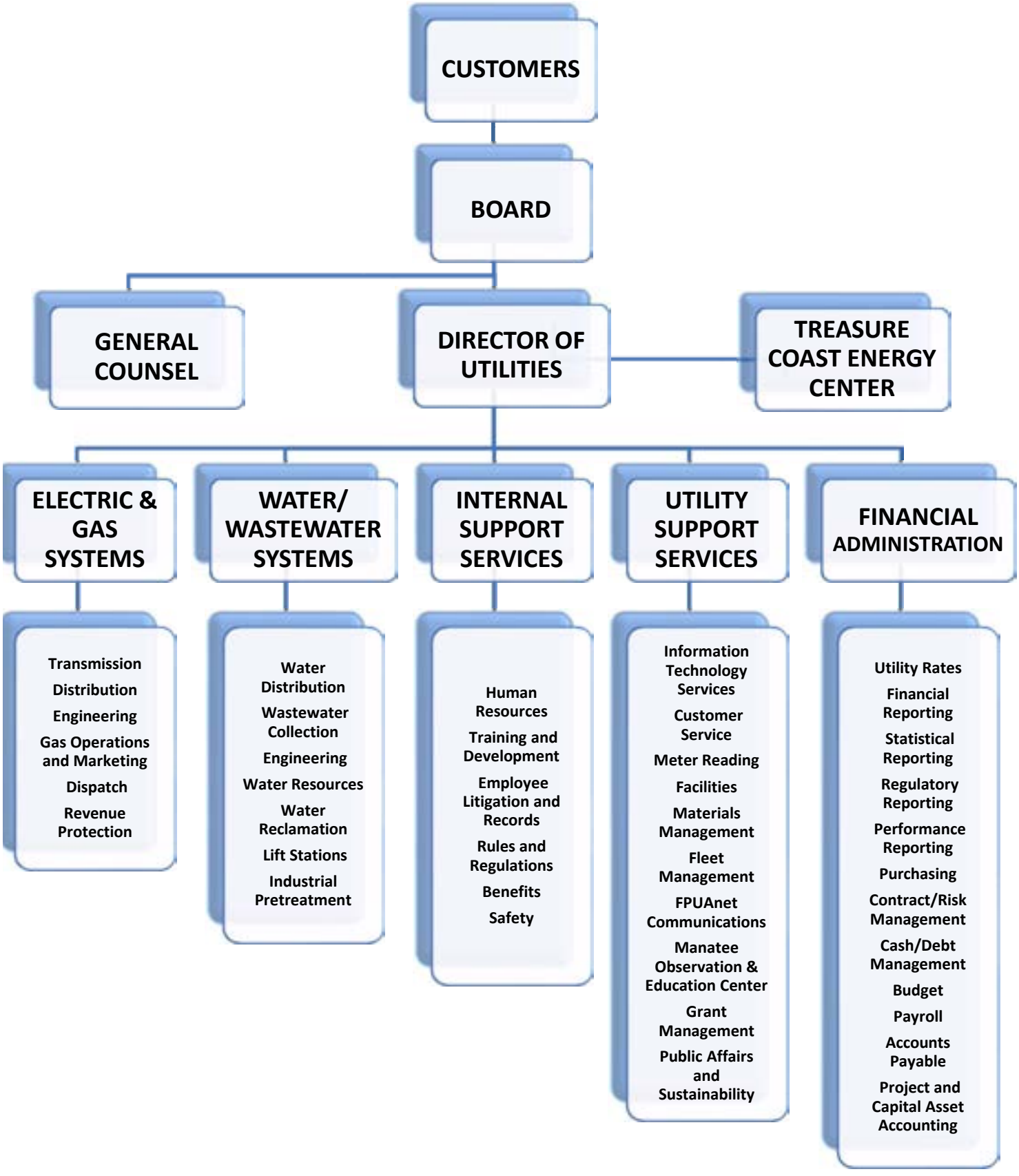
Frank H. Fee, IV

Deputy Secretary

Caroline A. Valentin

General Counsel

FPUA Organizational Structure



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Fort Pierce Utilities Authority
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

DMHB DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

Opinions

We have audited the accompanying financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise FPUA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of FPUA as of September 30, 2023, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of FPUA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about FPUA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report

that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Governmental Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about FPUA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on the Summarized Comparative Information

We have previously audited FPUA's financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 9, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial

reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise FPUA's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State and Local Financial Assistance, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Section 215.97, Florida Statutes, *Florida Single Audit Act*
, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State and Local Financial Assistance is fairly stated, in all material respects, in relation to the basic financial statements as whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2024, on our consideration of FPUA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of FPUA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering FPUA's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
March 9, 2024


FPUA
COMMUNITY PROUD

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Fort Pierce Utilities Authority (FPUA), we offer readers of FPUA's financial statements this narrative overview and analysis of the financial activities of FPUA for the fiscal year ended September 30, 2023 (FY 2023). We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 1-8. All amounts are stated in thousands.

FINANCIAL HIGHLIGHTS

- Operating revenues increased $1,492 compared to last year, and operating expenses decreased $4,951. Operating income of $12,571 was up $6,443 from $6,128, reported for the previous year.
- The ability to adjust rates in order to ensure that FPUA's electric, water, wastewater and natural gas utilities each generate sufficient revenue to cover their respective expenses is critical to FPUA's financial health. In FY 2023 rates were adjusted for all systems, effective October 2022 by the Public Service Commission (PSC) Index, as permitted by resolution without additional consent from The City Commission. The Financial Feasibility report produced in conjunction with the issuance of debt in FY 2022 required staged increases for all systems in accordance with that feasibility report through FY 2026. Rates continue to be reviewed on an annual basis to ensure that FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining each utility system.
- Natural gas prices began to fall in the second quarter of FY 2023 having a direct impact on the cost of purchases for resale. FMPA made pre-purchases of natural gas beginning in March 2023 with a plan for stabilizing the cost of power to the All Requirements Project (ARP) participants. The cost of power purchased from FMPA decreased $6,308 or 10.7% and the cost of natural gas purchased for resale fell $389 or 11.1% in FY 2023.
- Operating revenues were up for the Water, Wastewater and FPUAnet Operating systems with increases of 18.2%, 19.0%, and 62.5% respectively. Electric and Natural Gas Operating revenues decreased 6.3% and 3.2% respectively. These results are inclusive of rate adjustments and the impact of power cost and purchased gas adjustments.
- Consumption billed in FY 2023 was on par for the Electric and Water systems over the prior fiscal year, increasing 1.1% and 1.7% respectively. Wastewater gallons billed rose 2.8% from FY 2022. Natural Gas System's ccf's sold decreased overall by 5.9% with Contract Sales falling off by 19.7%, while Residential and General Sales grew by 2.4%.
- Strong efforts in pursuing grants has proven to be rewarding for the FPUA Wastewater System projects. Federal and State grants awarded through the Departments of Economic Opportunity (DEO) and Environmental Protection (DEP) have increased production on our Sewer Lining projects as well as the Septic -to-Sewer conversion program.
- FPUA, in accordance with Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68) has recorded the actuarially determined adjustment to the pension liability. Net Position for FY 2023 has decreased by $4,973 to reflect this accrued cost. See Note E for details.
- The Distribution to the City of Fort Pierce paid in April of 2023 increased $234 from the amount paid in the prior fiscal year. This was primarily an increase in revenue being subject to the 6% distribution calculation multiplier.

- Work on projects funded by the Series 2022A and 2022B Revenue Refunding Bonds began with the reimbursement resolution dated July 6, 2021. Through September 30, 2023 the proceeds have been spent down by 21%. The proceeds, intended for the expansion in all systems have been spent on the relocation the wastewater reclamation facility to the mainland, and the completion of AMI. Many other projects have begun and will ramp up in FY 2024 including natural gas service territory expansion, substation improvements and fiber communications, all geared at expansion of services for FPUA. Information on FPUA's revenue bonds payable can be found in Note L.

OVERVIEW OF THE FINANCIAL STATEMENTS

FPUA is a single enterprise fund even though it provides various utility services. FPUA's basic financial statements consist of fund financial statements and the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

The financial statements are designed to provide readers with a broad overview of FPUA's finances, in a manner similar to a private-sector business. The ***Statement of Net Position*** presents financial information on all of FPUA's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of FPUA is improving or deteriorating.

The ***Statement of Revenues, Expenses and Changes in Net Position*** presents information showing how FPUA's net position changed during the two most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected utility billings and earned but unused vacation leave).

The enterprise fund activities of FPUA are intended to recover all or a significant portion of its costs through user fees and charges, and include providing electric, water, wastewater, natural gas, and communication services. FPUA also operates the Treasure Coast Energy Center (TCEC) for the Florida Municipal Power Agency (FMPA), as well as the Manatee Observation and Education Center (MOEC) as a community enrichment program. FPUA's financial information is presented in the ACFR prepared by the City of Fort Pierce, as a component unit.

The ***Notes to the Financial Statements,*** provide additional information that is necessary to acquire a full understanding of the data provided in the financial statements. The notes can be found on pages 32-64.

In addition to the basic financial statements and accompanying notes, this report also presents ***Required Supplementary Information*** concerning FPUA's pension and OPEB liabilities and pension contributions. Required supplementary information can be found on pages 66-68.

FINANCIAL ANALYSIS OF FPUA

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. FPUA's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $224,835 at the close of the most recent fiscal year.

Table 1
Net Position
(Dollars in Thousands)

	9/30/2023	9/30/2022	Increase (Decrease) $	Increase (Decrease) %
Current Assets	$ 97,254	$ 72,529	$ 24,725	34.1%
Capital Assets	245,432	224,743	20,689	9.2%
Other Noncurrent Assets	108,274	126,752	(18,478)	(14.6%)
Total Assets	450,960	424,024	26,936	6.4%
Total Deferred Outflows of Resources	11,689	18,712	(7,023)	(37.5%)
Current Liabilities	33,606	30,341	3,265	10.8%
Noncurrent Liabilities	195,005	202,261	(7,256)	(3.6%)
Total Liabilities	228,611	232,602	(3,991)	(1.7%)
Total Deferred Inflows of Resources	9,203	706	8,497	1203.5%
Net Position:				
Net Investment in Capital Assets	171,276	171,439	(163)	(0.1%)
Restricted	15,782	15,172	610	4.0%
Unrestricted	37,777	22,817	14,960	65.6%
Total Net Position	$ 224,835	$ 209,428	$ 15,407	7.4%

The largest portion of FPUA's net position (76.2%) reflects its investment in capital assets, the calculation of which is presented in Note C on page 39. FPUA uses capital assets to provide a variety of services to its customers. Accordingly, these assets are not available for future spending. Although FPUA's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The other major portion of FPUA's net position (7.0%) represents resources that are subject to external restrictions on how they may be used. The unrestricted balance of $37,777 is the residual amount of net position that is not included in net investment in capital assets or restricted net position. The reduction in purchases for resale and the adjustment for the pension liability have affected this increase to the unrestricted net position.

Table 2
Changes in Net Position
(Dollars in Thousands)

			Increase (Decrease)	
	FY 2023	**FY 2022**	**$**	**%**
Operating Revenues				
Electric	$ 79,292	$ 84,606	$ (5,314)	(6.3%)
Water	24,732	20,933	3,799	18.1%
Wastewater	17,896	15,042	2,854	19.0%
Natural Gas	6,715	6,936	(221)	(3.2%)
FPUAnet Communications	976	601	375	62.4%
MOEC	502	503	(1)	(0.2%)
Nonoperating Revenues				
Investment and Other Income	5,963	2,400	3,563	148.5%
Grant Revenue	4,018	1,907	2,111	110.7%
Total Revenues	140,094	132,928	7,166	5.4%
Operating Expenses				
Purchases for Resale	55,872	62,593	(6,721)	(10.7%)
Plant Operations	7,812	7,374	438	5.9%
Field Operations	11,485	11,384	101	0.9%
General and Administrative	27,808	26,411	1,397	5.3%
Depreciation	14,565	14,731	(166)	(1.1%)
Nonoperating Expenses				
Distribution to the City of Fort Pierce	6,758	6,524	234	3.6%
Interest Expense	6,638	3,579	3,059	85.5%
TCEC Expenses	2,156	2,069	87	4.2%
Storm Expenses	168	130	38	29.2%
Total Expenses	133,262	134,795	(1,533)	(1.1%)
Income (Loss) before Capital Contributions	6,832	(1,867)	8,699	(465.9%)
Capital Contributions	8,575	6,244	2,331	37.3%
Increase (Decrease) in Net Position	15,407	4,377	11,030	252.0%
Net Position - Beginning of Year	209,428	205,051	4,377	2.1%
Net Position - End of Year	$ 224,835	$ 209,428	$ 15,407	7.4%

The increase in Net Position of $15,407 is a combined result of increases in grant revenue and a continued growth in capital contributions for FY 2023 over the prior year.

The distribution to the City of Fort Pierce, based on FY 2023 revenue, computes to $7,468 and will be paid after approval and acceptance of the FY 2023 audited financial statements by the City Commission, see Note N for details. Last year's distribution, based on FY 2022 revenue, totaled $6,758, and was paid in April 2023. This increase is a result of higher revenues that are subject to the 6% distribution.

CAPITAL ASSETS

Major projects, and the costs associated with each during FY 2023, include:

Multiple Systems:	
• Advanced Metering Infrastructure	$1,221,071
• North Causeway Bridge Replacement	811,924
Wastewater System:	
• Mainland Water Reclamation Facility & Conveyance System	12,521,655
• DiGiorgio Road Sanitary	2,011,558
• Wastewater Main Lining-Grant	1,456,369
• Mains & Laterals R&R	577,026
• Conveyance System MWRF	342,347
Water System:	
• US 1 Water Main Replacement Avenue H to Avenue O	470,303
• Orange Avenue 25TH-32ND Water Main Replacement	412,635
• Mains, Services, & Valve Replacements	386,843
• Edwards Road-Oleander to US 1	237,794
• Meters & Backflow Preventers	213,028
Electric System:	
• Transmission & Distribution Improvements	369,765
• Avenue B North 8th-North 13th Utility Replacement	346,554
• Storm Hardening-National Electric Safety Code	277,899
• Avalon Crossing Planned Unit Development Project	228,181
• 69KV Breaker Replacement	202,266
Gas System:	
• North Fort Pierce Expansion	855,523
• Gas System New Revenue	195,172
• Meter & Regulator Changeouts	55,551
FPUAnet System:	
• Lincoln Park	547,835
• System Expansion	479,848
• Energy Service Center Fuel Tanks	542,202
• Servers	47,471

The Advanced Metering infrastructure continues to progress. Many of the projects rehabilitate deteriorating lines in the older sections of the service territory, the impact on operating and maintenance expenses is expected to be favorable for years to come. Old water and wastewater lines remain in the system with relining and replacement of these lines is being phased over a multi-year period to soften the impact on rates. Grant funding has been received for portions of this project in addition to correlating these system improvements to supplemental grants approved for the Conveyance System Project. These grants will help to expedite this process while lessening the impact on rates.

At the end of FY 2023, FPUA had $245,432, net of accumulated depreciation, invested in a broad range of net utility capital assets, including its electric and natural gas transmission and distribution systems, water treatment plant, water transmission and distribution mains, water storage facilities, pump stations, water reclamation facility, MWRF deep injection wells, and related wastewater collection plant facilities. The following tables summarize FPUA's capital assets, net of accumulated depreciation, and changes therein, for the year ended September 30, 2023.

Table 3
Capital Assets, Net of Accumulated Depreciation
Categorized by System
(Dollars in Thousands)

			Increase (Decrease)	
	9/30/2023	**9/30/2022**	**$**	**%**
Electric	$ 59,784	$ 59,715	$ 69	0.1%
Water	80,400	78,825	1,575	2.0%
Wastewater	82,063	66,340	15,723	23.7%
Shared Services	9,063	8,175	888	10.9%
Gas	9,871	8,937	934	10.5%
FPUAnet	4,060	2,671	1,389	52.0%
MOEC	191	80	111	138.8%
Total	$ 245,432	$ 224,743	$ 20,689	9.2%

Table 4
Capital Assets, Net of Accumulated Depreciation
Categorized by Asset Class
(Dollars in Thousands)

			Increase (Decrease)	
	9/30/2023	**9/30/2022**	**$**	**%**
Land	$ 9,526	$ 9,526	$ -	0.0%
Transmission, distribution, and collection systems	153,774	156,045	(2,271)	(1.5%)
Equipment	16,514	17,742	(1,228)	(6.9%)
Structures and improvements	17,701	17,691	10	0.1%
Construction work in progress	47,403	23,731	23,672	99.8%
Right to use leased assets:				
Lease Assets	138	8	130	1625.0%
Subscription Assets	376	-	376	100.0%
Total	$245,432	$224,743	$ 20,689	9.2%

Additional information on FPUA's capital assets can be found in Note C on pages 39-41 of this report.

DEBT ADMINISTRATION

At September 30, 2023, FPUA had outstanding revenue bonds and direct placements totaling $161,979. Debt service schedules extend to October 1, 2052. Interest rates range from 2.14% to 5.90% on these issuances. Principal payments are due October 1 of each year. Principal on the bonds of $5,575 was due and paid on October 1, 2023.

In April 2023, the bond rating firm, Fitch Ratings Inc., performed surveillance as an update to the ratings review that was completed in concert with the 2022A and 2022B bond issuance. Our "A" rating was upheld. The bond rating firm, Standard & Poor's, assigned its 'A' long-term rating on FPUA's Series 2022 utilities refunding revenue bonds and affirmed an 'A' long-term rating and underlying rating on FPUA's utility bond obligations. Both firms support a stable outlook for all FPUA bond holders.

FPUA has no general bonded debt. Neither the City of Fort Pierce Charter or Code of Ordinances, nor the Florida Statutes limit the amount of debt FPUA can issue. FPUA's debt service coverage ratio was 2.52 times for the twelve months ended September 30, 2023, compared to 2.47 times on September 30, 2022. This coverage ratio remains well above the 1.25 minimum requirement.

Additional information on FPUA's revenue bonds payable can be found in Note L on pages 58-61 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The economy grew steadily during FY 2023 with continued activity for construction both commercial and residential in the local area. Interest rates rose in the second quarter of FY 2023 which was beneficial, for our investment portfolio and the overnight repurchase agreement which held the unused portion of our bond proceeds. Supply chain issues began to lessen for certain materials needed for the growth and development projects while long lead times continue for transformers, regulators, tankless water heaters, and polyethylene pipe used for conduit and water/wastewater mains and services. Careful planning by our engineering and warehouse staff has generated advanced orders for these materials which has significantly impacted our end of year commitments.

The hike in gas prices experienced in fiscal year 2022, fueled by the world economic conditions, had an extreme impact on the utility industry especially for those operating in a state where the production of electricity is so heavily reliant on natural gas. During fiscal year 2023, FPUA along with 12 other participants in the All-Requirements Project (ARP), through Florida Municipal Power Agency (FMPA), took measures in an effort to lower the cost of power to our customers. FMPA began purchasing of futures in natural gas prices enabling the ARP members to stabilize and manage costs. The pre-purchased amounts ranged from 25% to 75% of anticipated consumption through March 2025. These efforts resulted in lower power costs by 10.8% in fiscal year 2023. Additional details along with other local economic factors are discussed in the transmittal letter on pages 1 -8.

Current rate schedules and charges are available on FPUA's website, www.fpua.com. Rates are reviewed on an annual basis to ensure FPUA's rate structure properly reflects the recovery of the cost of operating and maintaining its electric, water, wastewater, and natural gas systems. Rate adjustments implemented during FY 2023 were based upon the feasibility study performed in connection with the issuance of the Revenue Refunding Bond Series 2022A. Electric and Natural Gas rate adjustments were limited to the Public Service Commission Index published in December of 2021. These adjustments to rates were intended to help keep pace with inflation and to fund the debt associated with the financing of the growth and development of the FPUA's utility infrastructure.

CONTACTING FPUA'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of FPUA's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to FPUA's Chief Financial Officer at Fort Pierce Utilities Authority, PO Box 3191, Fort Pierce, FL 34948-3191, or e-mail bmika@fpua.com.

This report and bond disclosure information is available on FPUA's website – www.fpua.com.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2023
(With comparative totals for September 30, 2022)
(Dollars in Thousands)

	2023	2022
ASSETS AND DEFERRED OUTFLOWS		
ASSETS		
Current Assets:		
Equity in Pooled Cash and Investments	$ 35,159	$ 21,646
Accounts Receivable, Net of Allowance for Uncollectible Accounts of $886 in 2023 and $878 in 2022	10,797	11,246
Unbilled Receivables	7,571	7,848
Due from Other Governments	773	720
Inventories and Other Current Assets	12,151	7,172
Restricted Equity in Pooled Cash and Investments	22,249	17,716
Restricted Cash with Fiscal Agent	8,554	6,181
Total Current Assets	97,254	72,529
Noncurrent Assets:		
Capital Assets:		
Utility Plant in Service	515,567	505,386
Construction Work in Progress	47,403	23,731
Less Accumulated Depreciation	(318,052)	(304,382)
Right to Use Lease Assets	156	154
Less Accumulated Amortization	(18)	(146)
Right to Use Subscription Assets	441	-
Less Accumulated Amortization	(65)	-
Total Capital Assets (net of Accumulated Depreciation)	245,432	224,743
Other Noncurrent Assets:		
Restricted Equity in Pooled Cash and Investments	106,314	124,764
FMPA Working Capital Receivable	1,919	1,919
Preliminary Surveys	41	69
Total Other Noncurrent Assets	108,274	126,752
Total Noncurrent Assets	353,706	351,495
Total Assets	450,960	424,024
DEFERRED OUTFLOWS OF RESOURCES		
Net Deferred Pension Outflow	11,001	17,920
Net Deferred OPEB Outflow	276	352
Deferred Amount on Debt Refunding	412	440
Total Deferred Outflows of Resources	11,689	18,712
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 462,649	$ 442,736

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Net Position
September 30, 2023
(With comparative totals for September 30, 2022)
(Dollars in Thousands)

	2023	2022
LIABILITIES, DEFERRED INFLOWS AND NET POSITION		
LIABILITIES		
Current Liabilites:		
Accounts Payable and Accrued Expenses	$ 13,502	$ 13,061
Due to City of Fort Pierce	953	941
Customer Deposits - restricted assets	9,429	8,989
Revenue Bonds Payable - restriced assets	5,575	4,668
Accrued Interest Payable - restricted assets	3,394	1,925
Accrued Compensated Absences	348	335
Lease Liability	28	11
Subscription Asset Liability	100	-
Other Current Liabilities	277	411
Total Current Liabilities	33,606	30,341
Noncurrent Liabilities:		
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums Restricted portion $102,937 in 2023 and $117,907 in 2022	163,823	169,607
Accrued Compensated Absences	1,923	1,785
Other Postemployment Benefit Liability	1,336	1,333
Net Pension Liability	27,665	29,536
Lease Liability	114	-
Subscription Asset Liability	109	-
Other Noncurrent Liabilities	35	
Total Noncurrent Liabilities	195,005	202,261
Total Liabilities	228,611	232,602
DEFERRED INFLOWS OF RESOURCES		
Purchased Power and Gas Over-Recovery	8,884	311
Deferred Pension Inflow	302	377
Deferred OPEB Inflow	17	18
Total Deferred Inflows of Resources	9,203	706
NET POSITION		
Net Investment in Capital Assets	171,276	171,439
Restricted Capital Improvement Charges	12,405	8,315
Restricted for Debt Service	1,977	5,457
Restricted for Emergencies	900	900
Restricted for Renewals and Replacements	500	500
Unrestricted	37,777	22,817
Total Net Position	224,835	209,428
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$ 462,649	$ 442,736

The accompanying notes are an integral part of this financial statement.


FPUA
COMMUNITY PROUD

FORT PIERCE UTILITIES AUTHORITY

Statement of Revenues, Expenses and Changes in Net Position

Year Ended September 30, 2023

(With comparative totals for the year ended September 30, 2022)

(Dollars in Thousands)

	2023	2022
OPERATING REVENUES		
Sales and charges for services	$ 127,140	$ 126,195
Other	2,973	2,426
Total Operating Revenues	130,113	128,621
OPERATING EXPENSES		
Purchases for resale	55,872	62,593
Plant operations	7,812	7,374
Field operations	11,485	11,384
General and administrative	27,808	26,411
Depreciation	14,565	14,731
Total Operating Expenses	117,542	122,493
OPERATING INCOME	12,571	6,128
NONOPERATING REVENUES (EXPENSES)		
Investment and other income	5,873	2,383
Grant revenue	4,018	1,907
Distribution to General Fund - City of Fort Pierce	(6,758)	(6,524)
Interest expense	(6,638)	(3,579)
TCEC expenses	(2,156)	(2,069)
Gain (Loss) on Disposal of Capital Assets	90	17
Storm expenses	(168)	(130)
Total Nonoperating Revenues (Expenses)	(5,739)	(7,995)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	6,832	(1,867)
Capital contributions	8,575	6,244
Total Contributed Capital	8,575	6,244
CHANGE IN NET POSITION	15,407	4,377
Net Position - Beginning of Year	209,428	205,051
Net Position - End of Year	$ 224,835	$ 209,428

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY

Statement of Cash Flows

Year Ended September 30, 2023

(With comparative totals for the year ended September 30, 2022)

(Dollars in Thousands)

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 128,428	$ 120,486
Receipts from other sources	2,973	2,426
Payments to suppliers for goods and services	(61,737)	(61,521)
Payments to employees for services	(17,294)	(17,281)
Payments for benefits on behalf of employees	(14,289)	(12,407)
Net cash provided by operating activities	38,081	31,703
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Increase (decrease) in payable to City of Fort Pierce	12	(9)
Proceeds received for Grants and Storm damages	3,965	1,776
Payments for other non-operating activities	(2,156)	(2,069)
Distribution to General Fund - City of Fort Pierce	(6,758)	(6,524)
Net cash used by noncapital financing activities	(4,937)	(6,826)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(34,187)	(17,293)
Proceeds from sale of assets	93	95
Capital contributions	6,543	4,472
Proceeds from issuance of debt	-	146,744
Bond principal payments	(4,668)	(34,321)
Bond interest payments	(5,169)	(4,629)
Bond costs	-	(1,232)
Proceeds from lease obligation	598	
Payment on lease obligation	(257)	(40)
Net cash used by capital and related financing activities	(37,047)	93,796
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on investments and other non-operating income	5,873	2,383
Net cash provided by investing activities	5,873	2,383
Net Increase (Decrease) in Cash and Cash Equivalents	$ 1,970	$ 121,056

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Statement of Cash Flows
Year Ended September 30, 2023
(With comparative totals for the year ended September 30, 2022)
(Dollars in Thousands)

	2023	2022
Net Increase (Decrease) in Cash and Cash Equivalents	$ 1,970	$ 121,056
Cash and Cash Equivalents at Beginning of Year	170,306	49,250
Cash and Cash Equivalents at End of Year	$ 172,276	$ 170,306
Current equity in pooled cash and investments	$ 35,159	$ 21,646
Restricted equity in pooled cash and investments	128,563	142,479
Restricted cash with fiscal agent	8,554	6,181
Total Cash and Cash Equivalents	$ 172,276	$ 170,306
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	$ 12,571	$ 6,128
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	14,565	14,731
Inventory adjustment / gain assets / pension expense	478	149
(Increase) decrease in accounts receivable	449	(4,625)
(Increase) decrease in unbilled revenue	278	(1,421)
(Increase) decrease in inventories and other current assets	2,044	(54)
Increase (decrease) in liabilities deferred & customer deposits	440	125
Increase (decrease) in accounts payable	441	3,207
Increase (decrease) in compensated absences	151	(78)
Increase (decrease) in pension and other post employment benefits	6,629	13,631
Increase (decrease) in other liabilities	35	(90)
	$ 38,081	$ 31,703
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES:		
Accretion of Capital Appreciation Bonds	$ 476	$ 694
Contributions of capital assets	2,032	1,772
Amortization of deferred loss on refunding and bond discounts	36	53

The accompanying notes are an integral part of this financial statement.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

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

The accounts at September 30, 2023, and for the year then ended, of the various utility systems of FPUA are included as a discretely presented component unit of the City of Fort Pierce, Florida, financial statements. FPUA has no component units.

Basis of Presentation

The accounts of FPUA are an enterprise fund. An enterprise fund is a Proprietary type fund used to account for operations (a) that are financed and operated in a manner similar to private business enterprises -- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied. The accompanying financial statements are reported using the "economic resources measurement focus," and the "accrual basis of accounting." Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Accounting Standards Adopted

During fiscal Year 2022, the following new accounting standards were implemented:

GASB Statement No.87 – Leases. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

During fiscal Year 2023, the following new accounting standards were implemented:

GASB Statement No.96 – Subscription-Based Information Technology Arrangements (SBITAs). The objective of this Statement is to better meet the information needs of financial statement users by (a) establishing uniform accounting and financial reporting requirments for SBITAs; (b) improving the comparability of financial statements among governments that have entered into SBITAs; and (c) enhancing the understandability, reliability, relevance, and consistenecy of information about SBITAs.

GASB Statement No.100 – Accounting Changes and Error Corrections. The objective of the Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. FPUA did not have any events that constitute these changes.

Budget Process

FPUA is required to prepare, adopt, and furnish a copy to the City Commission of the City of Fort Pierce an annual budget at least 45 days prior to the beginning of the next fiscal year. The annual budget and any amendments thereto shall be in effect when approved by FPUA and when any line item expense has not been disapproved by four-fifths (4/5) vote of the City Commission within 30 days of submission. The budget is prepared on the accrual basis. The budget and amendments thereto, for the year ended September 30, 2023, have been approved according to the above procedures.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

Pooled Cash and Investments - FPUA, for accounting and investment purposes, pools its cash and investments. Cash and cash equivalents are considered to be cash on hand, demand deposits, deposits with Insured Cash Sweep and Florida PRIME, money market accounts, certificates of deposit, and treasury notes with original maturities of twelve to eighteen months from the date of acquisition.

In accordance with GASB 31, investments are stated at fair value based on per share prices. The State Board of Administration (SBA) Florida PRIME Local Government Surplus Fund is considered to be a "2a-7 like" investment, and is accounted for at fair value for financial reporting (See Note B). Florida PRIME has a current rating by Standard and Poor's of AAAm. There is a risk of loss on these investments based upon the fluctuation of interest rates and lengths of maturity. Florida PRIME is not a registrant with the Securities and Exchange Commission (SEC); however the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund.

Unbilled Receivables - These receivables represent the estimated amount of accounts receivable for services that have not been billed as of the balance sheet date. The amounts are a result of a timing difference between the end of the financial statement cycle (month end) and the billing cycle (various dates within the month for each billing period).

Inventories - Inventories of fuel, supplies, construction materials, and utility plant replacement parts are recorded at weighted average cost. The cost of such inventories is recorded on the consumption method as expenses or additions to Construction Work in Progress when used rather than when purchased.

Utility Plant - Utility plant is stated at historical cost for items constructed or acquired by purchase. Donated or contributed capital assets are recorded at the value of acquisition on the date received as contributed capital. Utility plant assets are defined by FPUA as assets with an initial, individual cost of $5,000 or more and an estimated useful life of three years or more.

Depreciation of all exhaustible utility plant assets, including those acquired through intergovernmental grants externally restricted to capital acquisitions, is charged as an expense against operations. Accumulated depreciation is reported on the balance sheet. Depreciation is calculated using the straight line method over the following estimated useful lives:

Transmission, distribution, and collection systems	5-60 years
Equipment	3-40 years
Structures and improvements	3-55 years

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Deferred Outflows/Inflows of Resources - The financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until the period in which the expense belongs. Similarly, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until FPUA reaches the period to which the resources belong.
FPUA has the following items reported under this section:

- Deferred Pension Outflows and Inflows in accordance with GASB No. 68.
- Deferred Outflow on Debt Refunding is the unamortized bond insurance and discount from bond issuances.
- Purchased Power and Gas Over-Recovery. Purchased power and gas costs greater or less than the amount included in the base rates are charged or credited to FPUA's customers. At the end of the fiscal year, FPUA has recorded a deferred inflow of resources for the balance of these over-recoveries.
- Deferred Outflows and Inflows for Other Post Employment Benefits in accordance with GASB No. 75.

City of Fort Pierce Retirement and Benefit System – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Fort Pierce Retirement and Benefit System (the System) and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position – FPUA's equity is presented as net position and displayed in six components:

- Net Investment in Capital Assets – Consists of capital assets, contributed capital assets and leases, net of accumulated depreciation and reduced by the outstanding balances of any bonds, and related debt that is attributable to the acquisition, construction, or improvement of those assets (See Note C).
- Restricted Capital Improvement Charges – Consists of the unspent Capital Improvement Charges (CICs) collected in the Electric, Water and Wastewater Systems. The respective balances as of September 30, 2023 are $380, $5,750, and $6,275. Electric CIC's are used to fund the cash outlay or debt service associated with the expansion of Electric Substations and Electric Transmission & Distribution Systems. In the Water and Wastewater Systems, CICs are used to fund the cash outlay or debt service associated with specific expansion and growth related projects.
- Restricted for Debt Service – Consists of $1,977 in net position set aside in accordance with FPUA's Master Bond Resolution, as revised in 2022.

- Restricted for Emergencies – Consists of $900 in net position, set aside for emergencies which is limited to paying for repairs or replacements of FPUA capital assets damaged or destroyed by a disaster.
- Restricted for Renewals and Replacements – Consists of $500 in net position which is limited to paying for the cost of extensions, enlargements or additions to or the replacement of FPUA capital assets.
- Unrestricted – All other net position that does not meet the definition of "restricted" or "net investment in capital assets".

Operating Revenues and Expenses - Operating revenues and expenses generally result from providing services in connection with FPUA's principal ongoing operations. The principal operating revenues of FPUA consists of charges to customers for sales of electricity, water and natural gas and services including wastewater collection, FPUAnet Communications services, and operation of the Manatee Observation and Education Center (MOEC). Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Capacity Reductions – Water and wastewater service capacity is obtained through payment of Capital Improvement Charges (CICs). Property developers in the FPUA service territory have the ability to execute amended supply agreements in order to take advantage of FPUA's Capacity Reduction Option (CRO). Customers exercising this option can apply payments previously made for CICs toward payment of Guaranteed Revenue Charges (GRCs) incurred since the original agreements were signed. Any future need for additional capacity must be obtained through payment of CICs at prevailing rates. No new CROs were excercised in the current fiscal year.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE B – POOLED CASH AND INVESTMENTS

Cash Deposits with Financial Institutions - Florida Statutes require state and local governmental units to deposit monies with a financial institution classified as a "Qualified Public Depository". A Qualified Public Depository is defined as a bank or savings association that has a branch office authorized to receive deposits in Florida, is FDIC insured, meets the requirements of Chapter 280 of the Florida Statutes, and has been so designated by the office of Florida's Chief Financial Officer. FPUA had cash deposits only with qualifying institutions as of September 30, 2023. At year-end, FPUA's carrying amount of deposits was $792 and the bank balance was $0.

Investments – The following investments are considered cash equivalents for purposes of the Statement of Cash Flows (see Note A). FPUA's investments held throughout the year are principally the same as the investments held as of September 30, 2023. Due to fluctuations in cash flows, FPUA maintains investments in an Insured Cash Sweep account. The interest income generated on these investments including any gain on investment, for the year ended September 30, 2023, was $3,491.

As of September 30, 2023, FPUA had the following investments:

Investment	Fair Value
Seacoast Money Market	$ 102,249
Seacoast Bank Sweep	39,212
State Board of Administration - Florida PRIME	5,932
Seacoast Bank CDARS	5,053
PNC Money Market	4,455
SNB Bond Investment Sweep	3,267
South State Bank Certificates of Deposit	1,713
Trust Co. Certificate of Deposit	1,041
Total	$ 162,922

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from fluctuating interest rates, FPUA's investment policy permits a shifting in the maturity of debt obligations based upon the historical trend in interest rates.

Credit Risk - FPUA is authorized by Resolution to invest in:

(1) Local Government Surplus Funds Trust Funds.
(2) Negotiable direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the United States Government.
(3) Obligations of the federal farm credit banks, the Federal Home Loan Mortgage Corporation, including Federal Home Loan Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association, U.S. Treasury, agencies, and instrumentalities.
(4) Repurchase agreements secured by the types of investments listed above, restricted as to acquisition, term, and FDIC limits.
(5) Interest-bearing time deposits or savings accounts in banks organized under the laws of this state, in national banks organized under the laws of the United States and doing business and situated in this state, in savings and loan associations which are under state supervision, or in federal savings and loan associations located in this state and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.
(6) Deposits and certificates of deposit in out-of-state banks, savings and loan associations, and other regulated financial institutions insured by the FDIC.
(7) Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized rating agency.

Concentration of Credit Risk – As of September 30,2023, FPUA places no limit on the amount that may be invested with any one issuer. A combined 96% of FPUA's investments are insured through Cash Sweep accounts, Overnight Repurchase Agreement, laddered CDs and Treasury note investments, and Florida PRIME.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE C – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, not being depreciated:				
Land	$ 9,526	$ -	$ -	$ 9,526
Construction Work In Progress	23,731	33,133	(9,461)	47,403
Total Utility Plant, not being depreciated	33,257	33,133	(9,461)	56,929
Capital Assets, being depreciated:				
Transmission, distribution and collection systems	388,014	8,615	(7)	396,622
Equipment	61,826	1,338	(872)	62,292
Structures and improvements	46,020	1,189	(82)	47,127
Right to use leased assets:				
Lease Assets	154	2	-	156
Subscription Assets	-	442	-	442
Total Utility Plant being depreciated	496,014	11,586	(961)	506,639
Less accumulated depreciation for:				
Transmission, distribution and collection systems	(231,969)	(10,883)	4	(242,848)
Equipment	(44,084)	(2,413)	718	(45,779)
Structures and improvements	(28,329)	(1,178)	81	(29,426)
Right to use leased assets:				
Lease Assets	(146)	(26)	154	(18)
Subscription Assets	-	(65)	-	(65)
Total accumulated depreciation	(304,528)	(14,565)	957	(318,136)
Total Capital Assets, being depreciated, net	191,486	(2,979)	(4)	188,503
Total Capital Assets, net	$224,743	$ 30,154	$ (9,465)	$245,432

Construction work in progress at September 30, 2023, ongoing construction primarily revolves around relocating the wastewater plant and rerouting the conveyance system from Hutchinson Island to the mainland. Furthermore, efforts are underway to upgrade the electric transmission and distribution system, alongside expanding gas and fiber communication infrastructure. These developments contribute to increases in Total Capital Assets, including Non-Cash Capital Contributions.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Depreciation expense was charged to the utility systems as follows:

Water	$ 5,099
Electric	4,511
Wastewater	4,146
Gas	451
FPUAnet Communications	337
Manatee Observition and Education Center	21
Total Depreciation Expense	$ 14,565

Net Investment in Capital Assets, the primary component of Net Position, is calculated as follows:

All capital assets of FPUA	$563,568
Less: Accumulated depreciation/amortization on those assets	318,136
Net carrying value of capital assets	245,432
Less:	
● Outstanding principal of capital debt and other capital borrowings excluding unspent proceeds ("capital-related debt")	61,191
● Capital-related liabilities such as accounts payable and retainage payable for for capital purposes	5,579
● Unamortized balance of original issue premiums on outstanding capital-related debt, including outstanding capital refunding debt	7,422
● Unamortized balance of capital-related deferred inflows of resources	-
Plus:	
● Unamortized balance of original issue discounts on outstanding capital debt	2
● Unamortized balance of capital-related deferred outflows of resources	34
Equals: Net investment in capital assets of the reporting unit	$171,276

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE D – RESTRICTED ASSETS

Certain assets are restricted by bond resolution; additionally, some assets have been classified as restricted in accordance with governmental accounting standards for enterprise funds and utility industry accounting practices. FPUA's restricted assets consist of equity in pooled cash and investments and cash with fiscal agent in the following accounts:

Cash and Investments Capital Projects	$102,937
Principal and interest accounts	8,969
Capital Improvement Charges	12,405
Customer security deposits	9,429
Debt Service reserve	1,977
Emergency reserve	900
Renewal and replacement reserve	500
	$137,117

The restricted liability, that corresponds to the cash and investments for capital projects, is included in Revenue Bonds Payable, net of unamortized discounts/premiuns on the Statement of Net Position.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE E – RETIREMENT AND BENEFIT SYSTEM

General Information about the Plan

Plan Description
The City of Fort Pierce Retirement and Benefit System (the System) is a cost-sharing multiple employer Public Employees Retirement System (PERS) defined benefit plan administered by the City of Fort Pierce, covering all municipal employees, including employees of FPUA. Except for the Director of Utilities, participation in the System is compulsory for all employees of FPUA. Employees working more than 25 hours per week are required to participate upon employment. A Deferred Retirement Option Plan (DROP) is offered.

Benefits Provided
The plan provides retirement, termination, disability, and death benefits to all full time employees. Upon retirement, members are entitled to an annual retirement benefit (payable monthly), of total service times 3.0% of final average salary (FAS), based upon the highest five consecutive years of the last ten years. The maximum annual pension benefit is $100 and may not exceed 75% of FAS for members hired on or after October 1, 2012. There is no maximum annual pension benefit for members hired before October 1, 2012. Benefits may be payable for life or based on one of five options and name a survivor pension beneficiary.

Normal Retirement - Eligibility occurs at 25 years of service regardless of age, or at age 60 with 5 years of service. Retirees receive 3% of final average salary times total service.

Non-Duty Disability Retirement - Benefits occur after 5 years of service; computed as a normal retirement based upon service and final average salary at date of disability.

Duty Disability Retirement - No service requirement; computed as a normal retirement based upon service projected to the end of the duty disability period and final average salary at the time of disability.

Non-Duty Pre-Retirement Death Benefit - Benefits occur after 5 years of service; computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.

Duty Pre-Retirement Death Benefit - No age of service requirement; benefits begin upon termination of workers compensation; benefits paid at the same amount that was paid by workers' compensation to the spouse until death, or to unmarried children under 18 and dependents of parents.

Deferred Retirement Option Plan - Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The benefit is calculated as normal retirement but based on service and final average salary at the date of the DROP election.

Member contributions cease and monthly benefits accumulate in a self-directed DROP account and are payable upon termination of employment.

Contributions

Per the City of Fort Pierce Code of Ordinances, Ch. 13, Art. II, Div. 1, Sec. 13-40, FPUA employees are required to contribute 6.16% of their annual salary to the System. FPUA is required to contribute amounts actuarially determined annually which, together with member contributions, are sufficient to fund the System. Contributions to the System by FPUA were $2,789 for the year ended September 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2023, FPUA reported a liability of $27,665 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of September 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of September 30, 2022. The total pension liability was rolled-forward from the valuation date to the plan year ending September 30, 2023. FPUA's proportionate share of the net pension liability was based on FPUA's present value of projected long-term contributions. At September 30, 2023, FPUA's proportionate share was 43.33%, which was a decrease of 1.99% from its proportion measured as of September 30, 2022.

For the fiscal year ended September 30, 2023, FPUA recognized pension expense of $7,776. FPUA has recorded beginning and ending accruals which may differ from reporting by the System. At September 30, 2023, FPUA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 720	$ 53
Changes of assumptions	1,816	-
Net difference between projected and actual earnings on pension plan investments	8,465	-
Changes in proporation and difference between FPUA contributions and proportionate share of contributions	-	249
Total	$ 11,001	$ 302

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	
2023	$3,233
2024	3,319
2025	4,633
2026	(486)
Thereafter	-

Actuarial assumptions

Actuarially determined contribution rates are calculated as of September 30, which is 12 months prior to the beginning of the fiscal year in which contributions are reported. The total pension liability in the September 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Cost Method	Individual Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	1-30 years as of September 30, 2021
Asset Valuation Method	4-Year smoothed fair value
Wage Inflation	4.00%
Salary Increases	4.5% to 6.5% including inflation
Investment Rate of Return	7.25%
Long-Term Municipal Bond Rate	4.63% (4.40% in 2022)

The Florida Retirement System (FRS) mortality table, which uses variations of the Pub2010 Mortalitiy Tables with projection scale MP-2018, were used. Based on these assumptions, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established market values are reported at estimated fair value. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Large Cap Equity	26%	5.00%
Small/Mid Cap Equity	12%	5.20%
Global Ex-US Equity	25%	5.15%
Domestic Fixed Income	27%	2.75%
Real Estate	10%	3.50%
Total	100%	

Discount Rate

A single discount rate of 7.25% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate. Employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of FPUA's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents FPUA's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the FPUA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.25%) or one percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Single Discount Rate (7.25%)	1% Increase (8.25%)
FPUA's proportionate share of the Net Pension Liability	$ 40,964	$ 27,665	$ 16,473

Pension Plan Fiduciary Net Position

Detailed information about the System's fiduciary net position is included in the financial statements of the City of Fort Pierce, which can be found on the city's website, www.cityoffortpierce.com. The System does not issue a stand-alone financial report.

Payables to the Pension Plan

At September 30, 2023, FPUA reported a payable in the amount of $126, for outstanding contributions to the Pension Plan.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE F – EMPLOYEE HEALTH PLAN (the Plan)

FPUA has been a self-insurer for health and accident claims of their employees, retirees and their families since January 1, 2000. Payments of claims under the Plan are administered by Blue Cross Blue Shield of Florida (Florida Blue). Employee contributions to the Plan are made biweekly. Any benefit claims, up to the stop loss amounts, are paid by FPUA. Claims in excess of the stop loss amounts are underwritten by an insurer. The individual stop loss amount is $140 and $5,645 in the aggregate for calendar year 2023.

As of September 30, 2023, FPUA had estimated incurred unpaid claims of $1,100. This liability does not include Dental Claims liability. This amount has been calculated based on the results of an actuarial analysis of the Plan, plus claims incurred prior to year-end but paid by FPUA subsequent to year-end.

Changes in FPUA's claim liability balance during the past two fiscal years were as follows:

Fiscal Year	Beginning of Fiscal Year Liability	Contributions/ Changes in Estimates	Claims/ Fees Payments	Balance at Fiscal Year End
2022	777	5,087	5,322	542
2023	542	5,590	5,032	1,100

NOTE G—POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

General Information about OPEB

Benefit description. FPUA provides certain healthcare benefits for all full-time and retired employees and their families, as a single-employer (see Note F). All FPUA employees are eligible for those benefits while working for FPUA. FPUA establishes the benefits available to its employees and retirees and may amend the benefits as business conditions and statutory requirements change. In accordance with Florida Statutes, FPUA allows their retirees to participate in the same Plan offered to their active employees. Although retirees pay an amount equivalent to the full cost of the benefit, FPUA must account for the implicit cost. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Employees covered by benefit terms. At September 30, 2023, the following employees were covered by the benefit terms:

Active employees	248
Inactive employees or beneficiaries currently receiving benefits	60
	308

Total OPEB Liability

FPUA's total OPEB liability of $1,336 was measured as of September 30, 2023, and was determined by an actuarial valuation as September 30, 2022.

Actuarial assumptions and other inputs. The total OPEB liability in the September 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Salary increases	2.50% per annum
Discount rate	2.26% per annum (4.09% for 2023)
Healthcare cost trend rates	4.5% for 2021, to an ultimate rate of 4.5%
Retirees' share of benefit-related costs	Retiree pays the $1,056.69 monthly premium for individual coverage and $2,113.38 for retiree plus spouse coverage.

The discount rate was based on the Bond Buyer's 20-Bond GO Index.

Mortality rates were based on the 2021 PPA Mortality Table (RP-2014, base year 2006, adjusted to 2021 with Mortality Improvement Scale MP-2019).

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

The actuarial assumptions used in the September 30, 2023 valuation were based on the results of the October 1, 2022 Actuarial Valuation of the Fort Pierce Utilities Authority Retiree Medical Plan.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at September 30, 2022	$ 1,333
Changes for the year:	
Service Cost	29
Interest	55
Differences between Expected and Actual Experience	(8)
Implicit Rate Subsidy	(73)
Net changes	3
Balance at September 30, 2023	$ 1,336

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.09%) or 1-percentage-point higher (5.09%) than the current discount rate:

	1% Decrease (3.09%)	Discount Rate (4.09%)	1% Increase (5.09%)
Total OPEB liability	$1,490	$1,336	$1,205

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of FPUA, as well as what FPUA's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (3.5%) or 1-percentage-point higher (5.5%) than the current healthcare cost trend rates:

	1% Decrease (3.5%)	Healthcare Cost Trend Rates (4.5%)	1% Increase (5.5%)
Total OPEB liability	$1,177	$1,336	$1,527

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, FPUA recognized an OPEB expense of $78. At September 30, 2023, FPUA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 276	$ 17
Total	$ 276	$ 17

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:	
2024	68
2025	74
2026	58
2027	33
2028	18
Thereafter	8

NOTE H – COMPENSATED ABSENCES

Current policy allows each employee eligible for vacation leave to accumulate a maximum of 30 days of vacation at the close of the last pay period of the fiscal year. Employees are paid up to 45 days of unused vacation leave at current hourly rates upon separation from the company. Employees who are eligible for sick leave are allowed unlimited accumulation. Upon termination, employees having at least 3 and less than 10 years of continuous service with FPUA will receive pay for 1/2 of their accumulated sick leave balance up to a maximum of 45 days. Those employees having at least 10 years of continuous service with FPUA will receive pay for their accumulated sick leave balance up to a maximum of 90 days.

Accrued liabilities, based on hourly rates at September 30, 2023, have been reflected in the accounts of FPUA for vested (not contingent on employee future service) vacation and sick leave benefits. The amount considered payable within one year is determined based upon three-year averages of leave amounts that are taken in the form of cash payments. Final payouts, conversions and sell-backs have a significant impact on liability balances and are almost entirely for services already rendered during a prior year.

At September 30, 2023 the liability was:

	Total Liability	Due Within One Year
Vacation leave	$ 924	$ 121
Sick leave	1,347	227
	$2,271	$ 348

Annually, FPUA offers its employees the opportunity to receive payment for up to 6 days of unused sick leave, calculated at current hourly rates, providing certain established criteria have been met. This sick leave conversion plan is intended to provide incentive for sick leave to be used only when necessary. During the year ended September 30, 2023, $65 was paid to employees electing this option.

FPUA also offers its employees the opportunity to sell back a portion of their accumulated sick leave, calculated at current hourly rates, providing certain established criteria have been met. Employees may elect to convert up to a maximum of 90 days of sick leave which will reduce their amount payable upon separation. During the year ended September 30, 2023, $54 was paid to employees electing this option.

In addition, all employees have two opportunities per fiscal year to convert up to one half of their annual vacation accrual to cash and will reduce their amount payable upon separation. During the year ended September 30, 2023, $10 was paid to employees electing this option.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE I – CONSTRUCTION AND OTHER SIGNIFICANT COMMITMENTS

FPUA has entered into contracts for the construction or renovation of various system assets as follows:

Upgrade and Expansion	Project Authorization	Expended to Date	Remaining Commitment	Required Further Financing
Wastewater	$ 140,995	$ 14,761	$ 126,230	None
FPUAnet	506	450	56	None
Electric	380	126	254	None
Administration	42	4	38	None
Water	183	-	183	None
Gas	2,735	257	2,478	None
	$ 144,841	$ 15,598	$ 129,239	

A contract with Globaltech Haskell was authorized for engineering and construction of the Mainland Water Treatment Plant on July 11, 2023. The Contract will continue through 2025 and was approved for $133,979.

In addition, FPUA enters into unit price contracts for the construction or renovation of system assets. These contracts are not firm commitments, and the contractors are utilized as needed. As of September 30, 2023, costs of $2,803 were authorized under these contracts, $1,758 had been spent, and authorized amounts of $325 remained.

Changes in the economy have resulted in longer lead times with many manufactures. To ensure FPUA's continued excellent customer service and to support all current expansion projects, FPUA has engaged in future commitments to purchase $3,295 of necessary inventory.

FMPA All-Requirements Power Supply Project

As of January 1, 1998, FPUA became a participant in the Florida Municipal Power Agency's (FMPA) All-Requirements Power Supply Project (hereinafter referred to as ARP). FPUA has agreed to purchase all capacity and energy necessary for their electric system from FMPA's ARP during the term of the contract. The contract is a 30 year evergreen, automatically renewing on October 1 of each year unless notification is provided one year prior to the automatic extension date.

Prior to being involved in the ARP, FPUA had Project Support Contracts and Power Sales Contracts with FMPA regarding Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2, coal-fired plants constructed by the Orlando Utilities Commission. FPUA's resources, which have

been assigned, include the contracts with FMPA related to Stanton Unit No. 1 and Stanton Unit No. 2, and to part of the contract with Florida Gas Transmission for the purchase of firm capacity natural gas. The contracts related to the St. Lucie Project, detailed within this section, have not been assigned; however, as of January 1, 1998, FPUA's share of transmission costs related to the St. Lucie Project have been assigned to the ARP.

FMPA St. Lucie Project

FPUA has entered into agreements with FMPA, of which it is a member, and with certain other members of FMPA, for entitlement to capacity, energy, and transmission services from Florida Power & Light's (FP&L) St. Lucie Unit No. 2 (the Unit) which is located on South Hutchinson Island near Fort Pierce, and through a reliability exchange agreement related to St. Lucie Unit No. 1, located at the same site. Pursuant to a Power Sales Contract and a Project Support Contract, FPUA has acquired an entitlement share of FMPA's allocation of these services. The Power Sales Contract requires payments for each month in which capacity, energy, or transmission services are available from the St. Lucie Project. Payments due each month are based upon an annual budget. Once each year, the excess or deficiency of payments related to actual cost is calculated and applied to the next year's monthly statements from FMPA to FPUA.

The Power Sales Contract will remain in effect until the latest of (i) the date that the principal, premium, if any, and interest on all bonds have been paid, or funds are set aside for the payment thereof; (ii) the date the Unit is decommissioned or finally disposed of as an electric generating unit pursuant to the Participation Agreement, or FMPA's interest in the Unit is terminated pursuant to the Participating Agreement or otherwise disposed of; or (iii) the date all obligations of FMPA under the Participation Agreement have been paid, performed, or provided for.

In any month when electric capacity, energy, or transmission services are not made available to FPUA, payment is made to FMPA under a Project Support Contract in a like amount as would have been due under the Power Sales Contract.

Purchases under these contracts are accounted for as operating expenses by FPUA. Total costs included in operating expenses for FY 2022 and FY 2023 were $6,521 and $5,316 respectively. FPUA is committed under the agreements to payments of $5,196 for the year ending September 30, 2024.

Florida Gas Transmission

FPUA executed an All Requirements Gas Services Agreement with Florida Gas Utility (FGU) on January 15, 2002. As a member of the All Requirements project, FPUA is required to purchase natural gas and the firm capacity needed for its delivery through FGU. The firm capacity of natural gas is the availability of the pipeline required to transport the natural gas to FPUA. This agreement will remain in effect until cancelled by FPUA.

On July 3, 2012, FPUA acquired additional firm capacity from the City of Sunrise, Florida in order to meet the needs of new industrial customers. This agreement will remain in effect until cancelled by FPUA. In FY 2016, additional firm capacity was made available from Florida Gas Transmission, and FPUA exercised rights to obtain this capacity. An additional 96,800 MMbtu of capacity was obtained. With this additional capacity, the amount of Sunrise capacity was reduced by 45,300 MMbtu via a revised interlocal agreement with the City of Sunrise. In FY 2024, FPUA will be entitled to firm capacity of 566,412 MMbtu, and will be committed to purchase 535,283 MMbtu of natural gas at an approximate cost of $3,062. The amounts purchased under these contracts, for FY 2022 and FY 2023 were $3,513 and $3,124 respectively.

FMPA Treasure Coast Energy Center

FPUA has entered into an agreement with FMPA to manage, operate, and maintain their facility located in St. Lucie County near Fort Pierce. The Treasure Coast Energy Center (TCEC) is a natural gas fueled power generation site. The initial terms of this agreement commenced on July 24, 2007 and expired on September 30, 2011, after which the agreement became a one-year evergreen. The agreement is extended annually and was for the year ended September 30, 2023.

The majority of TCEC employees are on the payroll of FPUA and all costs associated with them are reimbursed bi-weekly by FMPA. TCEC employee costs and revenue for FY 2023 and FY 2022 totaled $2,156 and $2,069, respectively.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE J – RISK MANAGEMENT

FPUA is exposed to various other risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which FPUA carries commercial insurance. Settled claims resulting from these risks have not exceeded the commercial insurance coverage limits.

FPUA has property, automobile liability, general liability, pollution remediation, and worker's compensation policies through Florida Municipal Insurance Trust (FMIT), as well as flood insurance through Wright National Flood Insurance Company and computer & telephone equipment through Foundation Risk Partners Corp (Acentria). FPUA is a qualified self-insurer in the State of Florida and under Florida Statue 768.28 is granted sovereign immunity. By statute the limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability, by insurance policy, are increased to $1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement. The Workers Compensation liability policy is statutory per Florida Statute 440, and includes Employers Liability of $1,000,000 each accident/$1,000,000 by disease/ $1,000.000 aggregate by disease.

FPUA also insures certain scheduled equipment and Public Officials Bond insurance with Travelers Casulaty through Brown & Brown. Insurance coverage for underground storage tanks, also scheduled by site, carries liability limits of $1,000,000 per incident and in aggregate, including acts of terrorism.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE K – LEASE AGREEMENTS AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

On January 1, 2023, FPUA entered into an agreement with Pitney Bowes and committed to a five-year lease for billing equipment and software. The lease requires 20 quarterly payments of $12, and contains a $3 fixed maintenance component. The equipment has been capitalized at its FMV of $136. As of September 30, 2023, the FMV less accumulated amortization of $14 was $122. The effective interest and maintenance expenses for the year ended September 30, 2023 were $6 and $7 respectively.

On January 1, 2023, FPUA entered into an agreement with Pitney Bowes and committed to a four-year lease for mailing/postage equipment and software. The lease requires 16 quarterly payments of $2, and contains a $1 fixed maintenance component. The equipment has been capitalized at its fair market value (FMV) of $20. As of September 30, 2023, the FMV less accumulated amortization of $2 was $18. The effective interest and maintenance expenses for the year ended September 30, 2023 were $1 and $1 respectively.

The following table is a schedule by year of future minimum lease obligations together with the present value of the net minimum lease payments as of September 30, 2023.

Year Ending September 30	Principal Payments	Interest Payments	Maintenance Payments	Total
2024	28	12	16	56
2025	31	9	17	57
2026	33	6	17	56
2027	34	3	15	52
2028	16	1	7	24
	$ 142	**$ 31**	**$ 72**	**$ 245**

FPUA has multiple software arrangements, that require recognition under GASB 96. These assets will be amortized over the lease term, which ranges from 3 to 5 years. FPUA recognizes a subscription-based information technology arrangements (SBITA) liability and an intangible right-to-use asset. Therefore, the SBITAs have been recorded at the present value of the future minimum payments as of the inception date using an internal borrowing rate of 7.5%. The cost and accumulated amortization of the assets under the SBITAs totaled approximately $442,000 and $65,000, respectively, as of September 30, 2023.

The following table is a schedule by year of future minimum SBITA obligations together with the present value of the net minimum SBITA payments as of September 30, 2023.

Year Ending September 30	Principal Payments	Interest Payments	Maintenance Payments	Total
2024	100	13	-	113
2025	109	5	-	114
2026	-	-	-	-
2027	-	-	-	-
2028	-	-	-	-
	$ 209	**$ 18**	**$ -**	**$ 227**

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE L – REVENUE BONDS AND DIRECT PLACEMENTS

A summary of changes in revenue bonds payable is as follows:

BONDS PAYABLE	September 30, 2022	Additions	Deletions	September 30, 2023
Series 1999B (Accreted value)	$ 12,289	$ 476[1]	$ (4,340)	$ 8,425
Series 2022A	143,500	-	-	143,500
Series 2022B	2,550	-	-	2,550
Total Revenue Bonds Payable	158,339	476	(4,340)	154,475
Direct Placements				
Series 2016	7,832	-	(328)	7,504
	166,171	476	(4,668)	161,979
Add unamortized bond premiums	8,108	-	(687)	7,421
Less unamortized bond discounts	(4)	-	2	(2)
Less current portion of revenue bonds payable	(4,668)	(5,575)	4,668	(5,575)
Revenue Bonds Payable - net of current portion	**$ 169,607**	**$ (5,099)**	**$ (685)**	**$ 163,823**

[1] Accretion

In September 1999, FPUA issued Utilities Revenue Capital Appreciation Bonds, Series 1999B, in the amount of $10,223 to finance the cost of acquiring and constructing additions, extensions, and improvements to the water and wastewater facilities, as well as to fund the increase in required reserves, and pay certain costs associated with the bond issuance. The 1999B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding capital appreciation bonds remaining principal totals $8,670 and is due in annual installments beginning on October 1, 2023 through October 1, 2024 in the amount of $4,335, with a yield of 5.90%. Accreted value of the 1999B Bond at September 30, 2023 is $8,425.

In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022A, in the amount of $143,500, including $75,975 of serial bonds, and $67,525 of term bonds. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system, refund all the outstanding Utilities Refunding Revenue Bonds Series 2009, and pay certain costs associated with the bond issuance. The refunding of the 2009 revenue bonds resulted in net present value savings of $2,392. The 2022A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $9,021. They are due in annual installments beginning on October 1, 2023 through October 1, 2042 in amounts ranging from $905 to $5,355, plus interest

at a fixed rate of 5.0%. The term bond was issued at a discount of $1,053 and matures October 1, 2052 with payments ranging from $5,625 to $8,005 and a fixed rate of 4.00%. Interest on the 2022A Bond is due and paid semiannually.

In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022B, in the amount of $2,550. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system including improvements to FPUA's broadband and other communications services systems, and pay certain costs related to the issuance of the bonds. The 2022B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $329. They are due in annual installments beginning on October 1, 2027 through October 1, 2036 in amounts ranging from $200 to $315, plus interest at a fixed rate of 5.00%. Interest on the 2022B Bond is due and paid semiannually.

Fort Pierce Utilities Authority Outstanding Revenue Bonds - Direct Placements

In March of 2016, FPUA issued Utilities Refunding Revenue Bonds, Series 2016, in the amount of $9,545 to refund the outstanding principal amount of FPUA's Utilities Revenue Bonds Series 2002. The refunding resulted in a net present value savings of $2,466. The 2016 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds are due in annual installments beginning on October 1, 2021 through October 1, 2026 in amounts ranging from $321 to $3,451, plus interest at a fixed rate of 2.14%. Interest on the 2016 Bond is due and paid semiannually.

Requirements to amortize all revenue bonds outstanding as of September 30, 2023 are as follows:

	Revenue Bonds		Direct Placements		
Year Ending September 30	Principal	Interest	Principal	Interest	Total
2024	5,240	6,582	335	153	12,310
2025	5,285	6,535	343	146	12,309
2026	2,310	6,419	3,375	74	12,178
2027	2,420	6,298	3,451	-	12,169
2028	6,065	5,995	-	-	12,060
2029-2052	133,400	76,795	-	-	210,195
	154,720	108,624	7,504	373	271,221
Future accretion on CABs	(245)	245	-	-	-
	$ 154,475	**$ 108,869**	**$ 7,504**	**$ 373**	**$ 271,221**

Significant Bond Covenants for Utilities Revenue Bonds

The Series 1999, 2016, 2022A, and 2022B, bond issues provide that FPUA accumulate monthly 1/6 of the amount of all interest due on the next semi-annual interest payment date, and 1/12 of the amount of principal due and payable on the next principal maturity date. Additionally, FPUA's Master Bond Resolution requires renewal and replacement, emergency reserve and debt service reserve subaccount funds with minimum requirements of $500, $900 and $1,977, respectively. These reserves are fully funded at September 30, 2023.

Redemption Options Prior to Maturity

The Series 1999B Bonds are not subject to redemption prior to maturity.

The Series 2016 Utilities Refunding Revenue Bonds maturing on October 1, 2026 with an interest rate of 2.14% are redeemable anytime at the option of FPUA. Any full or partial prepayment will carry a fee equal to the greater of (i) 1.00% of the principal balance multiplied by the number of years remaining or (ii) a 'Yield Maintenance Fee'.

The Series 2022A Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022A Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022A Bonds to be redeemed plus accrued interest to the redemption date.

The Series 2022B Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022B Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022B Bonds to be redeemed plus accrued interest to the redemption date.

Current and Advanced Refunding of Debt

Debt refunding activities occurred during fiscal year 2022 that resulted in the redemption or defeasance of certain outstanding obligations. The Refunded Bonds that matured October 1, 2022 through and including 2028 and October 1, 2029 were redeemed prior to their respective maturities, on the closing date of the Series 2022 Bonds (June 21, 2022) at a redemption price of 100% of the principal amount thereof, plus interest to the redemption date. The Refunded Bonds that matured on October 1, 2029 were redeemed on July 11, 2022 at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Upon delivery of the Series 2022 Bonds, the Bank of New York Mellon Trust Company entered into an Escrow Deposit Agreement with FPUA relating to the Refunded Bonds maturing on October 1, 2029. The agreement created an irrevocable escrow deposit trust fund to be applied to the payment of principal of and interest of the Refunded Bonds that mature on October 1, 2029 as the same become due and payable and at redemption prior to maturity.

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE M – CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the year ended September 30, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Revenue Bonds	$ 158,339	$ 476	$ (4,340)	$ 154,475	$ 5,240
Direct Placement	7,832		(328)	7,504	335
Bond Discounts	(4)	-	2	(2)	-
Net Pension Liability	29,536	-	(1,871)	27,665	-
Leases	11	157	(26)	142	28
SBITAs	-	442	(233)	209	100
Compensated Absences	2,120	1,911	(1,760)	2,271	348
Other Postemployment Benefits	1,333	83	(80)	1,336	-
Long Term Liabilities	$ 199,167	$ 3,069	$ (8,636)	$ 193,600	$ 6,051

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE N – DISTRIBUTION TO THE GENERAL FUND, CITY OF FORT PIERCE

As provided by Article XII, Section 178 of the Charter of the City of Fort Pierce, Florida, six percent of FPUA's utility systems gross revenues, as defined therein, is distributed to the City's General Fund on an annual basis. The distribution calculation is based on the preceding fiscal year's audited financial statements. The following is the computation of the amounts distributable to the General Fund during the year ending September 30, 2023:

Gross Revenue	$ 148,669
Plus:	
Gas Piping and Appliance Costs	191
Loss on Disposals	3
	148,863
Less:	
Power Cost & Purchased Gas Adjustment	7,785
Capital Contributions	8,575
FMPA TCEC O&M Expense Recovery	2,156
FPUAnet Operating Revenue	976
Manatee Observation and Education Center Operating Revenue	502
Revenue for City Billing	187
Gas Piping and Appliance Revenue	199
Grant Revenue	4,018
Adjusted Gross Revenue	$ 124,465
Amount distributable to General Fund, City of Fort Pierce	$ 7,468

FORT PIERCE UTILITIES AUTHORITY
Notes to Financial Statements
September 30, 2023
(Dollars in Thousands)

NOTE O – TRANSACTIONS WITH THE CITY OF FORT PIERCE

As an enterprise fund of the City of Fort Pierce, transactions occur between FPUA and the City throughout the year in the ordinary course of operations. Below is a summary of significant transactions:

Metered and Non-metered Service Charges - FPUA bills the City on a monthly basis for all metered and non-metered services. Total amounts charged to the City for the year ended September 30, 2023, were $2,281. Current accounts receivable from the City at September 30, 2023, totaled $423.

Sanitation, Clean Community Fees and Utility Tax Billings - Charges to City residents for sanitation services, clean community fees and utility tax are included on FPUA's monthly billing statements to customers as a service to the City. FPUA acts only as an agent, with all cash collections relating to these charges forwarded monthly to the City. The City is charged $187 annually by FPUA to bill, collect and remit payment for sanitation services and clean community fees.

Disbursements made to the City by FPUA, including payments of utility tax, sanitation charges collected and other routine charges for the year ended September 30, 2023, were $12,355. In addition, FPUA paid the September 30, 2022 General Fund distribution to the City in the amount of $6,758. Amounts payable to the City at September 30, 2023, were $953.

Vehicle Fuel - The City charges FPUA for fuel used by FPUA vehicles. FPUA reciprocates by permitting the City to fuel their vehicles as needed at FPUA pumps and in turn bills the City for fuel used in their vehicles.


FPUA
COMMUNITY PROUD

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of the Net Pension Liability
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	FPUA Proportion of the NPL	FPUA Proportionate Share of the NPL	FPUA Covered Payroll	NPL as a % of Covered Payroll	Plan Net Position as a % of Total Pension Liability
2023	43.33%	$ 27,665	$15,783	175.28%	76.58%
2022	45.32%	29,536	15,321	192.78%	75.29%
2021	48.73%	231	15,654	1.47%	99.81%
2020	45.44%	10,486	15,814	66.31%	90.33%
2019	48.01%	11,606	15,007	77.34%	89.42%
2018	48.48%	7,408	13,401	55.28%	93.12%
2017	50.75%	10,090	13,209	76.39%	90.74%
2016	44.84%	6,655	12,508	53.21%	92.51%
2015	41.74%	5,528	12,431	44.47%	92.95%
2014	41.74%	1,750	11,835	14.79%	98.20%

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Schedule of Proportionate Share of Employer Contributions
For the City of Fort Pierce Retirement and Benefit System
(Dollars in Thousands)

Fiscal Year Ending September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2023	$ 2,807	$ 2,807	$ -	$15,783	17.78%
2022	2,602	2,602	-	15,321	16.98%
2021	2,575	2,575	-	15,654	16.45%
2020	2,775	2,775	-	15,814	17.55%
2019	2,717	2,717	-	15,007	18.10%
2018	2,402	2,402	-	13,401	17.92%
2017	2,147	2,147	-	13,209	16.25%
2016	2,039	2,039	-	12,508	16.30%
2015	2,087	2,087	-	12,431	16.79%
2014	2,053	2,053	-	11,835	17.35%

Required Supplementary Information

FORT PIERCE UTILITIES AUTHORITY
Other Postemployment Benefits (OPEB)
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Six Fiscal Years
(Dollars in Thousands)

	2023	2022	2021	2020	2019	2018
Total OPEB liability						
Service cost	$ 29	$ 44	$ 32	$ 29	$ 27	$ 20
Interest	55	38	28	33	37	33
Differences between expected and actual experience	(8)	146	(5)	282	133	(51)
Implicit Rate Subsidy	(73)	(73)	(105)	(105)	(64)	(41)
Net change in total OPEB liability	3	155	(50)	239	133	(39)
Total OPEB liability - beginning	1,333	1,178	1,228	989	856	895
Total OPEB liability - ending	$ 1,336	$ 1,333	$ 1,178	$ 1,228	$ 989	$ 856
Covered - employee payroll	$ 18,613	$ 17,899	$ 17,472	$ 17,191	$ 16,497	$ 15,211
Total OPEB liability as a percentage of covered - employee payroll	7.18%	7.45%	6.74%	7.14%	6.00%	5.63%

This schedule will show information for 10 years when that information is available.

Statistical Section Contents

This part of the Fort Pierce Utilities Authority's (FPUA) Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosure, and required supplementary information says about FPUA's overall financial health. Statistical information for the current period, as well as nine years prior, is presented in this section. Historical data that is unavailable for the full nine years prior has been presented to include the earliest periods for which that information is readily accessible.

Contents	Page
Financial Trends These schedules contain trend information to help the reader understand how FPUA's financial performance and well being has changed over time.	72-77
Revenue Capacity These schedules contain information to help the reader assess FPUA's local revenue source.	81-88
Debt Capacity These schedules present information to help the reader assess FPUA's debt burden and its ability to issue additional debt in the future.	90-91
Demographic and Economic Information This schedule offers demographic and economic indicators to help the reader understand the environment in which FPUA's financial activities take place.	94-95
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in FPUA's financial report relates to the services FPUA provides and the activities it performs.	98-109

Sources: Unless otherwise noted, the information in these schedules was obtained from the Annual Comprehensive Financial Reports for the relevant year.


FPUA
COMMUNITY PROUD

FINANCIAL TRENDS

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Assets and Deferred Outflows

Last Ten Fiscal Years

(Dollars in Thousands)

	2023	2022	2021
ASSETS AND DEFERRED OUTFLOWS			
ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	$ 35,159	$ 21,646	$ 20,786
Accounts Receivable, Net of Allowance for Uncollectible Accounts	10,797	11,246	6,621
Unbilled Receivables	7,571	7,848	6,428
Due from Other Governments	773	720	914
Inventories and Other Current Assets	12,151	7,173	6,932
Restricted Equity in Pooled Cash and Investments	22,249	17,715	15,147
Restricted Cash with Fiscal Agent	8,554	6,181	6,460
Total Current Assets	97,254	72,529	63,288
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	515,567	505,540	492,754
Construction Work in Progress	47,403	23,731	18,067
Less Accumulated Depreciation	(318,052)	(304,528)	(290,363)
Right to Use Lease Assets	156	-	-
Less Accumulated Amortization	(18)	-	-
Right to Use Subscription Assets	441	-	-
Less Accumulated Amortization	(65)	-	-
Total Capital Assets (net of Accumulated Depreciation)	245,432	224,743	220,458
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	106,314	124,764	6,857
FMPA Working Capital Receivable	1,919	1,919	1,919
Preliminary Survey	41	69	62
Investment in Public Gas Partners Pool	-	-	-
Total Other Noncurrent Assets	108,274	126,752	8,838
Total Assets	450,960	424,024	292,584
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflow	11,001	17,920	1,443
Deferred OPEB Outflow	276	352	282
Deferred Amount on Debt Refunding	412	440	64
Advance Distribution to General Fund - City of Fort Pierce	-	-	-
Total Deferred Outflows	11,689	18,712	1,789
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 462,649	$ 442,736	$ 294,373

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Assets and Deferred Outflows

Last Ten Fiscal Years

(Dollars in Thousands)

2020	2019	2018	2017	2016	2015	2014
$ 24,808	$ 30,506	$ 28,616	$ 26,661	$ 23,163	$ 27,712	$ 29,371
7,896	7,549	7,820	8,489	9,072	8,149	7,256
6,106	5,221	6,306	5,626	5,432	5,534	5,959
1,418	1,793	1,962	2,085	424	422	447
5,346	4,501	4,723	4,514	4,546	5,009	4,877
12,800	13,038	12,831	13,946	22,349	20,757	20,306
6,432	6,404	6,379	6,353	1,083	1,308	1,300
64,806	69,012	68,637	67,674	66,069	68,891	69,516
468,621	457,592	455,645	446,447	434,848	423,324	414,941
24,977	17,483	18,052	20,124	22,547	24,768	20,472
(276,799)	(263,908)	(259,869)	(253,514)	(241,651)	(231,252)	(219,917)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
216,799	211,167	213,828	213,057	215,744	216,840	215,496
6,857	6,857	6,857	6,857	6,857	6,703	6,703
1,919	1,919	1,919	1,919	1,919	1,919	1,919
-	-	68	41	41	6	29
34	359	428	486	537	587	624
8,810	9,135	9,272	9,303	9,354	9,215	9,275
290,415	289,314	291,737	290,034	291,167	294,946	294,287
1,505	3,328	3,701	5,737	3,880	3,689	-
339	114	-	-	-	-	-
80	97	115	132	151	-	-
-	-	-	-	-	1,251	1,250
1,924	3,539	3,816	5,869	4,031	4,940	1,250
$ 292,339	$ 292,853	$ 295,553	$ 295,903	$ 295,198	$ 299,886	$ 295,537

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Liabilities, Deferred Inflows and Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

	2023	2022	2021
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	$ 13,502	$ 13,061	$ 9,855
Due to City of Fort Pierce	953	941	950
Customer Deposits - restricted assets	9,429	8,989	8,864
Revenue Bonds Payable - restricted assets	5,575	4,668	6,076
Accrued Interest Payable - restricted assets	3,394	1,925	792
Accrued Compensated Absences	348	335	276
Due to St. Lucie County	-	-	-
Lease Liability	28	11	40
Subscription Asset Liability	100	-	-
Other Current Liabilities	277	411	501
Total Current Liabilities	33,606	30,341	27,354
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums	163,823	169,607	47,641
Accrued Compensated Absences	1,923	1,785	1,921
Other Postemployment Benefits	1,336	1,333	1,178
Net Pension Liability	27,665	29,536	231
Due to St. Lucie County	-	-	-
Lease Liability	114	-	11
Subscription Asset Liability	109		
Other Noncurrent Liabilities	35	-	-
Total Noncurrent Liabilities	195,005	202,261	50,982
Total Liabilities	228,611	232,602	78,336
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Recovery	8,884	311	1,985
Deferred Pension Inflow	302	377	8,975
Deferred OPEB Inflow	17	18	26
Deferred Amount on Debt Refunding	-	-	-
Total Deferred Inflow of Resources	9,203	706	10,986
NET POSITION			
Net Investment in Capital Assets	171,276	171,439	173,685
Restricted Capital Improvement Charges	12,405	8,315	5,875
Restricted For Debt Service	1,977	5,457	5,457
Restricted For Emergencies	900	900	900
Restricted For Renewals & Replacements	500	500	500
Unrestricted	37,777	22,817	18,634
Total Net Position	224,835	209,428	205,051
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$ 462,649	$ 442,736	$ 294,373

FORT PIERCE UTILITIES AUTHORITY

Statement of Net Position - Liabilities, Deferred Inflows and Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

2020	2019	2018	2017	2016	2015	2014
$ 9,546	$ 7,969	$ 8,977	$ 8,973	$ 7,900	$ 9,577	$ 10,066
942	858	802	746	913	781	766
8,735	8,481	8,280	8,029	8,024	7,803	7,445
6,015	5,953	5,897	5,840	7,367	7,086	6,987
822	853	881	908	971	1,145	1,197
-	-	-	-	24	170	55
-	-	77	-	-	-	-
34	29	24	11	38	31	26
-	-	-	-	-	-	-
598	623	658	835	859	873	832
26,692	24,766	25,596	25,342	26,096	27,466	27,374
52,812	57,728	62,403	66,851	71,085	76,754	82,375
2,181	2,211	2,015	1,968	1,778	1,592	1,878
1,228	989	856	742	711	681	622
10,486	11,606	7,408	10,090	6,655	5,528	1,750
-	-	-	125	132	137	137
51	85	114	-	11	49	80
-	-	-	-	-	-	713
66,758	72,619	72,796	79,776	80,372	84,741	87,555
93,450	97,385	98,392	105,118	106,468	112,207	114,929
3,133	4,881	4,482	2,416	3,516	5,695	3,204
674	441	2,803	683	217	-	-
29	37	43	-	-	-	-
-	-	-	-	-	10	30
3,836	5,359	7,328	3,099	3,733	5,705	3,234
167,218	160,527	161,387	140,472	137,376	132,679	125,879
3,660	4,155	4,152	5,521	7,070	6,031	5,977
5,457	5,457	5,457	5,457	5,457	4,930	4,534
900	900	900	900	900	1,273	1,668
500	500	500	500	500	500	500
17,318	18,570	17,437	34,836	33,694	36,561	40,566
195,053	190,109	189,833	187,686	184,997	181,974	179,124
$ 292,339	$ 292,853	$ 295,553	$ 295,903	$ 295,198	$ 299,886	$ 297,287

FORT PIERCE UTILITIES AUTHORITY

Statement of Revenues, Expenses and Changes in Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

	FY 2023	FY 2022	FY 2021	FY 2020
OPERATING REVENUES				
Residential Sales	$ 54,143	$ 54,122	$ 44,551	$ 43,677
General Service Sales	70,898	70,128	56,187	53,670
Sales for Resale	2,099	1,945	2,186	2,204
Other Operating Revenues	2,973	2,426	1,991	1,745
Total Operating Revenues	130,113	128,621	104,915	101,296
OPERATING EXPENSES				
Purchases for Resale	55,872	62,593	43,369	41,925
Plant Operations	7,812	7,374	6,411	6,249
Field Operations	11,485	11,384	10,837	10,459
General and Administrative	27,808	26,411	17,755	19,242
Depreciation	14,565	14,731	14,263	13,384
Total Operating Expenses	117,542	122,493	92,635	91,259
OPERATING INCOME	12,571	6,128	12,280	10,037
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	5,873	2,383	2,483	2,810
Grant Revenue	4,018	1,907	97	159
Gain (Loss) on Disposal of Capital Assets	90	17	5	4
TCEC Expenses	(2,156)	(2,069)	(1,968)	(2,332)
Storm Expenses	(168)	(130)	(83)	(25)
Interest Expense	(6,638)	(3,579)	(2,585)	(2,825)
Distribution to City of Fort Pierce	(6,758)	(6,524)	(6,342)	(6,276)
Total Nonoperating Revenues (Expenses)	(5,739)	(7,995)	(8,393)	(8,485)
INCOME BEFORE CAPITAL CONTRIBUTIONS	6,832	(1,867)	3,887	1,552
Capital Contributions	8,575	6,244	6,111	3,392
INCOME BEFORE EXTRAORDINARY ITEMS	15,407	4,377	9,998	4,944
Extraordinary Income (Expense)	-	-	-	-
CHANGE IN NET POSITION	15,407	4,377	9,998	4,944
Net Position - Beginning of Year	209,428	205,051	195,053	190,109
Net Position - End of Year	$ 224,835	$ 209,428	$ 205,051	$ 195,053

FORT PIERCE UTILITIES AUTHORITY

Statement of Revenues, Expenses and Changes in Net Position

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
$ 42,205	$ 41,364	$ 42,237	$ 41,432	$ 39,558	$ 39,565
54,726	54,347	55,839	53,811	52,964	55,899
1,062	894	953	914	874	799
3,402	3,605	3,621	2,264	2,162	2,272
101,395	100,210	102,650	98,421	95,558	98,534
43,796	43,289	45,523	43,783	42,304	45,347
5,917	5,771	5,577	5,313	5,325	5,247
10,107	9,647	9,360	9,062	8,641	8,716
20,716	18,580	17,740	16,997	15,802	15,078
13,959	12,993	12,774	13,097	12,461	14,991
94,495	90,280	90,974	88,252	84,533	89,379
6,900	9,930	11,676	10,169	11,025	9,155
3,044	2,654	2,215	2,011	2,150	1,972
423	457	421	-	81	6
29	(122)	20	125	21	260
(2,285)	(1,828)	(1,794)	(1,699)	(1,809)	(1,668)
(264)	(19)	(297)	-	-	-
(3,044)	(3,077)	(3,325)	(3,445)	(3,594)	(3,582)
(6,125)	(6,139)	(5,969)	(5,809)	(5,735)	(5,605)
(8,222)	(8,074)	(8,729)	(8,817)	(8,886)	(8,617)
(1,322)	1,856	2,947	1,352	2,139	538
1,501	292	(256)	1,650	2,471	1,478
179	2,148	2,691	3,002	4,610	2,016
97	(1)	(2)	21	(10)	(427)
276	2,147	2,689	3,023	4,600	1,589
189,833	187,686	184,997	181,974	177,374	177,535
$ 190,109	$ 189,833	$ 187,686	$ 184,997	$ 181,974	$ 179,124


FPUA
COMMUNITY PROUD

Revenue Capacity


FPUA
COMMUNITY PROUD

FORT PIERCE UTILITIES AUTHORITY
Average Number of Services Billed By System
Last Ten Fiscal Years

FISCAL YEAR	ELECTRIC	WATER	NATURAL GAS	WASTEWATER	INTERNET SERVICES
FY 2023	29,233	22,334	4,089	16,497	99
FY 2022	29,017	21,857	4,098	16,125	60
FY 2021	28,870	21,470	4,110	15,820	60
FY 2020	28,749	21,124	4,117	15,585	61
FY 2019	28,527	20,725	4,111	15,316	70
FY 2018	28,265	20,356	4,099	15,107	70
FY 2017	28,287	20,221	4,128	15,084	71
FY 2016	28,299	20,079	4,166	15,069	76
FY 2015	28,221	19,929	4,189	15,038	77
FY 2014	28,096	19,756	4,223	14,987	78

FORT PIERCE UTILITIES AUTHORITY
Operating Revenues By System
Last Ten Fiscal Years
(Dollars in Thousands)

	FY 2023	FY 2022	FY 2021	FY 2020
ELECTRIC				
Residential				
Inside the City	$ 27,839	$ 30,305	$ 23,509	$ 23,378
Outside the City	6,865	7,416	5,763	5,719
General Service				
Inside the City	36,267	38,565	28,993	28,298
Outside the City	6,859	7,023	5,235	5,112
Other Retail	529	515	515	515
Other Operating Revenues	933	782	813	564
Total Electric Operating Revenues	79,292	84,606	64,828	63,586
WATER				
Residential				
Inside the City	7,223	6,041	5,654	5,346
Outside the City	2,811	2,355	2,217	2,098
General Service				
Inside the City	7,949	6,710	6,174	5,882
Outside the City	4,422	3,645	3,221	3,096
Sales for Resale	2,099	1,945	2,186	2,204
Other Operating Revenues	228	237	370	342
Total Water Operating Revenues	24,732	20,933	19,822	18,968
GAS				
Sales Revenue				
Residential	1,462	1,386	1,240	1,185
Heat Only	8	8	9	8
General Service	5,191	5,496	3,953	3,166
Other Operating Revenues	54	46	59	56
Total Gas Operating Revenues	6,715	6,936	5,261	4,415
WASTEWATER				
Residential				
Inside the City	7,058	5,888	5,484	5,290
Outside the City	878	725	678	656
General Service				
Inside the City	7,493	6,204	5,843	5,518
Outside the City	2,187	1,968	2,054	1,898
Other Operating Revenues	280	257	196	165
Total Wastewater Operating Revenues	17,896	15,042	14,255	13,527
MANATEE OBSERVATION AND EDUCATION CENTER				
Total MOEC Operating Revenues	502	503	366	429
FPUAnet COMMUNICATIONS				
Total FPUAnet Communications Operating Revenu	976	601	383	371
TOTAL OPERATING REVENUES	$ 130,113	$ 128,621	$ 104,915	$ 101,296

FORT PIERCE UTILITIES AUTHORITY
Operating Revenues By System
Last Ten Fiscal Years
(Dollars in Thousands)

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
$ 22,671	$ 22,387	$ 23,105	$ 22,718	$ 21,434	$ 21,724
5,589	5,527	5,641	5,600	5,255	5,282
29,025	29,487	30,038	29,077	28,423	30,507
5,307	5,312	5,171	5,039	4,958	5,235
515	508	1,711	1,680	1,750	1,979
1,025	1,065	1,022	1,042	1,024	1,074
64,132	64,286	66,688	65,156	62,844	65,801
5,067	4,877	4,876	4,710	4,546	4,351
1,965	1,837	1,790	1,680	1,597	1,494
5,970	5,793	5,868	5,498	5,305	5,169
2,880	2,515	2,638	2,625	2,381	2,519
1,061	894	953	914	874	799
691	431	689	110	101	156
17,634	16,347	16,814	15,537	14,804	14,488
1,203	1,212	1,196	1,192	1,240	1,293
8	9	9	11	12	13
3,610	3,429	3,367	3,106	3,511	3,813
67	61	73	69	85	82
4,888	4,711	4,645	4,378	4,848	5,201
5,104	4,929	4,963	4,874	4,826	4,763
601	587	582	572	574	570
5,518	5,640	5,688	5,547	5,280	5,305
1,726	1,507	1,433	1,314	1,428	1,446
898	1,298	928	141	126	180
13,847	13,961	13,594	12,448	12,234	12,264
429	435	444	410	390	350
465	470	465	492	438	430
$ 101,395	$ 100,210	$ 102,650	$ 98,421	$ 95,558	$ 98,534

FORT PIERCE UTILITIES AUTHORITY
Unit Sales By System
Last Ten Fiscal Years

	FY 2023	FY 2022	FY 2021	FY 2020
ELECTRIC SALES (MWh)				
General Service				
Inside the City	279,162	276,465	274,385	266,890
Outside the City	49,471	47,252	47,508	46,471
Total General Service	328,633	323,717	321,893	313,361
Residential				
Inside the City	206,847	205,916	206,495	204,535
Outside the City	48,831	48,345	48,539	47,986
Total Residential	255,678	254,261	255,034	252,521
Total Sales	584,311	577,978	576,927	565,882
WATER SALES - 1,000 GALLONS				
General Service				
Inside the City	1,015,859	989,442	973,438	936,306
Outside the City	639,157	609,314	569,684	556,032
Total General Service	1,655,016	1,598,756	1,543,122	1,492,338
Residential				
Inside the City	785,158	761,439	753,198	718,156
Outside the City	230,058	224,737	224,466	217,524
Total Residential	1,015,216	986,176	977,664	935,680
Sales for Resale	348,613	382,581	447,273	458,579
Total Sales	3,018,845	2,967,513	2,968,059	2,886,597
NATURAL GAS SALES (ccf)				
General Service	2,777,909	2,691,998	2,788,752	2,418,710
Residential	415,775	426,554	431,705	433,924
Heat Only				
General Service	13	-	185	171
Residential Service	245	309	611	563
Contract Natural Gas	1,516,746	1,888,947	1,717,644	1,711,290
Total Sales	4,710,688	5,007,808	4,938,897	4,564,658
WASTEWATER BILLED - 1,000 GALLONS				
General Service				
Inside the City	802,262	771,964	767,094	709,374
Outside the City	211,445	219,684	255,994	254,566
Total General Service	1,013,707	991,648	1,023,088	963,940
Residential				
Inside the City	677,776	653,438	645,001	614,653
Outside the City	56,545	55,197	53,386	53,105
Total Residential	734,321	708,635	698,387	667,758
Total Sales	1,748,028	1,700,283	1,721,475	1,631,698

FORT PIERCE UTILITIES AUTHORITY

Unit Sales By System

Last Ten Fiscal Years

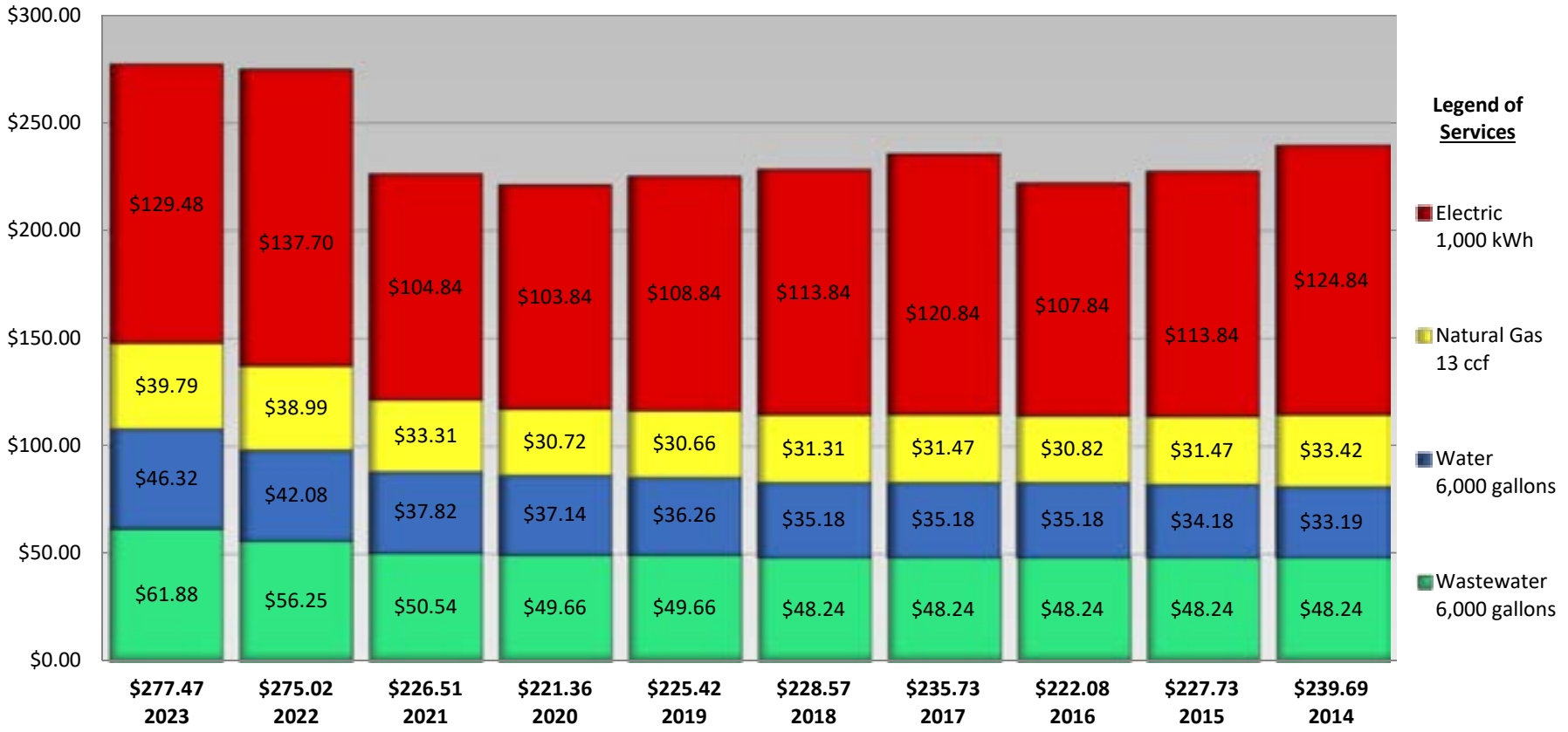
FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
274,339	268,973	273,618	272,166	267,525	265,950
47,597	44,915	43,915	44,243	43,850	42,305
321,936	313,888	317,533	316,409	311,375	308,255
199,503	188,706	190,973	193,198	184,261	172,628
47,204	44,725	44,912	45,883	43,522	40,445
246,707	233,431	235,885	239,081	227,783	213,073
568,643	547,319	553,418	555,490	539,158	521,328
977,228	953,524	961,850	907,134	896,997	891,635
519,213	448,681	478,576	485,639	442,529	498,887
1,496,441	1,402,205	1,440,426	1,392,773	1,339,526	1,390,522
687,026	678,972	694,146	665,354	664,402	644,116
207,312	195,718	195,685	181,754	179,748	169,702
894,338	874,690	889,831	847,108	844,150	813,818
343,496	314,748	335,494	327,819	320,144	302,486
2,734,275	2,591,643	2,665,751	2,567,700	2,503,820	2,506,826
2,538,305	2,224,479	2,114,141	2,024,641	2,091,516	2,006,259
430,370	440,858	427,855	436,048	453,139	450,403
8	738	104	181	128	173
580	278	494	857	1,605	1,215
1,688,760	1,635,710	1,624,410	1,593,130	1,642,320	1,670,980
4,658,023	4,302,063	4,167,004	4,054,857	4,188,708	4,129,030
730,146	725,643	740,121	712,513	687,268	682,611
218,172	182,984	170,391	158,987	177,356	178,122
948,318	908,627	910,512	871,500	864,624	860,733
586,400	577,746	592,358	567,945	568,243	552,000
49,668	47,981	49,491	46,633	49,849	47,286
636,068	625,727	641,849	614,578	618,092	599,286
1,584,386	1,534,354	1,552,361	1,486,078	1,482,716	1,460,019

FORT PIERCE UTILITIES AUTHORITY
Ten Year Rate Analysis
Residential Rates
(Month of September)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
ELECTRIC										
Customer Charge[1]	$ 6.60	$ 6.31	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01	$ 6.01
Rate Per kWh *(up to 750 kWh)*	0.11102	0.10965	0.10822	0.10822	0.10822	0.10822	0.10822	0.10822	0.10822	0.10822
PCA Per kWh[2]	0.00900	0.01900	(0.01200)	(0.01300)	(0.00800)	(0.00300)	0.00400	(0.00900)	(0.00300)	0.00800
GAS										
Customer Charge[1]	$ 15.48	$ 14.81	$ 13.94	$ 13.69	$ 13.37	$ 13.37	$ 13.14	$ 13.14	$ 13.14	$ 13.14
Rate Per CCF *(up to 100 CCF)*	1.63	1.58	1.52	1.50	1.48	1.48	1.46	1.46	1.46	1.46
PGA Per CCF[3]	0.24000	0.28000	(0.03000)	(0.19000)	(0.15000)	(0.10000)	(0.05000)	(0.10000)	(0.05000)	0.10000
WATER										
Customer Charge[1]	$ 18.24	$ 16.58	$ 14.90	$ 14.64	$ 14.30	$ 13.88	$ 13.88	$ 13.88	$ 13.48	$ 13.09
Rate Per 1,000 Gallons *(up to 10,000 gallons)*	4.68	4.25	3.82	3.75	3.66	3.55	3.55	3.55	3.45	3.35
WASTEWATER										
Customer Charge[1]	$ 19.64	$ 17.85	$ 16.04	$ 15.76	$ 15.76	$ 15.30	$ 15.30	$ 15.30	$ 15.30	$ 15.30
Rate Per 1,000 Gallons	7.04	6.40	5.75	5.65	5.65	5.49	5.49	5.49	5.49	5.49

(1) Customer Charge reflects the Readiness-to-Serve charge.
(2) PCA - Power Cost Adjustment.
(3) PGA - Purchased Gas Adjustment.

FORT PIERCE UTILITIES AUTHORITY
Average Monthly Residential Bill
Last Ten Years
(Month of September)



FORT PIERCE UTILITIES AUTHORITY
System Rate Changes
Last Ten Fiscal Years

System/ Reason	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Electric										
$1/Mwh Reduction in the Energy Rate										(0.90%)
$4/Mwh Reduction in the Energy Rate										
FPSC Annual Price Index	4.53%									
Rate Sufficiency		5.00%								
Water										
FPSC Annual Price Index	1.17%	1.17%	1.79%	2.36%						
WW Plant Relocation	5.00%	5.00%								
Rate Sufficiency	5.00%	5.00%			3.00%			3.00%	3.00%	3.70%
Wastewater										
FPSC Annual Price Index	1.17%	1.17%	1.79%							1.60%
WW Plant Relocation	5.00%	5.00%								
Rate Sufficiency	5.00%	5.00%			3.00%					
Natural Gas										
FPSC Annual Price Index	4.53%	1.17%	1.79%	2.36%		1.76%				1.60%
Rate Sufficiency		5.00%								

Note: No rate changes were implemented in FY 2017

Debt Capacity

FORT PIERCE UTILITIES AUTHORITY
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Dollars in Thousands)

	BUSINESS-TYPE ACTIVITIES											
	Revenue Bonds [1]					Direct Placement	Loan	Lease	Lease	Total		Debt
As of September 30	1999 Series	2002 Series	2009 Series	2012 Series	2022 Series	2016 Series	SL County	Capital Equip.	SBITAs	Outstanding Debt	Population	per Capita
2023	$ 8,425	$ -	$ -	$ -	$ 146,050	$ 7,504	$ -	$ 142	$ 209	$ 162,329	49,508	$ 3,279
2022	12,289	-	-	-	146,050	7,832	-	11	-	166,182	49,488	3,358
2021	15,923	-	29,640	-	-	8,153	-	51	-	53,767	48,038	1,119
2020	19,362	-	30,997	-	-	8,468	-	85	-	58,912	44,476	1,325
2019	22,601	-	32,304	-	-	8,776	-	114	-	63,795	43,653	1,461
2018	25,666	-	33,556	-	-	9,078	77	138	-	68,515	43,326	1,581
2017	28,555	-	34,763	-	-	9,373	124	11	-	72,826	43,409	1,678
2016	27,227	-	34,760	6,920	-	9,545	131	49	-	78,632	42,489	1,851
2015	25,954	9,378	34,757	13,751	-	-	137	80	-	84,057	42,119	1,996
2014	24,747	9,363	34,754	20,498	-	-	137	106	-	89,605	41,188	2,176

[1] Presented net of original issuance, discounts, and premiums

FORT PIERCE UTILITIES AUTHORITY

Computation of Debt Service Coverage

Last Ten Years

(Dollars in Thousands)

	FY 2023	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
OPERATING INCOME	$ 12,773	$ 6,182	$ 12,310	$ 10,071	$ 6,966	$ 9,960	$ 11,681	$ 10,218	$ 11,027	$ 9,236
ADD:										
Depreciation Expense	14,544	14,716	14,250	13,373	13,948	12,985	12,769	13,092	12,453	14,982
Investment & Other Income	3,717	314	516	767	795	835	438	388	356	484
Gain on Disposal of Assets	-	16	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	97	(1)	(2)	21	(10)	(427)
Net OPEB Expense	77	76	4	6	11	156	31	30	58	57
NET AVAILABLE INCOME	$ 31,111	$ 21,304	$ 27,080	$ 24,217	$ 21,817	$ 23,935	$ 24,917	$ 23,749	$ 23,884	$ 24,332
DEBT SERVICE - Bonds & Pooled Loans										
Principal	$ 5,575	$ 5,648	$ 6,076	$ 6,015	$ 5,953	$ 5,897	$ 5,840	$ 7,367	$ 7,086	$ 6,987
Interest	6,788	2,984	1,584	1,644	1,706	1,762	1,816	2,079	2,291	2,394
NET CASH DEBT SERVICE	$ 12,363	$ 8,632	$ 7,660	$ 7,659	$ 7,659	$ 7,659	$ 7,656	$ 9,446	$ 9,377	$ 9,381
DEBT SERVICE COVERAGE (TIMES)	2.52	2.47	3.54	3.16	2.85	3.12	3.25	2.51	2.55	2.59

NOTE: Amounts exclude the Treasure Coast Energy Center and Manatee Observation and Education Center


FPUA
COMMUNITY PROUD

Demographic and Economic Information

FORT PIERCE UTILITIES AUTHORITY
Demographic and Economic Information
Last Ten Years

Year	City of Fort Pierce Population[1]	St. Lucie County Population[1]	St. Lucie County Labor Force[2]	Total Unemployment[2]	Percentage Rate of Unemployment[2]	St. Lucie County School Enrollment[3]	St. Lucie County Per Capita Income[4]	St. Lucie County Personal Income[4]
2023	49,508*	368,628*	161,710	5,687	3.5	45,875	***	***
2022	49,488	348,742	156,228	4,060	2.6	44,207	52,363	18,782,752
2021	48,038	340,060	152,747	7,630	5.0	41,277	50,038	17,192,028
2020	44,476	322,265	144,957	9,066	6.3	42,627	43,970	14,825,941
2019	43,653	309,359	146,710	5,479	3.7	41,225	41,125	13,501,095
2018	43,326	302,432	140,686	5,626	4.0	42,124	39,374	12,644,172
2017	43,409	297,634	136,063	6,046	4.4	40,678	38,835	12,175,078
2016	42,489	292,826	135,719	7,322	5.4	39,390	36,196	11,094,354
2015	42,119	287,749	129,727	8,238	6.4	41,374	35,829	10,688,079
2014	41,188	282,821	129,004	10,198	7.9	41,158	34,129	9,932,383

Sources:

[1] University of Florida, Bureau of Economic & Business Research
[2] Florida Department of Labor & Employment Security
[3] St. Lucie County School Board
[4] U.S. Department of Commerce, Bureau of Economic Analysis
* Economic Development Council of St. Lucie County, Demographics
*** Data unavailable

FORT PIERCE UTILITIES AUTHORITY

St. Lucie County Principal Employers[1]

Current Year and Nine Years Ago

	2023 [1]			2014		
Employer	**Number of Employees**	**Rank**	**% of City Population**	**Number of Employees**	**Rank**	**% of City Population**
St. Lucie County School Board	5,253	1	10.61%	5,273	1	12.80%
Lawnwood Regional Medical Center	1,847	2	3.73%	1,339	2	3.25%
Cleveland Clinic Martin Health [2]	1,500	3	3.03%	-	-	-
Wal-Mart Distribution Center	1,273	4	2.57%	1,111	3	2.70%
St. Lucie County	791	5	1.60%	606	6	1.47%
Indian River State College	734	6	1.48%	625	5	1.52%
Pursuit Boats [2]	684	7	1.38%	-	-	-
Maverick Boat Co Inc [2]	580	8	1.17%	-	-	-
St. Lucie County Fire District	539	9	1.09%	434	7	1.05%
City of Fort Pierce	358	10	0.72%	350	9	0.85%
Convey Health Solutions	-	-	-	950	4	2.31%
New Horizons of the Treasure Coast	-	-	-	360	8	0.87%
Tropicana Products	170	18	0.34%	330	10	0.80%
TOTALS	**14,004**		**28.29%**	**11,378**		**27.62%**

Source:

Economic Development Council of St. Lucie County, St. Lucie County Profile 2022-2023

[1]Employment information is for St. Lucie County. Specific City only data is not available.

St. Lucie County, Florida - Economic Development Council (most recent data available)

[2] Information not available.


FPUA
COMMUNITY PROUD

Operating Information

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

	FY 2023	FY 2022	FY 2021	FY 2020
ELECTRIC				
Generation and Purchases for Resale	$ 52,692	$ 59,000	$ 41,320	$ 40,480
Transmission and Distribution	5,968	5,813	5,271	5,215
General and Administrative	11,654	11,221	7,619	8,262
Depreciation	4,511	4,599	4,523	4,335
Total Electric Operating Expenses	74,825	80,633	58,733	58,292
WATER				
Purchases for Resale	-	4	-	-
Plant Operations	4,927	4,722	4,177	4,032
Transmission and Distribution	1,980	2,213	2,111	2,008
General and Administrative	7,771	7,335	4,973	5,492
Depreciation	5,100	5,277	5,134	4,951
Total Water Operating Expenses	19,778	19,551	16,395	16,483
NATURAL GAS				
Purchases for Resale	3,124	3,513	1,971	1,365
Supply and Distribution	1,054	998	1,056	1,052
General and Administrative	1,814	1,644	1,180	1,297
Depreciation	451	482	432	389
Total Natural Gas Operating Expenses	6,443	6,637	4,639	4,103
WASTEWATER				
Plant Operations	2,494	2,351	1,962	1,933
Pumping and Collection	2,483	2,360	2,399	2,184
General and Administrative	5,214	5,148	3,366	3,645
Depreciation	4,146	4,100	4,043	3,628
Total Wastewater Operating Expenses	14,337	13,959	11,770	11,390
MANATEE OBSERVATION AND EDUCATION CENTER				
Plant Operations	392	301	272	285
General and Administrative	291	241	111	167
Depreciation	21	15	13	11
Total MOEC Operating Expenses	704	557	396	463
FPUAnet COMMUNICATIONS				
Purchases for Resale	56	77	78	79
General and Administrative	1,062	821	506	379
Depreciation	337	258	118	70
Total FPUAnet Communications Operating Expenses	1,455	1,156	702	528
TOTAL OPERATING EXPENSES	$ 117,542	$ 122,493	$ 92,635	$ 91,259

FORT PIERCE UTILITIES AUTHORITY

Expenses By System

Last Ten Fiscal Years

(Dollars in Thousands)

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
$ 41,924	$ 41,402	$ 43,689	$ 42,179	$ 40,343	$ 43,006
4,958	4,372	4,122	4,091	3,927	4,017
8,778	7,918	7,863	7,460	6,964	6,696
4,291	3,538	4,401	4,508	4,463	4,721
59,951	57,230	60,075	58,238	55,697	58,440
6	-	2	-	7	24
3,886	3,693	3,481	3,304	3,320	3,185
2,045	2,078	1,898	1,743	1,789	1,767
6,100	5,498	4,930	4,726	4,426	4,207
5,542	5,407	4,417	4,454	3,872	4,246
17,579	16,676	14,728	14,227	13,414	13,429
1,788	1,817	1,773	1,556	1,900	2,274
1,051	989	1,024	1,251	1,016	1,018
1,384	1,140	1,016	1,046	978	892
413	362	298	313	274	1,088
4,636	4,308	4,111	4,166	4,168	5,272
1,758	1,804	1,823	1,742	1,766	1,776
2,053	2,209	2,316	1,977	1,909	1,913
3,868	3,647	3,530	3,385	3,113	2,975
3,637	3,613	3,587	3,743	3,779	4,836
11,316	11,273	11,256	10,847	10,567	11,500
273	273	272	267	238	286
210	183	171	186	145	136
11	8	6	6	8	9
494	464	449	459	391	431
78	69	58	48	55	43
377	195	230	194	175	173
64	65	66	73	66	91
519	329	355	315	296	307
$ 94,495	$ 90,280	$ 90,974	$ 88,252	$ 84,533	$ 89,379

FORT PIERCE UTILITIES AUTHORITY

Electric Energy Sources, Water and Wastewater Statistics

Last Ten Fiscal Years

	FY 2023	FY 2022	FY 2021	FY 2020
ELECTRIC STATISTICS				
Sources of Energy (MWh)				
Total Energy Purchased	610,810	599,028	595,749	588,692
Gross Peak Demand (MW)	125	119	115	116
WATER STATISTICS				
Water Production - 1,000 Gallons				
Raw Water Treated	3,646,843	3,581,049	3,573,585	3,438,204
Water from Distribution System	38,484	69,369	58,849	62,869
Less Deep Well Concentrate	(324,830)	(298,281)	(267,880)	(210,750)
Water Used in Plant	(19,960)	(21,585)	(20,960)	(19,764)
Water from or (left-in) Storage	(1,875)	2,882	(435)	112
FINISHED WATER FROM PLANT	3,338,662	3,333,434	3,343,159	3,270,671
Purchased for Resale (Interconnects)	74	966	-	-
Water Pumped to City	3,338,736	3,334,400	3,343,159	3,270,671
Water Used in System	157,093	183,546	163,623	185,704
Water Sales	3,018,845	2,967,513	2,968,059	2,886,797
Losses and Unaccounted for Gallonage	162,798	183,341	211,477	198,170
% of Unaccounted	4.88%	5.50%	6.33%	6.06%
Average Daily Consumption	9,149	9,135	9,157	8,936
Highest Daily Consumption	12,070	10,512	10,838	10,691
Date	6/3/23	1/25/22	5/30/21	3/31/20
Peak Maximum Demand (MG)	16,370	24,722	19,298	13,522
Date	6/3/23	1/25/22	1/6/21	7/12/20
Rainfall (inches)	61.19	64.82	65.42	65.92
WATER RECLAMATION FACILITY				
(In Millions of Gallons per Day)				
Average Daily Flow	6.06	5.64	6.42	5.76
Peak Flow	10.21	11.92	18.96	11.48

FORT PIERCE UTILITIES AUTHORITY

Electric Energy Sources, Water and Wastewater Statistics

Last Ten Fiscal Years

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
578,051	572,717	569,684	583,207	559,061	544,751
113	112	112	112	107	106
3,153,294	3,361,321	3,142,178	3,015,157	2,911,231	2,880,512
84,384	81,215	75,158	34,250	2,034	14,718
(154,259)	(202,420)	(174,491)	(155,230)	(142,482)	(142,399)
(19,710)	(33,087)	(23,007)	(20,986)	(19,710)	(19,710)
(1)	(255)	(2,867)	890	(1,678)	(308)
3,063,708	3,206,774	3,016,971	2,874,081	2,749,395	2,732,813
2,813	-	1,105	130	2,021	10,100
3,066,521	3,206,774	3,018,076	2,874,211	2,751,416	2,742,913
280,623	267,414	237,965	195,953	169,338	193,590
2,734,275	2,591,643	2,665,751	2,567,700	2,503,820	2,506,826
51,623	347,717	114,360	110,558	78,258	42,497
1.68%	10.84%	3.79%	3.85%	2.84%	1.55%
8,394	8,793	8,269	7,853	7,535	7,489
9,756	11,196	9,992	9,477	9,285	9,258
5/30/19	2/26/18	3/30/17	3/8/16	2/18/15	5/19/14
12,910	20,863	13,668	15,634	13,355	14,329
6/24/19	8/3/18	9/28/17	3/28/16	5/27/15	5/5/14
49.27	51.61	58.03	69.65	40.08	56.11
4.99	5.96	5.33	6.40	3.79	4.00
7.72	14.21	13.30	13.83	8.75	12.25

FORT PIERCE UTILITIES AUTHORITY

Authorized Full-Time Positions By Department

Last Ten Fiscal Years

Department	9/30/2023	9/30/2022	9/30/2021	9/30/2020
01 Manatee Observation & Education Center	4	4 P	4 P	4 P
02 Treasure Coast Energy Center	11 D	11 D	15 D	15 D
10 Board	5	5	5	5
11 Director of Utilities	2	2	2	2
12 General Counsel	2	1	1	1
14 Regulatory Affairs	4	4	4	3
15 Human Resources	3	3 D	3 D	3 D
18 Safety	1	1	1 P	1 P
21 Finance	9	11 D	11 D	11
22 Materials Management	7	7	7 D	6 D
31 Director of Utility Support Services	1	3	2	2
32 Information Technology Services	16	17	17	17
35 Facilities	6	6	6	5
41 Public Affairs & Sustainability	4	1	1	1
43 Customer Service	23 D	29 D	28 D	26 D
44 Utility Operations	18 D	-	-	-
46 Geospatial Technology Services	5	4	-	-
51 Director of Electric & Gas Systems	2 D	1 D	1	1
54 Electric Transmission and Distribution	27 D	27 D	25 D	25
55 Electric Operations	11 D	24 D	24 D	24 D
56 Electric & Gas Engineering	9 P	10 P	13 P	13 P
61 Director of Water/Wastewater Systems	1	1	1	1
62 Water Resources	25 D	25 D	25 D	25 D
64 Water Distribution	28 D	28 D	28 D	27 D
66 Water/Wastewater Engineering	12 D,P	12 D,P	13 D,P	13 P
74 Gas Operations	15 D	15 D	15 D	15
82 Water Reclamation	16 D	16 D	16 D	16 D
84 Wastewater Collection	20 D	20	20 D	20
93 FPUAnet Communications	9	7	4	4
TOTAL	296	295	292	286

D - Includes D.R.O.P. Participant employees

P - Excludes part-time employees

Utility Operations was created FY 2023 from employees from Customer Service and Electric Operations

FORT PIERCE UTILITIES AUTHORITY

Authorized Full-Time Positions By Department

Last Ten Fiscal Years

9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
4 P	4 P	3 P	3 P	3 P	2 P
15 D	15 D	13	13	13 D	14 D
5	5	5	5	5	5
2	2	2	2	2	2
1	1	1	1	1	1
-	-	-	-	-	-
3 D	3	3	3	3	3
1 P	1 P	1 P	1 P	4 D	4 D
13	13	13	13	13	12
6 D,P	6 P	6 P	6 P	4 P	4 P
2	2	1	1	1	1
17	17 D	17 D	17 D	17 D	16 D
5	5	5	5 D	5 D	5
1	1	-	-	1	1
26 D	26 D	26 D	26 D	26 D	26 D,P
-	-	-	-	-	-
-	-	-	-	-	-
1	1	1	1	1	1 D
25	23	23 D	23 D	21 D	46 D
23 D	23 D	24 D	24 D	25 D	-
13 D,P	11 D	9 P	9	9	9 D
1	1	1	1	1 D	1 D
25 D	25 D	24 D	24 D	23 D	23 D
27 D	27 D	28 D	28 D	29 D	28 D
13 P	12	11 P	11	11 P	11 D
15	15 D	15 D	15 D	15 D	15 D
16 D	16 D	16 D	16 D	16 D	16 D
20	20 D	19 D	19 D	19 D	20 D
3	3	3 D	2 D	2 D	2 D
283	278	270	269	270	268

FORT PIERCE UTILITIES AUTHORITY
Performance Indicators
Last Ten Fiscal Years

	FY 2023	FY 2022	FY 2021	FY 2020
SAFETY				
Frequency Rate	0.80	1.25	0.40	2.04
DART/Severity Rate *	1.30	3.75	2.77	17.51
Workers' Compensation Experience Modification Factor	0.67	0.74	1.11	1.21
FINANCIAL				
Debt Service Ratio (12 months ended)	2.52	2.47	3.54	3.16
Operating Ratio	0.90	0.95	0.88	0.90
COMPONENT COSTS				
Water Treatment Plant				
$ / 1,000 gallons raw water	$2.27	$2.26	$1.97	$2.04
Water Reclamation Facility				
$ / 1,000 gallons effluent	$2.01	$2.05	$1.48	$1.64
Electric T&D				
$ / mile of T & D lines	$27,249.49	$27,554.71	$22,838.11	$23,249.60
$ / number of services	$34.74	$35.11	$28.71	$29.36
Water Distribution				
$ / 1,000 gallons billed	$1.88	$1.94	$1.76	$1.84
$ / number of services	$21.18	$21.91	$20.31	$20.92
Wastewater Collection				
$ / 1,000 gallons billed	$2.41	$2.39	$2.32	$2.25
$ / number of services	$21.32	$20.96	$21.01	$19.62
Natural Gas Distribution				
$ / 1,000 ccf billed	$0.46	$0.40	$0.37	$0.41
$ / number of services	$44.05	$40.35	$36.85	$37.75
Lift Stations				
$ / 1,000 gallons billed	$0.82	$0.78	$0.72	$0.75
$ / number of services	$7.22	$6.87	$6.48	$6.56
Industrial Pre-Treatment				
$ / Customers	$1,280.75	$1,362.33	$1,129.98	$1,142.53
FPUAnet Communications				
$ / Customers	$976.46	$1,264.89	$733.04	$491.19
Administration				
$ / number of services	$21.00	$16.17	$14.41	$14.53

* Calculations FY 2015 - current are based on DART rate; Previous years are based on Severity rate.

FORT PIERCE UTILITIES AUTHORITY

Performance Indicators

Last Ten Fiscal Years

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
3.10	3.77	5.30	4.11	5.30	4.10
0.00	213.84	170.84	89.00	79.00	80.00
1.28	0.97	0.97	0.97	0.79	0.87
2.85	3.12	3.25	2.51	2.55	2.59
0.91	0.92	0.89	0.90	0.88	0.91
$2.48	$2.21	$1.99	$2.02	$1.88	$1.94
$1.98	$1.60	$1.78	$1.46	$2.46	$2.70
$24,073.82	$20,530.49	$21,860.34	$21,636.69	$20,112.83	$20,633.15
$30.39	$25.93	$27.56	$27.27	$26.13	$27.11
$1.97	$2.11	$1.92	$1.88	$1.88	$1.89
$21.68	$22.36	$21.05	$20.01	$19.69	$20.04
$2.30	$2.47	$2.60	$2.39	$2.36	$2.68
$19.81	$20.90	$22.31	$19.61	$19.41	$21.77
$0.43	$0.43	$0.41	$0.49	$0.40	$0.59
$40.36	$37.41	$34.36	$39.54	$33.16	$47.71
$0.68	$0.72	$0.66	$0.75	$0.71	$0.79
$5.89	$6.12	$5.62	$6.14	$5.80	$6.38
$888.13	$916.33	$919.02	$927.50	$985.46	$903.78
$540.93	$423.99	$414.79	$345.35	$348.35	$328.03
$14.60	$14.48	$14.96	$14.51	$14.59	$14.60

FORT PIERCE UTILITIES AUTHORITY

Performance Indicators

Last Ten Fiscal Years

	FY 2023	FY 2022	FY 2021	FY 2020
HUMAN RESOURCES				
Overtime Ratio	0.075	0.056	0.067	0.052
Sick Leave Ratio	0.058	0.041	0.039	0.032
Overtime vs. Annual Overtime Budget	120.98%	97.53%	122.33%	120.04%
Training Hours vs. Regular Hours Worked	1.95%	1.97%	2.73%	1.91%
Training Dollars vs. Budgeted Salary Dollars	1.69%	2.75%	2.40%	2.51%
Annual Turnover Rate	12.24%	17.69%	12.66%	7.00%
CUSTOMER SERVICE				
Number of connections	10,207	9,606	9,365	10,163
Number of disconnections	11,476	11,464	11,671	11,363
Number of accounts to collection agency	1,321	1,007	1,139	1,110
Amount of accounts written off				
Electric	$238,955	$92,296	$256,722	$122,572
Water	$43,491	$16,550	$46,031	$21,981
Natural Gas	$3,475	$1,204	$3,354	$1,602
Wastewater	$38,773	$14,854	$41,317	$19,729
Customer Charges	$14,408	$5,680	$66,201	$57,542
Communications	$365	$119	$331	$155
Number of service orders				
Started	44,407	41,784	54,697	38,516
Completed	44,411	42,871	48,293	37,777

FORT PIERCE UTILITIES AUTHORITY

Performance Indicators

Last Ten Fiscal Years

FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
0.053	0.058	0.073	0.050	0.046	0.046
0.030	0.043	0.037	0.038	0.038	0.034
120.09%	132.07%	176.47%	114.22%	120.48%	114.96%
3.56%	2.11%	2.10%	2.87%	2.93%	2.53%
3.59%	3.12%	1.51%	2.00%	1.92%	1.69%
9.00%	9.00%	10.64%	12.40%	8.60%	12.08%
10,237	12,231	13,534	14,109	15,663	16,238
12,314	12,818	12,795	13,316	14,800	15,338
1,269	1,498	1,353	1,622	1,890	1,852
$28,984	$112,847	$184,794	$200,966	$99,489	$256,860
$5,189	$20,226	$33,140	$36,032	$17,826	$46,081
$364	$1,461	$2,415	$2,639	$1,366	$3,302
$4,658	$18,156	$29,744	$32,324	$16,050	$41,325
$1,790	$6,952	$11,371	$12,371	$6,141	$15,770
$50	$157	$232	$257	$42	$371
42,120	40,193	41,243	45,028	44,505	49,837
41,846	40,524	41,014	44,937	44,389	49,740

FORT PIERCE UTILITIES AUTHORITY
Capital Asset Statistics by Utility System
Last Ten Fiscal Years

	As of September 30									
	2023	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
ELECTRIC										
Miles of transmission and distribution lines	423	441	435	432	432	428	428	428	440	443
WATER										
Miles of water mains	411	403	400	396	393	390	385	385	385	385
Number of hydrants	1,787	1,728	1,715	1,702	1,689	1,661	1,645	1,642	1,629	1,622
Number of surficial wells	37	37	36	36	36	36	36	36	36	36
Number of floridan wells	11	11	11	11	11	11	11	11	11	11
NATURAL GAS										
Miles of main lines	194	178	175	171	171	171	171	170	167	168
Miles of service lines	83	83	82	81	81	81	81	80	80	80
WASTEWATER										
Miles of force mains	105	101	100	100	97	97	97	97	97	97
Miles of gravity sewer lines	180	179	177	175	174	172	172	172	172	172
Number of lift stations	121	121	121	119	118	118	117	117	117	116
FPUAnet										
Miles of Fiber Line	112	110	110	*	*	*	*	*	*	*

* Data not available

FORT PIERCE UTILITIES AUTHORITY
Ten Largest Customers
Fiscal Year 2023

Ranking	Customer Name	Utility Service	Unit Sales	Revenues	Total
1	**St. Lucie County Board of County Commissioners**	Electric (kWh)	13,725,451	$2,032,433	
		Water (kgal.)	422,799	2,640,974	
		Wastewater	137,970	1,302,691	
		Natural Gas (ccf)	44,492	75,807	
		Internet		139,062	$6,190,967
2	**St. Lucie County School Board**	Electric (kWh)	21,277,330	$3,185,158	
		Water (kgal.)	33,077	302,924	
		Wastewater	29,438	314,255	
		Natural Gas (ccf)	32,423	77,872	$3,880,208
3	**Lawnwood Regional Medical Center**	Electric (kWh)	24,162,314	$2,610,794	
		Water (kgal.)	26,737	153,836	
		Wastewater	23,974	190,747	
		Natural Gas (ccf)	400,708	485,525	
		Internet		12,638	$3,453,540
4	**Fort Pierce Utilities Authority**	Electric (kWh)	18,988,385	$2,594,479	
		Water (kgal.)	5,506	60,852	
		Wastewater	2,689	43,165	
		Natural Gas (ccf)	31,791	45,353	
		Internet		494,078	$3,237,928
5	**Indian River State College**	Electric (kWh)	17,107,469	$2,432,267	
		Water (kgal.)	23,814	197,738	
		Wastewater	18,957	200,744	
		Natural Gas (ccf)	65,598	101,897	
		Internet		11,872	$2,944,517
6	**City of Fort Pierce**	Electric (kWh)	10,718,243	$1,600,741	
		Water (kgal.)	46,270	554,804	
		Wastewater	8,749	115,133	
		Natural Gas (ccf)	2,274	10,287	
		Internet		26,716	$2,307,680
7	**Orchid Island Juice Company**	Electric (kWh)	8,367,940	$1,175,181	
		Water (kgal.)	28,766	144,875	
		Wastewater	27,662	200,408	
		Natural Gas (ccf)	254,533	300,597	$1,821,060
8	**Florida Power & Light Company**	Electric (kWh)	4,320	$1,960	
		Water (kgal.)	299,009	1,616,333	
		Wastewater	105	4,994	$1,623,288
9	**Florida Atlantic University**	Electric (kWh)	10,925,781	$1,486,582	$1,486,582
10	**Fort Pierce Housing Authority**	Electric (kWh)	3,590,544	$548,241	
		Water (kgal.)	32,092	287,599	
		Wastewater	32,996	352,153	
		Natural Gas (ccf)	23,839	77,403	$1,265,396

TOTAL REVENUES BY UTILITY	Electric	$17,667,835
	Water	5,959,935
	Wastewater	2,724,289
	Natural Gas	1,174,740
	Internet	684,366
TOTAL COMBINED REVENUES		$28,211,164


FPUA
COMMUNITY PROUD

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Fort Pierce Utilities Authority ("FPUA"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise FPUA's basic financial statements and have issued our report thereon dated March 9, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered FPUA's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing out opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control. Accordingly, we do not express an opinion on the effectiveness of FPUA's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

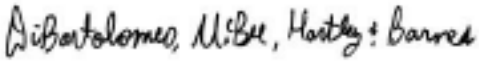
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether FPUA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
March 9, 2024

FORT PIERCE UTILITIES AUTHORITY
Schedule of Expenditures of Federal Awards and State and Local Financial Assistance
For the year ending September 20, 2023

Federal/State Grantor/ Federal Program/State Project	Passthrough Entity	CFDA/CSFA Number	Contract/ Grant No.	Expenditures
FEDERAL PROJECTS:				
Federal Emergency Management Agency (FEMA)				
Hurricane Nicole Emergency Protective Measures	State of Florida	CFDA 97.036	DR4680	$ 94,237
Department of Economic Opportunity (DEO)				
Sewer Lining Central District (Community Development Block Grant funds)*	State of Florida	CFDA 14.228	IR039	1,456,052
Environmental Protection Agency (EPA)				
MOEC Seagrass Restoration Project at Fort Pierce Yacht Club through Sea & Shoreline Inc	Indian River Lagoon Council	CFDA 66.456	GL01-2211	39,875
Department of Environmental Protection (DEP)				
Ft. Pierce Low Income Sewer Conversion	State of Florida	CFDA 66.460	NS075	124,071
Total Expenditures of Federal Awards				**$ 1,714,235**
STATE PROJECTS:				
Department of Economic Opportunity (DEO)				
DiGiorgio Road Grant; Florida Job Growth Infrastructure Grant Agreement: Industrial Sewer Connection and Septic Tank Closure*	City of Fort Pierce	CSFA 40.043	G0057	$ 1,648,788
Florida Department of Environmental Protection (FDEP)				
FPUA Low Income Sewer Infrastructure Reconstruction		CSFA 37.039	LPA0236	574,963
FPUA relocating Wastewater Treatment Plant		CSFA 37.039	LPA0525	216,187
State of Florida, Department of State				
MOEC Program Support Grant: Salary support for Educator and Volunteer Coordinator		CSFA 45.061	23.c.ps.170.720	69,400
Total Expenditures of State and Local Financial Assistance				**$ 2,509,337**
			Total Expenditures of Federal and Non-federal Awards	**$ 4,223,572**

*Denotes a major project

FORT PIERCE UTILITIES AUTHORITY
Notes to Schedule of Expenditures of Federal Awards and State and Local Financial Assistance
September 30, 2023
(Dollars in Thousands)

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state and local financial assistance (the Schedule) includes the federal, state & local grant activity of the FPUA under programs of the federal, state, and local government for the year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Because the Schedule presents only a selected portion of the operations of the FPUA, it is not intended to and does not present the financial position, changes in net position or cash flows of the FPUA.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Therefore, amounts reported on the Schedule are based on expenditures incurred as of September 30, 2023, even if a grant was received subsequent to that date. Pass-through entity identifying numbers are presented where available.

NOTE 3 – SUB-RECIPIENTS

During the year ended September 30, 2023, the FPUA had no sub-recipients.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AWARD PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

To the Board Members
Fort Pierce Utilities Authority
Fort Pierce, Florida

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited FPUA's compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the Florida Department of Financial Services *State Projects Compliance Supplement* that could have a direct and material effect on each of FPUA's major federal awards and major state projects for the year ended September 30, 2023. FPUA's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, FPUA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards (Uniform Guidance)*, and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of FPUA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state project. Our audit does not provide a legal determination of FPUA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to FPUA's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on FPUA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about FPUA's compliance with the requirements of each major federal program and state project, as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform guidance and Chapter 10.550, *Rules of the Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding FPUA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of FPUA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the audit requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of FPUA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance which are required to be reported in accordance with the types of compliance requirements referred to above.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida
March 9, 2024

FORT PIERCE UTILITIES AUTHORITY
Schedule of Findings and Questioned Costs - Federal Awards and State Projects
Year ended September 30, 2023

SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:			Unmodified
Internal control over financial reporting:			
• Material weakness(es) identified?	____ Yes	No	x
• Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes	No	x
Noncompliance material to financial statements noted?	____ Yes	No	x

Federal Programs and State Projects

Type of auditor's report issued on compliance for major projects:			Unmodified
Internal control over major projects:			
• Material weakness(es) identified?	____ Yes	No	x
• Significant deficiencies identified that are not considered to be material weaknesses?	____ Yes	No	x
Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(a) or state projects as defined by Rule 10.557	____ Yes	No	x

Identification of Major Projects:

Federal Programs:

CFDA Number (s):	Name of Federal Program or Cluster:	Year
14.228	Community Development Block Grants	2022-2023

State Projects:

CSFA Number (s):	Name of State Program or Cluster:	Year
40.043	Economic Development Tax Refund, Tax Credit, and Grant Program	2022-2023

Dollar threshold used to distinguish between type A and type B projects:		$	750,000
Auditee qualified as low-risk auditee?	x Yes	No	____

SECTION II - FINANCIAL STATEMENT FINDINGS

There are no findings relating to the financial statements which are required to be reported in accordance with *Government Auditing Standards.*

SECTION III - STATE FINANCIAL ASSISTANCE FINDINGS AND QUESTIONED COSTS

There are no findings and questioned costs for State Awards are required to be reported in accordance with Chapter 10.550.

SECTION IV - STATE FINANCIAL ASSISTANCE SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

There were no audit findings for the year ended September 30, 2022.


FPUA
COMMUNITY PROUD

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: FPUA FY2023 ACFR ACCEPTANCE

CAO RLS FILE: RLS 24-112

DATE: MARCH 21, 2024

I have reviewed the above Request for Legal Services (RLS). Please correct Section 1 to read "FPUA ACFR". The Resolution is then approved as to form and correctness.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 04/15/2024

Re: City of Fort Pierce Fiscal Year 2023 Audit Presentation

Submitted For: Karen Logue, Chief Accountant, Finance Department

SUBJECT:

Resolution 24-R22 accepting City Audit on all funds for the fiscal year ended September 30, 2023, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

SUMMARY:

The audit report presented includes the financial statements for all Governmental, Proprietary and Fiduciary Funds for the period ending September 30, 2023. Also included are Notes to the Financials and the Auditor's Reports on the statements.

RECOMMENDATION:

Accept the 2023 Audit Report

ALTERNATIVES:

Accept with recommendations

RESPONSIBLE STAFF:

Finance Department Staff

COORDINATED WITH:

Finance Department and DiBartolomeo, McBee, Hartley & Barnes, P.A

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

OTHER INFORMATION:

This is an audit of all accounts. The presentation of the annual audit has no direct monetary fiscal impact. Audit services to produce the report have been budgeted.

Attachments

ACFR 2023

RLS audit

Resolution 24R22

RLS Approval

Form Review

Inbox	Reviewed By	Date

Finance Department	Karen Logue	04/09/2024 12:18 PM
Finance Department	Johnna Morris	04/09/2024 02:26 PM
City Manager	Nick Mimms	04/09/2024 03:00 PM

Form Started By: Karen Logue Started On: 03/26/2024 06:31 PM

Final Approval Date: 04/09/2024

THE SUNRISE CITY

FORT PIERCE

Florida



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR

FISCAL YEAR ENDED SEPTEMBER 30, 2023

FORT PIERCE, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT of the CITY OF FORT PIERCE, FLORIDA

For Fiscal Year Ended September 30, 2023

Prepared by:

Johnna S. Morris
Director of Finance

City of Fort Pierce Finance Department

Fort Pierce City Hall



Mission Statement

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and in their work."

I. *INTRODUCTORY SECTION*

- Table of Contents
- City Commission
- City Officials and Department Heads
- Finance Director's Letter of Transmittal
- Organizational Chart
- Certificate of Achievement for Excellence in Financial Reporting


FORT PIERCE, FL
THE SUNRISE CITY

TABLE OF CONTENTS **Page**

INTRODUCTORY SECTION

Table of Contents 5
City Commission 10
City Officials and Department Heads 12
Finance Director's Letter of Transmittal 13
Organizational Chart 18
Certificate of Achievement for Excellence in Financial Reporting 19

FINANCIAL SECTION

Independent Auditors' Report 23
Management's Discussion and Analysis 27

Basic Financial Statements:

Government-wide Financial Statements:
Statement of Net Position 42
Statement of Activities 44
Fund Financial Statements:
Balance Sheet-Government Funds 48
Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities 50
Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds 52
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities 54
Statement of General Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual 55
Statement of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Community Redevelopment Agency 56
Statement of Fund Net Position – Proprietary Funds 58
Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds 62
Statement of Cash Flows – Proprietary Funds 64
Statement of Fiduciary Funds Net Position 70

TABLE OF CONTENTS **Page**

Statement of Changes in Fiduciary Net Position 71
Notes to the Financial Statements 74

Required Supplementary Information

GASB Statement 75:

Other Post-Employment Benefits (OPEB) -
Schedule of Changes in City's Net OPEB Liability and Related Ratios.....142

GASB Statement 67:

General Employees' Retirement and Benefit System-
Schedules of Changes in City's Net Pension Liability and Related Ratios.....144
Schedule of Employer's Net Pension Liability.....146

Schedule of Contributions.....149

Schedule of Investment Returns Multiyear.....151

Municipal Police Officers' Retirement Trust Fund-
Schedule of Changes in City's Net Position Liability and Related Ratios 152

Schedule of Contributions.....154

Schedule of Investment Returns Multiyear.....155

Combining and Individual Fund Financial Statements and Schedules:
General Fund Description 159
Schedule of General Fund Revenues and Other Financing Sources Budget
(GAAP Basis) and Actual.....160
Schedule of General Fund Expenditures and Other Financing Uses
Budget (GAAP Basis) and Actual 161
Non-major Governmental Funds Description 164
Combining Balance Sheet – Non-major Governmental Funds 168
Combining Statement of Revenues, Expenditures, and Changes in
Fund Balances – Non-major Governmental Funds 169
Combining Balance Sheet – Non-major Special Revenue Funds 170

TABLE OF CONTENTS **Page**

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Special Revenue Funds 174
Schedule of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Police Grant Fund 178
Schedule of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - State Housing Initiatives Fund 179
Schedule of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Community Development Block Grant Fund 180
Schedule of Special Revenue Fund Revenues, Expenditures and Changes in Fund Balance, Budget (GAAP Basis) and Actual - Hurricane Housing Recovery Grant Fund 181
Combining Balance Sheet – Non-major Debt Service Funds 182
Combining Statement of Revenues, Expenditures and Changes in Fund Balances Non-major Debt Funds.... 184

STATISTICAL SECTION (UNAUDITED)

A1 – Statistical Tables 188

Financial Trends Information:

B1 – Net Position by Component Last Ten Fiscal Years 190
B2 – Changes in Net Position Last Ten Fiscal Years 192
B2 – General Revenues and Other Changes in Net Position 194
B3 – Fund Balances, Government Funds Last Ten Fiscal Years 196
B4 – Changes in Fund Balances, Governmental Funds Last Ten Fiscal Years 198
B5 – Changes in Net Position Last Ten Fiscal Years 200

Revenue Capacity Information:

C1 – Assessed Value and Actual Value of Taxable Property Last Ten Fiscal Years 202
C2 – Direct and Overlapping Property Tax Rates Last Ten Fiscal Years 204

TABLE OF CONTENTS **Page**

C3 – Property Tax Levies and Collections
Last Ten Fiscal Years 206
C4 – Principal Revenue Payers - Property Tax
Current Year and Nine Years Ago 208
C5 – State Shared Revenue Funds
Current Year and Nine Years Ago 210
C6 – Fort Pierce Redevelopment Agency Districts Taxable Values
Current Year and Nine Years Ago 212

Debt Capacity Information:

D1 – Legal Debt Margin Information and
Direct and Overlapping Governmental Activities Debt 214
D2 – Ratio of Outstanding Debt by Type
Last Ten Fiscal Years 216
D3 – Pledged - Revenue Coverage
Last Ten Fiscal Years 218

Demographic and Economic Information:

E1 – Demographic and Economic Statistics
Last Ten Calendar Years 220
E2 – Principal Employers
Current Year 221

Operating Information:

F1 – Full-Time Equivalent City Government/Employees by Function/Program
Last Ten Fiscal Years 222
F2 – Operating Indicators by Function/Program
Last Ten Fiscal Years 224
F3 – Capital Asset Statistics by Function/Program
Last Ten Fiscal Years 226

AUDITORS' REPORTS SECTION

Report of Independent Certified Public Accountants on:

Internal Control over Financial Reporting and on Compliance and other
Matters Based on an Audit of Financial Statements Performed in
Accordance with Government Auditing Standards 230

TABLE OF CONTENTS **Page**

Schedule of Expenditures of Federal Awards and State Financial Assistance 232

Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance 233

Compliance with Requirements Applicable to Each Major Federal Awards Program, State Financial Assistance Project and Internal Control over Compliance in Accordance with Uniform Guidance and Chapter 10.550. Rules of the Auditor General..... 234

Schedule of Findings and Questioned Costs - Federal Awards and State Projects 237

Section 218.415 Compliance 238

Management Letter 249

Affidavit 243

CITY COMMISSION



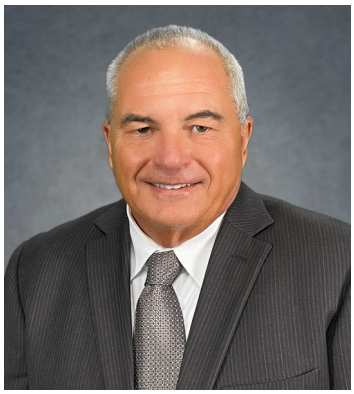
Linda Hudson, Mayor



Arnold S. Gaines



Jeremiah Johnson



Michael Broderick



Curtis Johnson, Jr.


FORT PIERCE, FL
THE SUNRISE CITY

CITY OFFICIALS



Nicholas Mimms, City Manager

Sara Hedges
City Attorney

Linda Cox
City Clerk

Johnna S. Morris*, Director of Finance*
Diane Hobley-Burney, *Chief of Police*
John R. Andrews, *City Engineer*
DeVoshay Johnson, Director, *Administrative Services*
Paul Thomas *Building Official*
Kevin Freeman*, Director, Planning Department*
Robert Reals, *Director, Public Works/Solid Waste*
Dean Kubitschek, *Director, Marina*
Peggy Arraiz, *Director, Community Response*
Daniel Visconti, *Director, Golf Course*
Sharon Engle, *Director, Sunrise Theatre*

March 31, 2024

Honorable Mayor, Members of the
City Commission and Citizens
of the City of Fort Pierce, Florida

Dear Mayor, Commissioners, and Citizens:

It is our pleasure to submit this *Annual Comprehensive Financial Report* for the City of Fort Pierce, Florida for the fiscal year ended September 30, 2023. The report fulfills the requirements set forth in the *City Code of Ordinances*, *Florida Statutes*, Chapter 166.241; and the *Rules of the Florida Auditor General*, Chapter 10.550. The organization, form, and contents of this report, plus the accompanying financial statements and statistical tables, are formulated in accordance with the principles prescribed by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, the State of Florida, the city Code of Ordinances, and the Government Finance Officers Association.

This report consists of management's representations concerning the finances of the City of Fort Pierce. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Florida Statutes and the *City Code of Ordinances* require that an annual financial audit be performed by independent certified public accountants. This year the audit was performed by DiBartolomeo, McBee, Hartley & Barnes. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements,

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.489.2594

but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The Reporting Entity and Its Services

The City of Fort Pierce, Florida was incorporated in 1901 and covers an area of approximately 35.89 square miles. The City operates under an elected City Commission (5 members) and provides a full range of municipal services including general government, public safety, public improvements, planning and zoning, and related general and administrative services to over 49,508 residents. In addition, the City operates a solid waste enterprise activity, a marina, a golf course, a theatre, a building department, a stormwater utility fund and starting October 2022 an animal center. This report includes two component units and one related organization.

Component Units. The financial data of the City's two component units, the Fort Pierce Utilities Authority (FPUA), a proprietary fund, is discreetly presented, and the Community Redevelopment Agency (CRA), a governmental fund, is blended in the Combined Financial Statement. The FPUA is reported in a separate column to emphasize that it is legally separate from the City.

The FPUA provides electric, water, wastewater, natural gas and fiber internet services to residents and businesses of Fort Pierce. The CRA was established for the purpose of carrying out redevelopment activities for areas existing in the City that are defined as slum or blighted. The members of the FPUA governing board are appointed or removed from office by the Fort Pierce City Commission. The members of the governing board of the CRA are the Fort Pierce City Commissioners. The CRA's budget and the FPUA's budget and rates for service are subject to the approval of the City Commission. The CRA issues separate stand-alone financial statements which can be obtained from the CRA at 100 North US 1, P.O. Box 1480, Fort Pierce, Florida 34954. Complete financial statements of the FPUA can be obtained from its administrative office located at 206 South Sixth Street, Fort Pierce, Florida 34948.

Fort Pierce Retirement and Benefit System and the Municipal Police Officers' Retirement Trust Fund. The accounts of these two retirement plans are included in the annual comprehensive financial report as the General Employees' Retirement and Benefits System, and the Municipal Police Officers' Retirement Trust Fund. Both pension trust funds are governed by a separate Board of Trustees subject to the requirements of local ordinances and by applicable provisions of Florida Law which require participation in the respective governing authorities by certain key City officials. Additional criteria include the scope of public service provided by organizations which exist for the benefit of the employees of the City of Fort Pierce.

Related Organizations. The Mayor of Fort Pierce is responsible for appointing the members of the Board of the Fort Pierce Housing Authority (FPHA), but the City's accountability for this organization does not extend beyond making these appointments. The FPHA's operating and capital expenditures, including debt service, are funded entirely from federal grants and rentals. The City has no involvement in the determination of FPHA's budget or rental rates and has no obligation for FPHA's outstanding debt.

Economic Condition and Outlook

The City of Fort Pierce, Florida is located on the southeastern coast of the state in an area categorized as the Fort Pierce Metropolitan Statistical Area.

The major factors in the economy of Fort Pierce and surrounding St. Lucie County are agri-business, construction, retail and wholesale trade, light manufacturing, light industrial, tourism, and sport and commercial fishing.

The sustained increase in the real estate market and the construction industry has had a positive impact on the local economy. The unemployment rate has been impacted along with the revenues generated by the businesses associated with the real estate and construction activities, continual, steady increases in these areas are still being experienced. The tourism industry continues to strive resulting in a positive impact on the local economy, also.

For years, the local economy has counted on construction as the number one industry in the county. The downturn of the housing market, experienced in the prior years, had a significant impact on the percentage of unemployment. The current unemployment rate of 4.7% is slightly up from 4.3% last year. The maintenance of the lower unemployment rate relates to growth of the construction industry, both commercial and residential and the addition of business to support the growing population.

Local business and community leaders continue to recruit new light industrial activity to the area. This increase in light industry activity has assisted in improving the unemployment rate and the overall economy, which City leaders hope will continue. City leaders continue to encourage the addition and expansion of restaurants and service facilities to meet the needs of the increased population.

Significant progress has been made on expanding the capabilities of both the St. Lucie County Airport and the Port of Fort Pierce, and ecotourism activities. This progress has brought new industrial growth to the area and will act as catalysts in promoting future business and industrial growth.

The City continues its pursuit of an aggressive annexation program which in the past has increased the tax base, and also provided additional customers for the City's owned and operated utility systems. The City has annexed mostly agricultural land which was massive in area but provided very little tax base. All the enhanced activity resultant of the area's growth, while having a positive impact, also presents challenges for the future. The City will need to maintain the high level of service standards that are in effect through effective utilization of both natural and financial resources. A comprehensive plan has been developed to establish goals, objectives, and policies for growth management.

Major Initiatives

The City continues to focus on economic growth, citywide revitalization and development efforts while maintaining the authentic charm and diverse beauty of the community. During FY 2023, using restricted funding, the community rebuild of the playground at Jaycee Park was complete. This project involved volunteers from the community working along with city staff and vendors to completely remove and replace all playground equipment from this waterfront playground, making it the first fully-accessible playground in the City. Work has begun on the installation of floating docks at Jaycee Park using restricted funding. The City, through grant programs, continues assisting with rental payments for those citizens who are financially challenged. The HD King power plant clean-up and development project began in fiscal year 2012, with the environmental cleanup of the H.D. King power plant downtown. Using a $1,700,000 brownfield grant the old plant was demolished and the property was cleaned-up. Environmental clean-up was complete in fiscal year 2017. In fiscal year 2019, the city contracted with a land developer to develop this site. Development plans include a hotel, retail space, and residential housing. Due to the pandemic, in fiscal year 2020, development of the site had been on hold. Now the project is moving forward, the infrastructure permits for phase 1 of the multiyear project to develop the former site of the HD King power plant downtown have been received; estimated completion date for phase 1 construction is 2026. Using grant funds, work continues on the expansion of the multipurpose SUN trail. This multi-year, multi-phase project will conclude with a multipurpose trail that extends from Georgia Ave to A1A Causeway, connecting to the East Coast Greenway This trail is a component of the East Coast Greenway initiative to create a connection along Florida's Atlantic Coast from the Georgia border to the Florid Keys. Using restricted funding the City completed work on the Georgia Ave drainage basin, these improvements assist in increasing the

water quality. During FY 2023, using restricted revenue and stormwater funds, road improvements on North 8th street were complete; these improvements included ADA compliant crossing, sidewalks, and additional stormwater structures. The City recognizes the need for affordable and additional housing. The City completed the infrastructure of Oaks at Moore Creek Phase II. Future development plans for this area include development and construction of affordable housing. The City's Engineering Department using operating and restricted funds continues to manage road improvements and stormwater projects throughout the City; current projects include Avenue B reconstruction, Ohio Ave from US 1 to 11th St, and Wendell Road from 8th to 10th. The City has begun the initial planning and design for the historic downtown waterfront corridor improvements. Using the awarded African-American Cultural and Historical Program grant, the City is currently transforming the Jackie Canon building on Ave D into the Florida Highwaymen Museum.

As a result of maintaining the millage rate, the 2023 budget included funding for capital equipment. During FY 2023 using budgeted funds and restricted funds from the American Rescue Plan, the City was able to continue updating its technology systems and security equipment. The update includes continued implementation of an enterprise resource planning system. City's long-term debt at 9/30/2023 was $61,356,839.

2023-2024 Budget Issues

The City of Fort Pierce budget for fiscal 2024 increased from fiscal 2023. The budget for 2024 is $58,887,439 and 2023 was $52,412,646, an increase of $6,474,793. The increase is attributable to the approximately $3,768,000 increase in ad valorem revenue, approximately $200,000 increase in other taxes, approximately $167,000 in other licenses and permits, approximately $1,425,000 increase in intergovernmental revenues, approximately $5,000 in charges for service, and approximately $909,000 increase in fines and forfeitures, miscellaneous revenue, transfers, and contributions.

The City's taxable valuation is $3,851,465,048 compared to last year's final valuation of $3,366,020,027. This represents an increase of approximately 14.42% or $485,445,021 in taxable value. The City Commission elected to maintain the millage rate at 6.9000. The continued increase in property values and maintaining the millage rate helped balance the budget.

In 2016, the City Commission established an annual restricted amount to be used for capital projects and approved an interfund loan to fund a new capital improvement plan. The 2024 budget includes $600,000 restricted revenue; $400,000 to be used to finance capital improvements and purchases and $200,000 to be used to repay the interfund loan.

There was no appropriation from fund balance to balance General Fund's budget.

The 2024 budget (General Fund) included an increase in personnel services and benefits of $2.668,348. This increase includes the addition of 9 new positions, and a cost-of-living increase for sworn officers, all bargaining and non-bargaining employees. Changes in benefits included the following assumptions: retirement rates for general members increased to 17.56%, from 17.13%, Police officers' retirement rates increased to 16.93% from 14.62%. Assumptions in health insurance and dental insurance rates remained the same.

The budget includes a $1,490,799 increase in tax increment financing relating to the increase in property values. Because of the increases in costs for securing goods and services budgeted operating expenses overall increased by $1,058,587 for all functional departments relating to increases in supplies and fuel, contract services, software maintenance, utilities, and insurance premiums. The budget includes an increase in capital outlay of $1,157,500 relating to infrastructure improvements and computer equipment. Budgeted community sponsorship and aid increased $105,000. The budget also includes, an increase in transfers to the animal center and special revenue fund of $199,500 and $15,000 respectively.

The budget includes a decrease in debt payments of $219,941 relating to debt refinancing in prior fiscal years.

Reserve Policy

The City adopted a formal policy setting the requirement as to the level of unreserved funding that should be set aside for unforeseen expenditures. The policy established requires ten percent (10%) of General Fund's annual budget be set aside and held for any unexpected costs.

Fiscal Year	Budget	10% Reserve	Beginning Fund Balance
2022	47,513,496	4,751,350	10,906,160
2023	52,412,646	5,241,165	12,932,228

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Fort Pierce, Florida for its annual comprehensive financial report for the fiscal year ended September 30, 2022. This was the thirty-fourth consecutive year the City of Fort Pierce has achieved this prestigious award.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgments

I thank the Mayor and members of the City Commission for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

The preparation of the annual comprehensive financial report was made possible by the dedicated service of the entire staff of the Finance Department. Special recognition is given to Karen Logue, the City's Chief Accountant and Wendy Rydzewski, Accountant.

Sincere appreciation is extended to the firm of DiBartolomeo, McBee, Hartley & Barnes for their professional approach and high standard in the conduct of their independent audit of the City's financial records and transactions.

Respectfully submitted,

Johnna S. Morris
Director of Finance

CITY OF FORT PIERCE , FLORIDA
ORGANIZATIONAL CHART



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fort Pierce
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO


FORT PIERCE, FL
THE SUNRISE CITY

I. *FINANCIAL SECTION*

- Report of Independent Certified Public Accountants
- Management Discussion and Analysis
- Basic Financial Statements
- Notes to the Basic Financial Statements
- Combining and Individual Fund Financial Statements and Schedules


FORT PIERCE, FL
THE SUNRISE CITY

Independent Auditors' Report

To the City Commission
Fort Pierce, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida (the "City") as of and for the year ended September 30, 2023, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida as of September 30, 2023, and the respective changes in financial position and where applicable, cash flows, thereof and the respective budgetary comparisons for the General Fund, and Community Redevelopment Agency Fund, for the year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Fort Pierce, Florida, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fort Pierce, Florida's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fort Pierce, Florida's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

To the City Commission
Fort Pierce, Florida

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United State of America require that the management's discussion and analysis, and pension and post-employment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Additionally, the accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Section 215.97, Florida Statutes, Florida Single Audit Act,* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, and the schedule of expenditures of federal awards and state financial assistance are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

To the City Commission
Fort Pierce, Florida

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2024 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
City of Fort Pierce
March 28, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Fort Pierce (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. Management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial positions, (d) identify any material deviations from the financial plans, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found at the front of this report and the City's financial statements which follow this section.

Financial Highlights

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the fiscal year by $158,503,390 of which $79,775,006 is governmental and $78,728,384 is the total for business-type activities.

- The City's revenues for Governmental Activities at year end were $68,553,840 a 1.01% increase, and expenses were $65,275,608 a 15.91% increase before transfers in of $71,592. Revenues exceeded expenses by $3.28 million before transfers. The revenue increase from prior year was $0.68 million; this can be attributed to increases in the following: ad valorem and other taxes of $3.68 million, intergovernmental revenue of $1.01 million, miscellaneous revenue of $0.19 million, contribution from component unit of $0.23 million and unrestricted investment earnings of $0.02 million offset by the decrease in operating and capital grants and contributions of ($4.45) million. The increase in expenses in comparison to last year was $8.95 million, resulting from increases in the following: general government of $2.91 million, public safety $2.37 million, transportation $1.29 million, economic environment $2.52 million, and culture and recreation $0.14 million off set by the decrease in interest on long-term debt ($0.28) million.

- Business-type funds revenues were $28,484,081 an increase of 3.20% or $882,736 and expenses were $26,205,044 an increase of 7.57% or $1,843,404, before transfers out of ($71,592). Revenues exceeded expenses by $2.28 million before transfers out. The increase in revenue from the prior year is attributable to the increase in the following categories: charges for services of $1.25 million, and unrestricted investment earnings of $0.01 million off set by the decrease in operating and capital grants and contributions of ($0.38) million. The $1.84 million increase in expenses in comparison to the prior year is attributable increases in the following: $0.03 million in solid waste, $0.19 million in marina, $0.27 million in stormwater, $0.07 million in golf course, $0.19 million in sunrise theatre, $0.93 in animal center and $0.16 million in building department.

- At the close of the fiscal year, the City's governmental funds reported combined ending fund balances of $43,555,464, an increase of $6,107,897. There were increases in the General Fund of $1.12 million, special revenue fund of $5.23 million, including an increase the community redevelopment agency fund of $2.33 million, road impact fee fund of $1.00 million, and half-cent infrastructure fund of $1.25 million. These increases were offset by a decrease in the debt service of ($0.25 million).

The long-term debt, net of current portion, of the City on 9/30/23 was $53,279,893 a decrease of $7.51 million or 12.35%. The debt services requirements were met financially.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the City's assets plus deferred outflows of resources and liabilities plus deferred inflow of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused sick leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues *(governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges *(business-type activities)*. The governmental activities of the City include general government, public safety, transportation, economic environment, culture and recreation, and interest on long-term debt. The business-type activities include refuse collection, a marina, a golf course, a theatre, a stormwater utility, an animal center, and building fund.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Proprietary funds. The City maintains one of the two different types of proprietary funds.

Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City maintains seven enterprise funds to account for the following operations: a solid waste collection and disposal system, a marina, a golf course, a theatre, a stormwater utility, an animal center, and a building fund.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's compliance with its General Fund budget and the City's progress in funding its obligation to provide pension benefits to its employees. The combining and individual fund statements are included along with statistical, historic and trend information about the government's operations.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $158,503,390 at the close of the most recent fiscal year.

Approximately 81% of the City's net position reflects its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Fort Pierce Net Position - FY 2023 and 2022

	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other Assets	57,528,805	44,824,682	19,569,210	16,170,699	77,098,015	60,995,381
Capital Assets	104,289,960	104,498,807	82,728,542	84,569,857	187,018,502	189,068,664
Total Assets	161,818,765	149,323,489	102,297,752	100,740,556	264,116,517	250,064,045
Deferred Outflows	17,087,118	23,740,571	2,469,977	3,952,271	19,557,095	27,692,842
Long-term Liabilities O/S	80,119,823	84,589,831	18,455,033	20,778,821	98,574,856	105,368,652
Other Liabilities	17,501,549	10,192,764	4,347,509	4,004,381	21,849,058	14,197,145
Total Liabilities	97,621,372	94,782,595	22,802,542	24,783,202	120,423,914	119,565,797
Deferred Inflows	1,509,505	1,856,283	3,236,803	3,388,686	4,746,308	5,244,969
Net Position:						
Net Invested in Capital Assets	58,891,812	54,694,051	68,842,781	69,184,196	127,734,593	123,878,247
Restricted	2,185,412	2,017,888	-	-	2,185,412	2,017,888
Unrestricted	18,697,782	19,713,243	9,885,603	7,336,743	28,583,385	27,049,986
Total Net Position	79,775,006	76,425,182	78,728,384	76,520,939	158,503,390	152,946,121

The City's net position increased by $5,557,269 during the fiscal year, considering the restatement of net position discussed in Notes A.6, H, and J pertaining to the implementation of GASB 96, which had a net effect of $611,710 on Governmental Fund net position and a decrease net effect of ($24,024) on Business Type net position. The net position of the Governmental Funds increased by $3.35 million and business type funds increased by $2.21 million. Assets of the Governmental Funds increased $12.50 million, and liabilities increased by $2.84 million. Deferred outflows of the Governmental Funds decreased by ($6.65) million and deferred inflows decreased by ($0.35) million. In the enterprise funds, the assets increased 1.55% or approximately $1.56 million and liabilities decreased (7.99%) or approximately ($1.98) million. Deferred outflows of the enterprise funds decreased by ($1.48) million and deferred inflows decreased by ($0.15) million.

City of Fort Pierce Statement of Activities- FY 2023 and 2022

	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for Services	16,747,148	16,754,712	28,298,521	27,051,410	45,045,669	43,806,122
Operating grants and Contributions	4,109,140	4,735,222	172,660	548,305	4,281,800	5,283,527
Capital Grants and Contributions	325,818	4,146,672	-	-	325,818	4,146,672
General Revenues:						
Ad Valorem Taxes	22,365,567	19,490,242	-	-	22,365,567	19,490,242
Other Taxes	7,847,251	7,036,671	-	-	7,847,251	7,036,671
Unrestricted grants and contributions	-	-	-	-	-	-
Intergovernmental	8,933,844	7,922,448	-	-	8,933,844	7,922,448
Miscellaneous	1,423,551	1,236,162	-	-	1,423,551	1,236,162
Contributions from Component Units	6,758,421	6,524,408	-	-	6,758,421	6,524,408
Unrestricted investment earnings	43,100	22,556	12,900	1,630	56,000	24,186
Total Revenues	68,553,840	67,869,093	28,484,081	27,601,345	97,037,921	95,470,438

City of Fort Pierce Statement of Activities- FY 2023 and 2022 (Cont.)

	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Expenses						
General government	19,403,849	16,494,556	-	-	19,403,849	16,494,556
Public safety	25,684,922	23,312,166	-	-	25,684,922	23,312,166
Transportation	8,754,395	7,459,528	-	-	8,754,395	7,459,528
Economic Environment	5,660,989	3,138,349	-	-	5,660,989	3,138,349
Culture & recreation	4,138,535	4,003,125	-	-	4,138,535	4,003,125
Interest on long-term debt	1,632,918	1,908,511	-	-	1,632,918	1,908,511
Solid Waste	-	-	8,035,716	8,001,285	8,035,716	8,001,285
Marina	-	-	5,527,889	5,335,694	5,527,889	5,335,694
Stormwater	-	-	3,085,038	2,820,373	3,085,038	2,820,373
Golf Course	-	-	1,698,507	1,629,767	1,698,507	1,629,767
Sunrise Theatre	-	-	3,788,428	3,599,968	3,788,428	3,599,968
Animal Center	-	-	932,008	-	932,008	-
Building Department	-	-	3,137,458	2,974,553	3,137,458	2,974,553
Total Expenses	65,275,608	56,316,235	26,205,044	24,361,640	91,480,652	80,677,875
Increase (Decrease) in net position before transfers	3,278,232	11,552,858	2,279,037	3,239,705	5,557,269	14,792,563
Transfers In (Out)	71,592	(172,590)	(71,592)	172,590	-	-
Changes in net position	3,349,824	11,380,268	2,207,445	3,412,295	5,557,269	14,792,563
Net Position – Beginning-restated	76,425,182	65,044,914	76,520,939	73,108,644	152,946,121	138,153,558
Net Position – Ending	79,775,006	76,425,182	78,728,384	76,520,939	158,503,390	152,946,121

Governmental activities. Governmental activities accounted for a positive increase of $3,349,824 in net position of the City.

Revenues increased $0.68 million or 1.01% in Fiscal Year 2023. There are increases in several categories. Property values continue to increase, resulting in an increase of $2.87 million in ad valorem revenue. Other taxes increased by $.81 million in relation to increase in communication and utility taxes. Intergovernmental revenues increased by $1.01 million relating to the infrastructure sales tax, sales tax and interlocal revenue share. Miscellaneous revenue increased $0.19 million relating to reimbursements, and settlements. Contributions from component unit increased by $0.23 million in direct relation to unit's increase in revenues. Unrestricted investment earnings marginally increased $0.02 million reflective of the small increase in interest rates. The above increase to revenue is offset by a ($4.45) million decrease in capital / operating grants and contributions mainly relating to recognition of the American Rescue Plan funding in FY 2022.

The 15.91% or $8.95 million increase in expenses was attributed to increases in the following categories: general government $2.91 million, relating to increases in other post-employment benefits and pension benefit liabilities as well as wages and depreciation; public safety $2.37 million in relation to an increase in pension benefit liabilities, wages and benefits; transportation

$1.29 million relating to an increase in pension benefit liabilities, depreciation and contractual services; economic environment $2.52 million relating to increases in grants and aid awarded to recipients; and culture and recreation $0.14 million relating to an increase in pension benefit liabilities. The above increases in expenses are offset by ($0.28) million decrease in interest on long-term debt.

Business-type activities. The business-type activities include the activities of a stormwater utility program, golf course, city marina, theatre, solid waste operation, animal center and the building department. Revenues increased $0.88 million relating to an increase in charges for services of $1.24 million and a decrease of ($0.38) million in operating and capital grants and a decrease of ($0.01) million relating to unrestricted investment earnings. Expenses increased $1.84 million for the following business- type activities: solid waste $0.03 million, marina $0.19 million, stormwater utility $0.27 million, golf course $0.07 million, theatre $0.19 million , animal center $0.93 million and building department $0.16 million.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of a fiscal year.

The City maintains twenty-seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund, the Community Redevelopment Agency Fund, the Road Impact Fee Fund, the Half-Cent Infrastructure Fund, and the American Rescue Plan Fund. As of the end of the current fiscal year, the City's *governmental funds* reported combined ending fund balances of $43,555,464 an increase of $6,107,897 in comparison with the prior year. The non-spendable portion is $582,025, restricted is $29,265,594, $5,504,704 is assigned and $8,203,141 is unassigned and available for spending at the government's discretion.

The *general fund* is the chief operating fund of the City. The ending fund balance in 2023 is $14,056,644, which increased $1.12 million. The 8.69% increase relates to increases in tax and intergovernmental revenues, while maintaining a balanced control over expenditures. The nonspendable and assigned portions increased $0.09 million and $0.55 million respectively which represents an increase in prepaid expenses and an increase in budget appropriations. The unassigned portion increased $0.49 million. The debt service fund balance is $2,189,314 a decrease of $10.16 million, which represents payment of principal and interest on debt. Finally, the fund balance in the special revenue funds at 9/30/2023 is $10,263,980 an increase of $6.68 million relating to the increase in funds reserved for special purposes and projects.

The city accounts for the community redevelopment agency fund as a special revenue fund. The activity in this fund represents redevelopment activities for certain areas existing in the City of Fort Pierce. The ending fund balance in 2023 is $4,551,689 an increase of $2.33 million from the prior year. The increase in fund balance is reflective in the restricted, which represents the increase in the tax incremental financing restricted for special projects.

The city accounts for the road impact fee fund as a special revenue fund. The activity in this fund

represents activities relating to road impact fee collections and expenses within the City of Fort Pierce. The ending fund balance in 2023 is $6,225,570 an increase of $1.00 million from the prior year. The increase in fund balance is reflective in the restricted, which represents the increase in the impact fee collections restricted for road projects.

The city accounts for the half-cent infrastructure fund as a special revenue fund. The activity in this fund represents activities relating to half-cent infrastructure sales tax collections and expenses. The ending fund balance in 2023 is $6,258,720 an increase of $1.25 million from the prior year. The increase in fund balance is reflective in the restricted, which represents the increase in the half- cent infrastructure sales tax collections restricted for infrastructure projects.

The city accounts for the American rescue plan fund as a special revenue fund. The activity in this fund represents activities relating to federal grant , which by statutory regulations restricts the use of these funds. The ending fund balance in 2023 is $9,547 a slight increase over the prior year. The increase in fund balance is reflective in the restricted, which represents the investment income earned on the restricted fund.

Business Type Funds. The enterprise funds have unrestricted net position of $9,885,603. Net investment in capital assets is $68,842,781. There is no restricted fund balance. The combined net position totals $78,728,384. The increase in net position of $2.21 million compared to the prior year is reflective of the combined ($1.86) million operating loss in solid waste operations, marina, golf course, sunrise theatre, and animal center offset by the combined $4.07 million operating gain in stormwater utility and building department.

General Fund Budgetary Highlights

The General Fund 2023 budget revenue was $53,012,646; the amount realized was $56,505,888, an increase of $3,493,242 or 6.59%. The expenditure budget was $52,412,647 and the actual amount was $55,381,472, an increase of $2,968,825 or 5.66%. All the budget numbers are presented without the netting of transfers in this section. Differences between the original and final revenue and expenditure budget increased fund balance by $1,124,416; listed below are the major notable amendments:

- $1,147,656 or 3.95% increase in taxes; increases in ad valorem taxes $251,305, local option taxes $188,364, and utility and other taxes $707,987.

- $108,756 or 17.55% increase in other license and permits; decrease in occupational license $13,696 and increases in other fees of $122,452 relating mainly to an increase in site plan and planning revenue.

- $1,875,031 or 24.94% increase in intergovernmental revenue; $316,927 decrease in state and federal grants relating to emergency mitigation reimbursement and environmental reimbursements, $2,082,694 increase in state shared revenue, relating mainly to the revenue share and the ½ infrastructure sales tax, $99,239 more in state retirement contribution, $3,308 increase in payments in lieu and $6,717 increase in other intergovernmental.

- $177,633 or 31.05% increase in charges for services: $64,290 increase in general government relating to research fees, youth activities and rental activities, $53,328 in physical environment relating to administrative fees and local citations and $60,015 in economic environment relating to vacation rental registration fees.

- $107,644 or 44.12% increase in fines and forfeitures relating to an increase in code violations.

- $76,522 net increase in other revenues and other financing sources; $239,307 increase in contribution from component unit, $47,761 increase in rents received, $208,101 increase in administrative and contractual, $247,617 increase in special assessment relating to payment of liens, $62,982 increase in other miscellaneous revenues mainly from settlements and reimbursements, and $1,320,633 in loan proceeds relating to leased equipment off-set by, $2,245 decrease in investment income, $271,954 decrease in reimbursements by other funds, and $1,775,680 decrease in transfers from other funds.

- $2,968,825 net increase or 5.66% increase in expenditures from various departments and transfers. The major increases were: $86,472 in City Manager related to increased personnel services and benefits; $370,137 increase in Public Works relating to contractual services and supplies; $398,577 increase in Public Safety relating to a decrease in contractual services off-set by increases in personnel services and benefits and supplies; $143,869 in Transportation relating to personnel services and benefits, utilities, and contractual services; $255,139 increase in Culture and recreation relating to contract services; $3,172,390 increase in transfers out relating to transfers to restricted revenue for infrastructure sales transfer tax.

- The above increases from budget were offset by decreases from budget for the following: Administration $878,212 decrease primarily relating to unused budget contingency and budgeted capital outlay projects which had not begun; $78,220 decrease in Finance relating to personnel services and benefits; $396,090 decrease in MIS relating software maintenance and personnel services; $70,939 in City Attorney relating to professional services; $62,336 decrease in Planning relating to personnel services and benefits and professional services. The remaining departments operated slightly over or under budget netting to an increase of $28,038.

Capital Asset and Debt Administration

Capital assets. The City's investments in *capital assets* for its governmental and business type activities as of September 30, 2023, amounts to $187,018,502 (this is net of accumulated depreciation). Significant additions during the year consisted of mowers, trailers and utility vehicles in the Public works department, the addition of 29 new fleet vehicles, computer switches and video servers, security enhancements including cameras and simulators, the addition of pickleball courts and playground equipment, solid waste refuse containers, golf course golf cart replacements, and the completion and implementation of new infrastructure improvements and engineering projects. Notable disposals consisted of old computer equipment, old vehicles, and the old golf carts. See Note H for detailed information on the primary government's Capital Assets.

City of Fort Pierce Capital Assets - FY 2023 and 2022
(net of depreciation)

	Governmental Activities		Business Type Activities		Total	
	2023	*2022	2023	*2022	2023	*2022
Land & CIP	24,455,329	24,586,667	1,186,487	1,147,826	25,641,816	25,734,493
Buildings	23,154,116	24,309,618	6,066,040	6,650,705	29,220,156	30,960,323
Improvements Other than Buildings	28,846,370	25,794,661	73,143,931	74,217,016	101,990,301	100,011,677
Machinery & Equipment	9,300,354	10,138,718	2,332,084	2,554,310	11,632,438	12,693,028
Infrastructure	18,533,791	19,669,143	-	-	18,533,791	19,669,143
Total	104,289,960	104,498,807	82,728,542	84,569,857	187,018,502	189,068,664

*Beginning machinery & equipment restated net $1,769,842 ($1,604,805 governmental and $165,037 business type) for implementation GASB 96 see note A.6 and note H.

Debt. At the end of the current fiscal year, the City had total long-term debt outstanding, net of current portion of $53,279,893.

City of Fort Pierce Outstanding Debt
Revenue Bonds, Revenue Notes, Intergovernmental Notes, Finance Purchase & Leases

	Governmental Activities		Business-type Activities		Total	
	2023	*2022	2023	*2022	2023	*2022
Revenue bonds, revenue notes, intergovernmental notes & leases	47,372,843	52,703,504	13,983,996	15,576,089	61,356,839	68,279,593
Less current portion	(6,072,382)	(5,693,634)	(2,004,564)	(1,797,780)	(8,076,946)	(7,491,414)
Long-term debt, net of current portion	41,300,461	47,009,870	11,979,432	13,778,309	53,279,893	60,788,179

*Beginning debt restated net $1,182,156 ($993,095 governmental and $189,061 for business type) for implementation GASB 96 see note A.6 and note J.

The City's long-term debt, net of current portion debt decreased during the year by a net $7.51 million. The Notes to the Financial Statements (Note J) has additional information on all debt activity.

All bonded debt is insured and carries ratings from Moody's of A2 issuer rating, as of September 30, 2023. No direct ad valorem tax-supported debt exists currently.

Economic Factors and Next Year's Budgets and Rates

The budget process for the 2024 budget began with a 12.35% increase or $6,474.793 in the General Fund Budget, of which $600,000 was restricted, the budget is balanced at $58,887,439.

Some of the significant factors considered in preparing the City's Annual General Fund Budget for Fiscal Year 2024, that caused and closed the budget gap are listed below:

- In the General Fund, the City's taxable valuation is $3,851,465,048 compared to last year's final valuation of $3,366,020,027. This represents an increase of approximately 14.42% or $485,445,021 in taxable values. This increase in property values and the City Commission electing to maintain the millage rate at 6.9000 helped to balance the budget. Maintaining the millage rate generated $3.77 million in property tax revenue, of which $400,000 was restricted to be used to finance future capital projects and purchases and an additional $200,000 is restricted to repay the interfund loan from FY 2016.

- The City budgeted an increase in general sales and use tax and franchise tax of $0.20 million. This years' budget was increased to reflect the trend.

- The City budgeted an increase of $0.17 million in licenses and permits $0.18 million relating to planning and zoning fees, offset by $0.01 million decrease relating to business tax license, and other fees and permits.

- The City budgeted an increase of $1.43 million in intergovernmental revenues. $0.93 million relates to budgeted increases in state revenue share, and $0.50 million relating to American Rescue Plan funds.

- The City budgeted an increase of $0.04 million in fines and forfeitures. $0.02 million relating to parking and animal code violations and $0.02 million related to alarm violations.

- The City budgeted an increase of $0.05 million in miscellaneous revenues relating to rental income.

- The City budgeted an increase of $0.83 million administrative and miscellaneous reimbursements, interfund transfers and contributions from Enterprise Funds. $0.01 relating to administrative and miscellaneous reimbursements, $1.14 million relating to contributions from Enterprise Fund; offset by a decrease of $0.41 million relating to interfund transfers.

- All other budgeted revenue items remained substantially the same as the prior year.

- The 2024 General Fund budget includes an increase of $2.67 million in personnel costs and benefits relating to the addition of positions, raises, and changes in benefits. The budget contains the addition of 9 positions: 1 in information technology, loss of 1 in code enforcement, 8 in the police department, and 1 position in the engineering department. Budgeted pay increases include 5% for all non-

bargaining employees and Teamsters represented employees and a cost-of-living increase for sworn officers. The retirement rate for general members increased to 17.56%, from 17.13%, Police officers' retirement rate increased to 16.93% from 14.62%. Health insurance premiums and dental insurance premiums remained the same.

- The City budgeted an increase of $2.54 million relating to operating expenses. $1.50 million relating to the tax incremental financing expense; $0.26 million in information technology relating to consulting services and software maintenance; $0.31 million in police relating to professional services, fuel costs military supplies, and utilities; $0.42 million relating to public works including increase in supplies, contractual fees and utilities' $0.07 million increase in youth activities; and $0.46 million in administration relating to insurance and utilities, offset by a decrease of $0.53 million relating to code enforcement animal care contract and the supplies and services for the clean & safe initiative and nuisance abatement.

- The 2024 budget (General Fund) included an increase of $1.16 million in capital outlay relating to infrastructure improvements and capital improvements.

- The City budgeted an increase of $0.10 million in grants and aid. $0.02 million relating to the aid for a community housing project and $0.8 million relating to the increase in community sponsorship.

- The Fort Pierce Redevelopment Agency budget increased $2.94 million from the prior year. The tax increment financing (TIF) continues to increase. The increase in property tax values and maintaining the millage rate resulted in an increase of $2.84 million; $11.90 million up from $9.05 million. The budget also includes an increase in dockage and miscellaneous revenue of $0.09 million. Prior to fiscal year 2109 the Fort Pierce Redevelopment Agency budget was unable to support several special projects under historic preservation and restoration; funding for neighborhood and business grants; and other cultural and community events and functions. To help balance the budget, during those years transfers from General Fund were used. In FY 2024, because of the increase in tax revenues, no transfer was budgeted.

- In the 2024 Fort Pierce Redevelopment Agency budget operating expenses decreased by $0.02 million. The decrease in budgeted operating expense relates to $0.10 million decrease in contractual fees relating to a reduction in consulting services' a $0.02 million decrease in contingency expenses, and $0.04 million decrease in miscellaneous expenses; offset by a $0.10 million increase in insurance relating to premium increases on policies, $0.03 million increase relating to repairs and maintenance, and $0.01 increase in travel and education expenses. The Agency budgeted an increase in capital outlay of $2.13 million relating to the rehabilitation and restoration of several historical buildings as well as a road improvement project. The Fort Pierce Redevelopment Agency budget included an increase of $0.15 million in other programs and projects relating to the grant programs for business façade improvements. The Agency increased the allocation to $525,000 to fund school resources officers in schools within the City. In FY 2024 the budget included an increase of $0.68 million in transfers; $0.14 million relating to reduction in debt

payment relating to refinancing and maturity of debt, offset by budgeted increase of $0.82 million in transfers to other funds.

- As for the business-type activities, the Marina, Solid Waste, Building Department, Sunrise Theatre, Stormwater Utility, and Animal Center had to make up their budget shortfalls by appropriating retained earnings of $679,543, $572,859, $165,461, $49,604, $158,249, and $367,191 respectively in FY 2024. The Golf Course was able to sufficiently fund its budget with budgeted revenues.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information in this report or requests for additional financial information should be addressed to the Finance Director, 100 North US 1, P. O. Box 1480, Fort Pierce, Florida 34954.

BASIC FINANCIAL STATEMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

GOVERNMENT-WIDE FINANCIAL STATEMENTS

City of Fort Pierce, Florida
STATEMENT OF NET POSITION
September 30, 2023

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
ASSETS				
Current assets:				
Cash and investments	$ 37,195,320	$ 12,772,639	$ 49,967,959	$ 35,159,496
Receivables (net of allowance for uncollectibles)	14,167,005	2,806,328	16,973,333	18,367,888
Lease receivable	122,105	28,594	150,699	-
Due from component unit	340,182	613,269	953,451	-
Internal balances	652,697	(652,697)	-	-
Due from other governments	2,249,631	23,919	2,273,550	772,403
Inventories and other current assets	582,023	314,083	896,106	12,151,658
Restricted Assets:				
Temporarily restricted:				
Cash and investments	61,091	237,363	298,454	30,803,013
Total current assets	55,370,054	16,143,498	71,513,552	97,254,458
Noncurrent assets:				
Prepaid Insurance	17,149	9,220	26,369	-
Notes receivable	1,585,821	-	1,585,821	-
Lease receivable	555,781	3,416,492	3,972,273	-
Restricted cash	-	-	-	106,313,854
FMPA working capital receivable	-	-	-	1,918,608
Prelimiary surveys	-	-	-	41,975
Capital assets, not being depreciated:				
Land	22,928,153	674,008	23,602,161	9,526,000
Construction in progress	1,527,176	512,479	2,039,655	47,402,902
Capital assets (net of accumulated depreciation):				
Buildings	44,020,793	17,929,814	61,950,607	-
Improvements other than buildings	57,837,654	111,364,040	169,201,694	-
Equipment	28,210,583	13,388,117	41,598,700	-
Infrastructure	108,924,361	-	108,924,361	506,555,109
Accumulated depreciation	(159,158,760)	(61,139,916)	(220,298,676)	(318,052,331)
Total noncurrent assets	106,448,711	86,154,254	192,602,965	353,706,117
Total assets	$ 161,818,765	$ 102,297,752	$ 264,116,517	$ 450,960,575
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	1,692,695	166,624	1,859,319	412,261
Pensions	15,204,137	2,269,743	17,473,880	11,000,722
Other post employment benefits	190,286	33,610	223,896	275,410
Total deferred outflows of resources	17,087,118	2,469,977	19,557,095	11,688,393

The accompanying notes are an integral part of this statement.

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	$ 3,245,647	$ 1,265,351	$ 4,510,998	$ 13,778,268
Unearned revenue	6,775,957	732,911	7,508,868	-
Accrued compensated absences	586,485	86,014	672,499	348,000
Financed Purchases-current	-	226,659	226,659	28,213
Lease liability and SBITA's-current	1,221,370	248,509	1,469,879	100,058
Due to other governments	484,642	-	484,642	953,102
Notes and revenue bonds-current	4,851,012	1,529,396	6,380,408	5,575,000
Accrued interest payable	275,345	21,306	296,651	3,393,918
Liabilities payable from restricted assets:				
Customer deposits	61,091	237,363	298,454	9,429,295
Total current liabilities	17,501,549	4,347,509	21,849,058	33,605,854
Noncurrent liabilities:				
Notes and bonds payable, net	38,856,573	11,468,795	50,325,368	163,823,584
Financed Purchases	-	174,005	174,005	-
Lease liability and SBITA's	2,443,888	336,632	2,780,520	257,988
Accrued compensated absences	3,237,558	531,992	3,769,550	1,922,397
Other post employment benefits	1,882,840	332,551	2,215,391	1,335,760
Net Pension Liability	33,698,964	5,611,058	39,310,022	27,665,278
Total noncurrent liabilities	80,119,823	18,455,033	98,574,856	195,005,007
Total liabilities	97,621,372	22,802,542	120,423,914	228,610,861
DEFERRED INFLOWS OF RESOURCES				
Payments received in advance	-	-	-	8,883,628
Lease	597,553	3,131,030	3,728,583	
Pensions	374,117	10,780	384,897	301,880
Other post employment benefits	537,835	94,993	632,828	17,510
Total deferred inflows of resources	1,509,505	3,236,803	4,746,308	9,203,018
NET POSITION				
Net Invested in capital assets	58,891,812	68,842,781	127,734,593	171,275,678
Restricted for:				
Capital improvement charges	-	-	-	12,404,800
Debt service and other	2,185,412	-	2,185,412	3,376,825
Unrestricted	18,697,782	9,885,603	28,583,385	37,777,786
Total net position	$ 79,775,006	$ 78,728,384	$ 158,503,390	$ 224,835,089

City of Fort Pierce, Florida
STATEMENT OF ACTIVITIES
Year ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 19,403,849	$ 2,521,813	$ 1,657,267	$ -
Public safety	25,684,922	846,797	621,268	51,844
Transportation	8,754,395	1,849,538	-	153,059
Economic environment	5,660,989	10,940,095	1,830,605	120,915
Culture and recreation	4,138,535	588,905	-	-
Interest on long-term debt	1,632,918	-	-	-
Total governmental activities	65,275,608	16,747,148	4,109,140	325,818
Business-type activities:				
Solid waste	8,035,716	8,549,352	-	-
Marina	5,527,889	5,577,315	-	-
Storm Water	3,085,038	5,029,550	-	-
Golf Course	1,698,507	1,096,603	-	-
Sunrise Theatre	3,788,428	2,726,236	172,660	-
Animal Adoption Center	932,008	66,386	-	-
Building Fund	3,137,458	5,253,079	-	-
Total business-type activities	26,205,044	28,298,521	172,660	-
Total primary government	$ 91,480,652	$ 45,045,669	$ 4,281,800	$ 325,818
Component units:				
Fort Pierce Utilities Authority	$ 126,503,626	$ 130,112,573	$ 4,018,216	$ 8,574,874
Total component units	$ 126,503,626	$ 130,112,573	$ 4,018,216	$ 8,574,874

General revenues:
Ad valorem taxes
General sales and use taxes
Utility service and franchise taxes
State revenue sharing-unrestricted
Additional one cent sales taxes
Insurance premium tax
Contributions from component unit
Miscellaneous
Unrestricted investment earnings
Transfers
Total general revenues,and transfers
Change in net position
Net position - beginning(as restated)

Net position - ending

The accompanying notes are an integral part of this statement.

Net (expense) Revenue and Change in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-type Activities	Total	Fort Pierce Utilities Authority
$ (15,224,769)	$ -	$ (15,224,769)	$ -
(24,165,013)	-	(24,165,013)	-
(6,751,798)	-	(6,751,798)	-
7,230,626	-	7,230,626	-
(3,549,630)	-	(3,549,630)	-
(1,632,918)	-	(1,632,918)	-
(44,093,502)	-	(44,093,502)	-
-	513,636	513,636	-
-	49,426	49,426	-
-	1,944,512	1,944,512	-
-	(601,904)	(601,904)	-
-	(889,532)	(889,532)	-
-	(865,622)	(865,622)	-
-	2,115,621	2,115,621	-
-	2,266,137	2,266,137	-
$ (44,093,502)	$ 2,266,137	$ (41,827,365)	$ -
$ -	$ -	$ -	$ 16,202,037
$ -	$ -	$ -	$ 16,202,037
$ 22,365,567	$ -	$ 22,365,567	$ -
2,488,364	-	2,488,364	-
5,358,887	-	5,358,887	-
2,347,309	-	2,347,309	-
6,042,296	-	6,042,296	-
544,239	-	544,239	-
6,758,421	-	6,758,421	(6,758,421)
1,423,551	-	1,423,551	89,635
43,100	12,900	56,000	5,873,324
71,592	(71,592)	-	-
47,443,326	(58,692)	47,384,634	(795,462)
3,349,824	2,207,445	5,557,269	15,406,575
76,425,182	76,520,939	152,946,121	209,428,514
$ 79,775,006	$ 78,728,384	$ 158,503,390	$ 224,835,089

THIS PAGE INTENTIONALLY LEFT BLANK

FUND FINANCIAL STATEMENTS

- **Governmental Funds**
- **Proprietary funds**
- **Fiduciary funds**

City of Fort Pierce, Florida
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2023

	General Fund	Community Redevelopment Agency	Road Impact Fee Fund
ASSETS			
Cash and investments	$ 147,126	$ 4,809,844	$ 6,406,478
Accounts receivables	16,797,126	258,343	-
Liens receivables	4,382,699	-	-
Due from component unit	314,955	-	-
Due from other funds	1,797,564	-	-
Advances to other funds	-	-	-
Due from other governments	648,383	-	-
Prepaid items	488,189	25,770	-
Inventories	64,049	-	-
Notes receivable	-	-	-
Total assets	$ 24,640,091	$ 5,093,957	$ 6,406,478
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued liabilities	$ 2,116,347	$ 280,058	$ 149,629
Contracts payable - retainage	-	7,059	31,279
Deposits	52,981	8,110	-
Due to other funds	-	10,607	-
Advances from other funds	3,902	-	-
Revenue in advance	217,360	-	-
Total liabilities	2,390,590	305,834	180,908
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	8,192,857	236,434	-
Total Deferred Inflows	8,192,857	236,434	-
FUND BALANCES			
Nonspendable	552,238	25,770	-
Restricted	-	4,525,919	6,225,570
Assigned	5,301,265	-	-
Unassigned	8,203,141	-	-
Total fund balances	14,056,644	4,551,689	6,225,570
Total liabilities, deferred inflows of resources, and fund balances	$ 24,640,091	$ 5,093,957	$ 6,406,478

The accompanying notes are an integral part of this statement.

Half-Cent Infrastucture Fund	American Rescue Plan Fund	Other Governmental Funds	Totals
$ 6,517,858	$ 6,633,672	$ 12,741,434	$ 37,256,412
-	-	32,946	17,088,415
-	-	-	4,382,699
-	-	25,227	340,182
-	-	-	1,797,564
-	-	3,902	3,902
-	-	1,601,248	2,249,631
-	-	4,017	517,976
-	-	-	64,049
-	-	1,585,821	1,585,821
$ 6,517,858	$ 6,633,672	$ 15,994,595	$ 65,286,651
$ 214,947	65,528	$ 812,151	$ 3,638,660
44,191	-	9,100	91,629
-	-	-	61,091
-	-	1,134,259	1,144,866
-	-	-	3,902
-	6,558,597	-	6,775,957
259,138	6,624,125	1,955,510	11,716,105
-	-	1,585,791	10,015,082
-	-	1,585,791	10,015,082
-	-	4,017	582,025
6,258,720	9,547	12,245,838	29,265,594
-		203,439	5,504,704
-	-	-	8,203,141
6,258,720	9,547	12,453,294	43,555,464
$ 6,517,858	$ 6,633,672	$ 15,994,595	$ 65,286,651

City of Fort Pierce, Florida

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE TO NET POSITION OF GOVERNMENTAL ACTIVITIES

September 30, 2023

Total fund balance per this statement	$	43,555,464
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are reported in the funds. The cost of the assets is $263,448,720 and the accumulated depreciation is $159,158,760.		104,289,960
Long-term liabilities (lease obligations, intergovernmental notes, other post employment benefits, accrued compensated absences, and pension liability) of $84,277,070 plus unamortized premiums of $2,501,620 are not due and payable and therefore, are not reported in the funds.		(86,778,690)
Governmental funds do not report a liability for accrued interest until it is due and payable. Accrued interest must be reported as a liability in the government-wide financial statements.		(275,345)
Insurance costs related to debt issuances and deferred charges on refundings are financial uses in the fund statement; for full accrual, however these expenses are reported as non-current assets in the government-wide financial statements.		1,709,844
Various receivables, (liens receivable, loans receivable, notes receivable, leases and due from other governments are not financial resources in the current period and therefore, are reported as unavailable revenue in the funds.		3,388,855
Deferred inflows related to pensions other post employment benefits, and leases are not financial resources and therefore are not reported in governmental funds		(1,509,505)
Deferred outflows related to pensions and other post employment benefits are not financial resources and therefore are not reported in governmental funds		15,394,423
Net position of governmental activities	$	79,775,006

The accompanying notes are an integral part of this statement.

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year ended September 30, 2023

	General Fund	Community Redevelopment Agency
Revenues		
Taxes	$ 30,212,818	$ -
Licenses and permits	728,456	13,841
Intergovernmental	9,394,031	9,394,292
Charges for services	749,783	-
Fines and forfeitures	351,644	-
Contributions from component unit	6,758,421	-
Investment income	16,255	3,953
Other	3,135,613	404,238
Total revenues	51,347,021	9,816,324
Expenditures		
Current		
General government	17,837,638	-
Public safety	19,323,928	-
Transportation	4,211,352	-
Economic environment	-	1,363,222
Culture and recreation	3,281,489	-
Capital outlay	1,885,746	566,900
Debt service		
Principal	-	-
Interest and fees	3,444	-
Other	-	-
Total expenditures	46,543,597	1,930,122
Excess of revenues over (under) expenditures	4,803,424	7,886,202
Other financing sources (uses)		
Transfers in	3,838,234	-
Lease proceeds	1,320,633	-
Transfers out	(8,837,875)	(5,552,854)
Total other financing sources (uses)	(3,679,008)	(5,552,854)
Net change in fund balances	1,124,416	2,333,348
Fund balances - beginning of year	12,932,228	2,218,341
Fund balances - end of year	$ 14,056,644	$ 4,551,689

The accompanying notes are an integral part of this statement.

Road Impact Fee Fund	Half-Cent Infrastructure Fund	American Rescue Plan Fund	Other Governmental Funds	Totals
$ -	$ -	$ -	$ -	$ 30,212,818
-	-	-	445,807	1,188,104
-	-	1,157,243	3,418,115	23,363,681
-	-	-	-	749,783
-	-	-	-	351,644
-	-	-	-	6,758,421
3,325	3,144	3,862	12,561	43,100
2,078,728	-	-	1,817,936	7,436,515
2,082,053	3,144	1,161,105	5,694,419	70,104,066
-	-	-	-	17,837,638
-	-	-	1,304,459	20,628,387
-	-	-	-	4,211,352
-	-	857,243	3,249,180	5,469,645
-	-	-	-	3,281,489
1,079,696	1,844,612	-	628,138	6,005,092
-	-	-	6,130,746	6,130,746
-	-	-	1,820,201	1,823,645
-	-	-	400	400
1,079,696	1,844,612	857,243	13,133,124	65,388,394
1,002,357	(1,841,468)	303,862	(7,438,705)	4,715,672
-	3,090,283	-	8,430,146	15,358,663
-	-	-	-	1,320,633
-	-	(300,000)	(596,342)	(15,287,071)
-	3,090,283	(300,000)	7,833,804	1,392,225
1,002,357	1,248,815	3,862	395,099	6,107,897
5,223,213	5,009,905	5,685	12,058,195	37,447,567
$ 6,225,570	$ 6,258,720	$ 9,547	$ 12,453,294	$ 43,555,464

City of Fort Pierce, Florida

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year ended September 30, 2023

Net change in fund balances-total governmental funds	$	6,107,897
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmmental funds report capital outlays as expenditures, however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation ($6,197,784) exceeds capital outlay ($6,005,092) in the current period.		(192,692)
Governmental funds report the sale of general capital assets as financial resources, the deletions of general capital assets is not reflected in the fund statement. This is the net amount of the proceeds and the adjusted basis of the assets deleted.		(16,155)
Debt issuance ($1,320,633) used for lease acquisitions are other financing sources(uses) in the governmental funds, but increase(decrease) long-term liablities in the Statement of Net Assets.		(1,320,633)
Repayment of bond and note principal ($6,130,746) are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		6,130,746
Compensated Absences of ($134,180) reported in the Statement of Activities, do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		(134,180)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds interest expenditures are reported when due. This is the net amount between the prior and current year.		28,632
Governmental funds do not recognize expenditures for the Change in Net Pension Asset/Liability and OPEB each year. This represents the change in the Net Pension Liability and OPEB in the current year.		(7,249,383)
Bond insurance costs and discounts are reported as expenditures when paid. In the Statement of Net Position these costs are amortized. Current year amortization expense was $158,618		158,618
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds. This is the net amount between the prior and current year.		(163,026)
Change in Net position of governmental activities	$	3,349,824

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF GENERAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Taxes	$ 29,065,162	$ 30,212,818	$ 30,212,818	$ -
Licenses and permits	619,700	728,456	728,456	-
Intergovernmental	7,519,000	9,394,031	9,394,031	-
Charges for services	572,150	749,783	749,783	-
Fines and forfeitures	244,000	351,644	351,644	-
Contributions from component unit	6,519,114	6,758,421	6,758,421	-
Investment income	18,500	16,255	16,255	-
Other	2,841,106	3,135,613	3,135,613	-
Total revenues	47,398,732	51,347,021	51,347,021	-
Expenditures				
General government	20,621,306	19,620,156	19,620,156	-
Public safety	19,016,141	19,414,718	19,414,718	-
Transportation	4,067,483	4,211,352	4,211,352	-
Culture and recreation	3,042,232	3,297,371	3,297,371	-
Total expenditures	46,747,162	46,543,597	46,543,597	-
Excess of revenues over expenditures	651,570	4,803,424	4,803,424	-
Other financing sources (uses)				
Lease proceeds	-	1,320,633	1,320,633	-
Transfers in	5,613,914	3,838,234	3,838,234	-
Transfers out	(5,665,485)	(8,837,875)	(8,837,875)	-
Total other financing sources (uses)	(51,571)	(3,679,008)	(3,679,008)	-
Net change in fund balances	599,999	1,124,416	1,124,416	-
Fund balance - beginning of year	12,932,228	12,932,228	12,932,228	-
Fund balance - end of year	$ 13,532,227	$ 14,056,644	$ 14,056,644	$ -

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 9,054,702	$ 9,394,292	$ 9,394,292	$ -
Investment income	500	3,953	3,953	-
Other	216,500	418,079	418,079	-
Total revenues	9,271,702	9,816,324	9,816,324	-
Expenditures				
Current				
Economic environment	2,049,811	1,363,222	1,363,222	-
Capital outlay	1,170,000	566,900	566,900	-
Total expenditures	3,219,811	1,930,122	1,930,122	-
Excess of revenues over expenditures	6,051,891	7,886,202	7,886,202	-
Other financing sources (uses)				
Transfers out	(6,051,891)	(5,552,854)	(5,552,854)	-
Total other financing sources (uses)	(6,051,891)	(5,552,854)	(5,552,854)	-
Net change in fund balances	-	2,333,348	2,333,348	-
Fund balance - beginning of year	-	2,218,341	2,218,341	-
Fund balance - end of year	$ -	$ 4,551,689	$ 4,551,689	$ -

The accompanying notes are an integral part of this statement.

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
STATEMENT OF NET POSITION -
PROPRIETARY FUNDS
September 30, 2023

	Business-type Activities		
	Solid Waste	Marina	Storm Water
ASSETS			
CURRENT ASSETS			
Cash and investments	$ 15,387	$ 853,751	$ 556,197
Receivables - net of allowances:		-	-
Accounts	466,881	139,172	2,006,369
Unbilled services	187,488	-	-
Lease receivable	-	28,594	-
Due from component units	613,150	-	-
Due from other governments	-	-	1,259
Inventories and other current assets	95,772	82,029	-
Restricted Assets			
Cash and investments	-	189,392	-
Total current assets	1,378,678	1,292,938	2,563,825
NON-CURRENT ASSETS			
Prepaid Insurance	-	-	9,220
Lease receivable	-	3,416,492	-
Non-depreciable capital assets	-	-	-
Land	-	9,197	-
Construction in progress	-	-	511,979
Depreciable capital assets	-	-	-
Buildings	122,858	863,433	-
Improvements other than buildings	47,243	47,335,411	59,823,242
Equipment	9,938,292	202,866	1,085,563
Accumulated depreciation	(8,747,078)	(17,454,369)	(22,069,957)
Total non-current assets	1,361,315	34,373,030	39,360,047
Total assets	2,739,993	35,665,968	41,923,872
DEFERRED OUTFLOWS			
Deferred charge on refunding	-	166,624	-
Pensions	901,700	155,543	-
OPEB	13,961	2,869	-
Total deferred outflows	915,661	325,036	-

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Animal Adoption Center	Building Fund	Business-type Activities Totals
$ (1,072,403)	$ 2,513,380	$ (395,727)	$ 10,302,054	$ 12,772,639
-	-	-	-	
-	6,418	-	-	2,618,840
-	-	-	-	187,488
-	-	-	-	28,594
-	-	-	119	613,269
-	22,660	-	-	23,919
36,748	88,309	-	11,225	314,083
-	47,971	-	-	237,363
(1,035,655)	2,678,738	(395,727)	10,313,398	16,796,195
-	-	-	-	9,220
-	-	-	-	3,416,492
-	-	-	-	
314,811	350,000	-	-	674,008
-	-	500	-	512,479
-	-	-	-	
884,176	16,059,347	-	-	17,929,814
2,774,831	358,914	-	1,024,399	111,364,040
1,038,126	223,524	11,465	888,281	13,388,117
(2,741,870)	(9,515,653)	(573)	(610,416)	(61,139,916)
2,270,074	7,476,132	11,392	1,302,264	86,154,254
1,234,419	10,154,870	(384,335)	11,615,662	102,950,449
-	-	-	-	166,624
192,403	196,049	42,754	781,294	2,269,743
2,670	3,133	430	10,547	33,610
195,073	199,182	43,184	791,841	2,469,977

City of Fort Pierce, Florida
STATEMENT OF NET POSITION- (CONTINUED)
PROPRIETARY FUNDS
September 30, 2023

	Business-type Activities		
	Solid Waste	Marina	Storm Water
LIABILITIES AND EQUITY			
CURRENT LIABILITIES			
Accounts payable and accrued liabilities	$ 328,172	$ 149,664	$ 327,007
Contracts payable - retainage	-	-	68,389
Due to other funds	-	-	-
Accrued compensated absences	49,273	3,277	-
Revenue bonds and notes - current	-	488,596	1,040,800
Financed purchases - current	226,659	-	-
Lease payable and SBITA's - current	10,710	5,293	-
Accrued interest - revenue bonds and notes	24	19,763	-
Liabilities payable from restricted assets			
Customer deposits	-	189,392	-
Revenue in advance	-	-	-
Total current liabilities	614,838	855,985	1,436,196
NON-CURRENT LIABILITIES			
Other post employment benefits	138,139	28,386	-
Accrued compensated absences	154,955	82,201	-
Net pension liability	2,229,103	384,519	-
Financed purchases	174,005	-	-
Lease payable and SBITA's	11,120	5,500	-
Revenue bonds and notes payable, net	-	5,987,810	5,480,985
Total non-current liabilities	2,707,322	6,488,416	5,480,985
Total liabilities	3,322,160	7,344,401	6,917,181
DEFERRED INFLOWS			
Leases	-	3,131,030	-
Pensions	4,281	739	-
OPEB	39,460	8,108	-
Total deferred inflows	43,741	3,139,877	-
NET POSITION			
Net invested in capital assets	938,821	24,635,964	32,760,653
Unrestricted	(649,068)	870,762	2,246,038
Total net position	$ 289,753	$ 25,506,726	$ 35,006,691

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Animal Adoption Center	Building Fund	Business-type Activities Totals
$ 56,163	$ 66,718	$ 77,057	$ 192,181	$ 1,196,962
-	-	-	-	68,389
652,697	-	-	-	652,697
5,206	3,867	-	24,391	86,014
-	-	-	-	1,529,396
-	-	-	-	226,659
127,287	3,130	-	102,089	248,509
17	16	-	1,486	21,306
-	47,971	-	-	237,363
-	732,911	-	-	732,911
841,370	854,613	77,057	320,147	5,000,206
26,417	31,000	4,251	104,358	332,551
45,543	70,784	-	178,509	531,992
475,643	484,654	105,693	1,931,446	5,611,058
-	-	-	-	174,005
255,279	3,254	-	61,479	336,632
-	-	-	-	11,468,795
802,882	589,692	109,944	2,275,792	18,455,033
1,644,252	1,444,305	187,001	2,595,939	23,455,239
-	-	-	-	3,131,030
916	931	203	3,710	10,780
7,546	8,855	1,214	29,810	94,993
8,462	9,786	1,417	33,520	3,236,803
1,887,508	7,469,748	11,392	1,138,695	68,842,781
(2,110,730)	1,430,213	(540,961)	8,639,349	9,885,603
$ (223,222)	$ 8,899,961	$ (529,569)	$ 9,778,044	$ 78,728,384

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS
Year ended September 30, 2023

	Business-type Activities		
	Solid Waste	Marina	Storm Water
Operating revenues			
Sales and charges for services	$ 8,221,346	$ 2,858,353	$ 3,761,446
Gas and oil sales	-	2,072,486	-
Other	328,006	646,476	1,268,104
Total operating revenues	8,549,352	5,577,315	5,029,550
Operating expenses			
Personal services	2,786,869	440,027	-
General and administrative	80,000	-	334,477
Cost of goods and services sold	2,906,026	1,733,722	-
Depreciation	522,607	1,105,872	1,440,481
Other operating expenses	1,723,934	2,036,643	1,157,007
Total operating expenses	8,019,436	5,316,264	2,931,965
Operating income (loss)	529,916	261,051	2,097,585
Non-operating revenues (expenses)			
Investment income	58	1,244	5,276
Intergovernmental	-	-	-
Interest expense	(16,280)	(211,625)	(153,073)
Total non-operating revenues (expenses)	(16,222)	(210,381)	(147,797)
Income (loss) before transfers and capital contributions	513,694	50,670	1,949,788
Transfers in	-	-	-
Transfers out	(738,055)	(275,000)	-
CHANGE IN NET POSITION	(224,361)	(224,330)	1,949,788
Total net position - beginning-restated	514,114	25,731,056	33,056,903
Total net position - end of year	$ 289,753	$ 25,506,726	$ 35,006,691

The accompanying notes are an integral part of this statement.

Golf Course	Sunrise Theatre	Animal Adoption Center	Building Fund	Business-type Activities Totals
$ 1,094,534	$ 2,699,500	$ 45,642	$ 5,208,281	$ 23,889,102
-	-	-	-	2,072,486
2,069	26,736	20,744	44,798	2,336,933
1,096,603	2,726,236	66,386	5,253,079	28,298,521
710,384	618,530	149,583	1,920,268	6,625,661
68,375	119,779	-	-	602,631
47,800	786,394	-	-	5,473,942
240,860	583,550	573	139,045	4,032,988
615,051	1,679,875	781,852	1,067,870	9,062,232
1,682,470	3,788,128	932,008	3,127,183	25,797,454
(585,867)	(1,061,892)	(865,622)	2,125,896	2,501,067
-	1,154	1	5,167	12,900
-	172,660	-	-	172,660
(16,037)	(300)	-	(10,275)	(407,590)
(16,037)	173,514	1	(5,108)	(222,030)
(601,904)	(888,378)	(865,621)	2,120,788	2,279,037
-	609,866	336,052	-	945,918
-	-	-	(4,455)	(1,017,510)
(601,904)	(278,512)	(529,569)	2,116,333	2,207,445
378,682	9,178,473	-	7,661,711	76,520,939
$ (223,222)	$ 8,899,961	$ (529,569)	$ 9,778,044	$ 78,728,384

City of Fort Pierce, Florida
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
Year ended September 30, 2023

	Business-type Activities	
	Solid Waste	Marina
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 8,705,185	$ 5,268,336
Receipts from rental property	-	188,937
Payments to suppliers for goods and services	(4,952,834)	(3,806,742)
Payments to employees for services	(1,792,248)	(337,736)
Payments for benefits on behalf of employees	(727,954)	(108,909)
Net cash provided (used) by operating activities	1,232,149	1,203,886
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers in	-	-
Transfers (out)	(738,055)	(275,000)
Net cash provided (used) by noncapital financing activities	(738,055)	(275,000)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(207,016)	(19,558)
Receipts from Intergovernmental	-	-
Bond, loan, financed purchases, and lease principal payments	(247,325)	(485,020)
Bond, loan, financed purchases and lease interest payments	(16,256)	(186,515)
Net cash provided (used) by capital and related financing activities	(470,597)	(691,093)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest on cash and investments	58	1,244
Net cash provided (used) by investing activities	58	1,244
Net increase (decrease) in cash and investments	23,555	239,037
Cash and investments at beginning of year	(8,168)	804,106
Cash and investments at end of year	$ 15,387	$ 1,043,143
Cash and investments-unrestricted	$ 15,387	$ 853,751
Cash and investments-restricted	-	189,392
	$ 15,387	$ 1,043,143

The accompanying notes are an integral part of this statement.

Storm Water	Golf Course	Sunrise Theatre	Animal Adoption Center	Building Fund	Business-type Activities Totals
$ 4,921,347	$ 1,096,035	$ 2,954,973	$ 66,386	$ 5,253,428	$ 28,265,690
-	-	-	-	-	188,937
(1,868,518)	(1,392,666)	(2,729,747)	(719,214)	(1,178,426)	(16,648,147)
-	(519,026)	(302,944)	(42,687)	(1,072,325)	(4,066,966)
-	(117,304)	(136,107)	(24,300)	(500,778)	(1,615,352)
3,052,829	(932,961)	(213,825)	(719,815)	2,501,899	6,124,162
-	-	609,866	336,052	-	945,918
-	-	-	-	(4,455)	(1,017,510)
-	-	609,866	336,052	(4,455)	(71,592)
(1,531,905)	-	(49,898)	(11,965)	(32,960)	(1,853,302)
-	-	150,000	-	-	150,000
(1,017,600)	(124,372)	(3,505)	-	(71,286)	(1,949,108)
(148,871)	(16,020)	(283)	-	(8,788)	(376,733)
(2,698,376)	(140,392)	96,314	(11,965)	(113,034)	(4,029,143)
5,276	-	1,154	1	5,167	12,900
5,276	-	1,154	1	5,167	12,900
359,729	(1,073,353)	493,509	(395,727)	2,389,577	2,036,327
196,468	950	2,067,842	-	7,912,477	10,973,675
$ 556,197	$ (1,072,403)	$ 2,561,351	$ (395,727)	$ 10,302,054	$ 13,010,002
$ 556,197	$ (1,072,403)	$ 2,513,380	$ (395,727)	$ 10,302,054	$ 12,772,639
-	-	47,971	-	-	237,363
$ 556,197	$ (1,072,403)	$ 2,561,351	$ (395,727)	$ 10,302,054	$ 13,010,002

City of Fort Pierce, Florida
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
Year ended September 30, 2023

	Business-type Activities	
	Solid Waste	Marina
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income (loss)	$ 529,916	$ 261,051
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation expense	522,607	1,105,872
(Increase) decrease in accounts receivable	145,925	20,460
(Increase) decrease in lease receivable	-	(93,215)
(Increase) decrease in due from component unit	9,907	-
(Increase) decrease in inventories and other current assets	(16,671)	440
(Increase) decrease in deferred outflows	640,221	174,204
Increase (decrease) in accounts payable and accrued liabilities	(240,996)	71,397
Increase (decrease) in due to other funds	6,667	(108,373)
Increase (decrease) in customer deposits	-	(47,287)
Increase (decrease) in other post employment benefits	(15,515)	(5,299)
Increase (decrease) in Net Pension Liability	(272,780)	(150,153)
Increase (decrease) in Deferred Inflows	(16,603)	(4,324)
Increase (decrease) in accrued compensated absences	(60,529)	(20,887)
Net cash provided (used) by operating activities	$ 1,232,149	$ 1,203,886
NONCASH INVESTING,CAPITAL AND FINANCING ACTIVITIES		
Equipment purchased with leases	$ 16,999	$ -
	$ 16,999	$ -

The accompanying notes are an integral part of this statement.

Storm Water	Golf Course	Sunrise Theatre	Animal Adoption Center	Building Fund	Business-type Activities Totals
$ 2,097,585	$ (585,867)	$ (1,061,892)	$ (865,622)	2,125,896	$ 2,501,067
1,440,481	240,860	583,550	573	139,045	4,032,988
(798,011)	-	-	-	-	(631,626)
-	-	-	-	-	(93,215)
689,808	-	-	-	350	700,065
-	(1,303)	(13,341)	-	(1,153)	(32,028)
-	136,739	5,561	(43,184)	544,948	1,458,489
225,793	(3,009)	(126,573)	77,057	(73,303)	(69,634)
(602,827)	(658,030)	(2,750)	-	(23,393)	(1,388,706)
-	(568)	228,738	-	-	180,883
-	(2,377)	5,936	4,251	(8,425)	(21,429)
-	(58,770)	156,463	105,693	(222,259)	(441,806)
-	(3,125)	280	1,417	(12,109)	(34,464)
-	2,489	10,203	-	32,302	(36,422)
$ 3,052,829	$ (932,961)	$ (213,825)	$ (719,815)	$ 2,501,899	$ 6,124,162
$ -	$ 230,663	$ -	$ -	$ 95,473	$ 343,135
$ -	$ 230,663	$ -	$ -	$ 95,473	$ 343,135

THIS PAGE INTENTIONALLY LEFT BLANK

TRUST FUNDS

♦ Pension Trust

General Employees

To account for the accumulation of resources to be used for retirement benefits of all City employees. The City has a multi-employer plan; therefore, other governmental units are included in the Fund.

Police Officers

To account for State and police officer's contributions to be used for future retirement benefits of all police officers.

City of Fort Pierce, Florida
STATEMENT OF FIDUCIARY FUNDS NET POSITION
September 30, 2023

	Pension Trusts
ASSETS	
Cash and cash equivalents	$ 384,440
Investments, at fair value:	
U.S. Government Securities	22,150,333
Mutual Funds	144,280,309
Municipal Bonds	226,310
Common Stock	16,161,240
Corporate Bonds	27,241,344
Real Estate Trust L.P.	26,448,491
Money Market	1,947,953
Total investments	238,455,980
Total cash and investments	238,840,420
Accounts receivable	367,077
Prepaid taxes	189,925
Accrued interest receivable	453,316
Total assets	239,850,738
LIABILITIES AND NET POSITION	
LIABILITIES	
Accounts payable and accrued liabilities	12,742,924
Total liabilities	12,742,924
NET POSITION-RESTRICTED FOR PENSION BENEFITS	$ 227,107,814

The accompanying notes are an integral part of this statement.

City of Fort Pierce, Florida
STATEMENT OF CHANGES IN FIDUCIARY FUNDS NET POSITION
Year ended September 30, 2023

	Pension Trusts
ADDITIONS	
Contributions	
Employer	$ 6,367,089
Employees	2,729,223
State-Via the General Fund	544,239
Total contributions	9,640,551
Investment income	
Interest	2,281,820
Dividends	2,301,782
Net depreciation in fair value of investments	17,386,601
Total investment income	21,970,203
Investment expenses	(961,816)
Net investment income	21,008,387
Total additions	30,648,938
DEDUCTIONS	
Retirement benefits paid	18,044,820
Refunds of employee contributions	685,932
Drop payments	168,500
Administrative expenses	298,983
Total deductions	19,198,235
Net Increase(Decrease)	11,450,703
NET POSITION-RESTRICTED FOR PENSION BENEFITS	
Beginning of year	215,657,111
End of year	$ 227,107,814

The accompanying notes are an integral part of this statement.

THIS PAGE INTENTIONALLY LEFT BLANK

NOTES TO THE FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements of the City of Fort Pierce, Florida (City) have been prepared in conformity with accounting principles ("GAAP") generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board ("GASB") is the standard-setting body for governmental accounting and financial reporting.

1. REPORTING ENTITY

The City of Fort Pierce, Florida was incorporated in 1901 under the general law. This incorporation was validated by Act of the State Legislature, Chapter 5100, Acts 1901. The City covers an area of approximately 35.89 square miles and is located in St. Lucie County, Florida. The City operates under an elected City Commission (5 members) and provides services to its more than 49,508 residents in the form of law enforcement, street maintenance, solid waste, culture and recreation, planning and zoning, human resources and general administrative services.

The accompanying financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is financially accountable or entities which should be included in the City's financial statements because of the nature and significance of their relationship with the primary government.

The decision to include a potential component unit in the City's reporting entity is based on the criteria stated in GASB Statement No. 14 – *The Financial Reporting Entity*, as amended by GASB 39,"*Determining Whether Certain Organizations are Component Units"* and GASB 61, "*The Financial Reporting Entity; Omnibus an Amendment of GASB Statements No. 14 and No. 34"* which includes the ability to appoint a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burden on the City, or the nature and significance of the relationship between the City and the organization is such that exclusion would cause the City's financial statements to be incomplete.

Blended component units, although legally separate entities, are, in substance, part of the City's operations. Accordingly, data from these component units are included with data of the primary government. The discretely presented component unit, on the other hand, is reported in a separate column in the financial statements to emphasize that it is legally separate from the City. The financial activities and balances for each blended and discretely presented component units are as of and for the period ended September 30, 2023.

A. BLENDED COMPONENT UNITS

Community Redevelopment Agency

The Community Redevelopment Agency (CRA) was established for the purpose of carrying out redevelopment activities for certain areas existing in the City of Fort Pierce. The members of the governing board are comprised of the Fort Pierce City Commission. The CRA's budget is subject to approval by the City Commission and the primary government has operational responsibility for the CRA. Complete financial statements of the CRA can be obtained from the finance department office located at 100 North US #1, Fort Pierce, Florida 34950.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

1. REPORTING ENTITY (CONTINUED)

B. DISCRETELY PRESENTED COMPONENT UNIT

Fort Pierce Utilities Authority

The Fort Pierce Utilities Authority (Authority) provides electric, water, wastewater and natural gas services to residents and businesses of Fort Pierce and is responsible for the management and operations of the Manatee Observation and Education Center. The members of the governing board are appointed and/or removed from office by the Fort Pierce City Commission. The budget and rates for services are subject to the approval of the Commission. Complete financial statements of the Authority can be obtained from its administrative office located at 206 South Sixth Street, Fort Pierce, Florida 34948.

C. RELATED ORGANIZATION

Fort Pierce Housing Authority

The Mayor of Fort Pierce is responsible for appointing the members of the Board of the Fort Pierce Housing Authority (FPHA), but the City's accountability for this organization does not extend beyond making these appointments. The FPHA's operating and capital expenditures, including debt service, are financed entirely from federal grants and rentals. The City has no involvement in the determination of FPHA's budget or rental rates, and has no obligation for FPHA's outstanding debt. Hence, the FPHA is not considered a component unit of the City, and no financial information is included in these financial statements.

2. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. Separate financial statements are provided for governmental funds, propriety funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

The Government-Wide Statement of Net Position reports all financial and capital resources of the City, excluding those reported in the fiduciary funds. It is displayed in the format of assets and deferred outflows less liabilities and deferred inflows, equals net position, with the assets and liabilities shown in order of their relative liquidity. Net position is required to be displayed in three components: (1) net investment in capital assets, (2) restricted, and (3) unrestricted. The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. The restricted component of net position consists of restricted assets reduced by liabilities related to those assets. Restricted assets are those with constraints placed on their use that are either: (1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation. The unrestricted component of net position is the net amount of the assets and liabilities that are not included in the determination of net investment in capital assets or the restricted component of net position.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. The City chooses to eliminate the general and administrative charges between governmental activities to avoid a "doubling up" effect.

Separate financial statements are provided for governmental funds, propriety funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the *economic resources measurement focus* and the *full accrual basis of accounting*, as are the proprietary fund, and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The measurement focus of the governmental funds (in the Fund Financial Statements) is upon determination of financial position and changes in financial position rather than upon net income.

These governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considered property taxes as available if they are collected within 60 days after year-end. A six-month availability period is used for revenue recognition for all other governmental fund revenues. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxpayer-assessed property and other taxes, and charges for regularly billed or routinely provided services, are recorded as revenue when earned, taxpayer liability has been established and collectability is assured, or losses can be reasonably estimated. Licenses and fees, fines and forfeitures, and miscellaneous revenues are recorded when received in cash, because they are generally not measurable until actually received. Investment income from cash deposits is recorded as revenue when earned, since it is measurable and available.

The city reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The c*ommunity redevelopment agency-special revenue fund* accounts for the redevelopment of designated areas within the City. Financing is provided by an incremental increase in ad valorem taxes levied each year.

The *road impact fee-special revenue fund* accounts for the road impact fee revenue that is restricted for road work within the City.

The *half cent infrastructure-special revenue fund* accounts for the half cent sales tax revenue that is restricted for infrastructure projects within the City.

The A*merican rescue plan fund-special revenue fund* accounts for all American rescue plan grant funds that are restricted for use by statutory regulation.

The government reports the following major proprietary funds:

Business type activities

The *solid waste fund* is used to account for the solid waste disposal services provided to the residents of the City.

The *marina fund* is used to account for the activities of a special recreation facility for the residents of the City and the surrounding area.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The *storm water fund* is used to account for the storm water drainage and control services provided to the residents of the City.

The *golf course fund* is used to account for the activities of a special recreation facility for the residents of the City and the surrounding area.

The *sunrise theatre fund* is used to account for the activities of a historic theatre for the residents of the City and the surrounding area.

The *building fund* is used to account for the activities of a building department for the residents of the City.

The *animal adoption center* is used to account for the activities of a city's animal adoption services for the residents of the City.

Governmental activities

Additionally, the government reports the following fund types:

Fiduciary funds

The two pension trust funds account for the activities of the General Employees and the Police Officers' Pension Plans, which accumulate resources for pension benefit payments to qualified employees of the respective plans.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's solid waste disposal function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expense, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources, as they are needed.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE

a. Deposits and investments

The City has defined cash and cash equivalents to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. State statutes and local ordinances authorize the government and the component units to invest in various types of investments as discussed in a subsequent note.

Investments of the City, as well as for its component units, are reported at fair value within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application.*

Investments include the State Board of Administration Pooled Trust Fund which operates in accordance with appropriate state laws and regulations. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. Investments that do not have an established market are reported at estimated fair value based on market indicators regarded as measures of equity or fixed income performance results. The City does not have a significant amount of investments valued at other than quoted market prices, except in the pension trust funds. Amortization of premium and accretion of discount on investments purchased are not recorded over the term of the investment. The effect of this policy on the financial statements of the various funds is not significant. The reported value of the pool is the same as the fair value of the pool shares.

b. Receivables and payables

All trade receivables are shown net of an allowance for uncollectible accounts. Unbilled service receivables represent the estimated amount of accounts receivable for services that have not yet been billed. The amount represents a timing difference between the end of the financial statement cycle (month end) and the billing cycle (varying dates each billing period).

For leases where the City is Lessor, lease receivables were reported on October 1, 2021 upon implementation of GASB 87, Leases. Lease receivables are separated between current and noncurrent, and are reported at the present value of lease payments expected to be received during the lease term.

c. Due to/Due from

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans.) All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES,DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

d. Inventories and prepaid items

Inventories are valued at cost (using average cost) in governmental type funds and the lower of cost (weighted average) or market in business-type funds. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded as expenditures when consumed rather than when purchased.

e. Restricted assets

Certain proceeds from bonds, notes, and loans, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants and restrictions. As a general rule these restricted assets are maintained in separate accounts.

The Fort Pierce Utilities Authority has similar restricted assets.

f. Capital assets

Capital assets, include property, plant, equipment, and infrastructure assets (e.g., road, bridges, sidewalks, and similar items), which are reported in the applicable governmental or business-type activities columns on the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, works of art, and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component units, is depreciated using the straight line method over the following estimated lives:

Buildings and improvements	3-55 years
Improvements other than buildings	20-25 years
Equipment	3-20 years
Public domain infrastructure	15-75 years
Right to use/Subscription assets	Shorter of lease term or useful life

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

g. Leases

City as lessor:

The City is a lessor for noncancellable leases of commercial real estate. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date.

Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term. Key estimates and judgements were used in how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable is composed of variable payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

City as lessee:

The City is a lessee for noncancelable leases of vehicles and equipment. The City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements.

At the commencement of the lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of lease liability, adjusted for any payments made at or before the lease commencement date, plus certain initial direct costs. The lease asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

Key estimates and judgements related to leases include how the City determines: (1) the discount rate it uses to discount the expected lease payment to present value, (2) lease term, and (3) lease payments.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

g. Leases (continued)

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option prices that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

h. Subscription Based Information Technology Arrangements

The City has noncancellable subscription-based information technology arrangements (SBITAs) to finance the use of information technology software. The City recognizes a liability (the "subscription liability") and an intangible, right-to-use subscription asset (the "subscription asset") in the governmentwide financial statements. The City recognizes a subscription liability with an initial, individual value of at least $50,000 or more.

At the commencement of the SBITAs, the City initially measures the subscription liability at the present value of subscription payments expected to be made during the subscription term. Future subscription payments are discounted using either the implicit rate or the City's incremental borrowing rate if the interest rate is not readily determinable. The subscription liability is reduced by the principal portion of the subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, plus payments made before the commencement of the subscription term and capitalizable implementation costs. The subscription asset is reduced for any vendor incentives received. The subscription asset is amortized on a straight-line basis over the subscription term.

Key estimates and judgments related to the SBITAs include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) term of the SBITAs, and (3) subscription payments.

- The City uses the interest rate charged on the SBITAs as the discount rate. When the interest rate charged on the SBITAs is not provided, the City uses its estimated incremental borrowing rate as the discount rate.
- The term includes the noncancellable period of the SBITAs plus option periods, which one party may exercise, that the City is reasonably certain will be exercised.
- The subscription payments included in the measurement of the subscription liability are composed of fixed or fixed in substance payments and other payments associated with the SBITAs that the City is reasonably certain to make based on an assessment of all relevant factors.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION/FUND BALANCE (CONTINUED)

h. Subscription Based Information Technology Arrangements (continued)

The City monitors changes in circumstances that would required a remeasurement of its SBITAs and will remeasure the subscription liability and asset if certain changes occur that are expected to significantly affect the amount of the subscription liability. The subscription liabilities are reported with long-term debt and the subscription assets are reported with other capital assets on the Statement of Net Position.

i. Deferred outflows/inflows of resources

The Statement of Net Position includes a separate section for Deferred Outflows of Resources. This represents a consumption of net assets applicable to future periods and will be recognized as expenditures in the future period to which it applies. This category includes a Deferred Charge on Refunding reported on the Government-wide Statement of Net Position. The deferred charge on refunding is the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or the refunding debt. This category also contains amounts related to pensions and OPEB for certain actuarially determined differences projected and actual investment earnings.

The Statement of Net Position also includes a separate section for Deferred Inflows of Resources. This represents the acquisition of net assets applicable to future periods and will be recognized as revenue in the future period to which it applies. Currently, this category includes revenue received in advance, and amounts related to pensions, OPEB, and leases for certain actuarially determined differences between projected and actual experience.

Deferred Inflows of Resources in the Governmental Funds Balance Sheet include unavailable revenue. Unavailable revenue consists primarily of special assessment, loans and notes receivable. The city considers revenues available if they are collected within 60 days of the end of the fiscal year.

j. Compensated absences

Accumulated unpaid vacation and sick pay and the benefits associated with them are accrued when incurred in all proprietary fund types and in the component units. In governmental and Fiduciary fund types, the cost of vacation and sick pay is recognized when payments are made to employees or when matured, as a result of employee resignation or retirement.

All sick and vacation pay is accrued when incurred in the Government-Wide Financial Statements.

k. Other Post Employment Benefits

The City provides certain health care and life insurance benefits for retired employees. The primary government recognizes the costs associated with providing these benefits as claims are paid. In the Government-Wide Financial Statements and proprietary fund types in the Fund Financial statements, other post employment benefits are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION (CONTINUED)

l. Long-term obligations

In the Government-Wide Financial Statements and propriety fund types in the Fund Financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, as well as insurance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond insurance costs are reported as deferred charges and amortized over the term of the related debt.

In the Fund Financial Statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

m. Fund equity

The City implemented GASB No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions", for the year ended September 30, 2011. The Statement requires the fund balance of governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

5. ACCOUNTING ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

6. RESTATEMENT OF PRIOR YEAR NET POSITION

The October 1, 2022 beginning net position has been restated due to the implementation of GASB Statement 96:

				Proprietary Funds				
	Governmental Activities	Business-type Activities	Total	Marina	Solid Waste	Golf Course	Sunrise	Building
Beginning Net Position	$ 75,813,472	$ 76,544,963	$ 152,358,435	$ 25,731,482	$ 514,455	$ 378,937	$ 9,178,728	$ 7,684,458
Net GASB 96 SBITA adjustment	611,710	(24,024)	587,686	(426)	(341)	(255)	(255)	(22,747)
Beginning Net Position-Restated	$ 76,425,182	$ 76,520,939	$ 152,946,121	$ 25,731,056	$ 514,114	$ 378,682	$ 9,178,473	$ 7,661,711

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

7. NEW PRONOUNCEMENT

In May 2020, the GASB issued Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96), which became effective for fiscal year ended June 30, 2023. The objective of this statement is to improve financial reporting by establishing a definition for subscription-based information technology arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

NOTE B - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

1. Budgetary Information

The appropriated budget is the expenditure authority created by the appropriation ordinance which is signed into law along with related estimated revenues for the general fund, one major special revenue fund; community redevelopment agency fund, and the following non-major special revenue funds: police grant fund, state housing initiatives program fund, community development block grant fund, and hurricane housing recovery grant fund.

The amended budget reflects the appropriated budget for the general fund and certain special revenue funds. Budgets are not adopted for governmental funds other than the general fund and previously noted major and non-major special revenue funds. All annual appropriations lapse at fiscal year end.

The City follows these procedures in establishing the appropriated budget reflected in the financial statement:

a. Prior to August 15, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

b. Public hearings are conducted to obtain taxpayer comments.

c. Prior to October 1, the budget is legally enacted through passage of an ordinance.

d. Formal budgetary integration is employed as a management control device during the year for the general fund, certain major and non-major special revenue funds. Formal budgetary integration is not employed for debt service funds because effective budgetary control is alternately achieved through general obligation bond indenture provisions.

e. Budgets for the general fund, certain major and non-major special revenue funds are adopted on a basis consistent with generally accepted accounting principles. (GAAP).

NOTE B - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

f. The level of control (level at which expenditures may not exceed budget) is the department. Department heads may move budget appropriations from one line item to another line item within his/her department with the approval of the Director of Finance. Transfers of budget appropriations between departments must be approved by the Director of Finance and the City Manager. Any increase in budget over what was appropriated must be approved by the City Commission. Unexpended balances of appropriations lapse at year end.

g. In accordance with past practices, after the close of the year, the budget has been amended to reflect changes in available revenues and transfers of appropriations between departments and programs.

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

"Total fund balances" as reported on the City's Governmental Funds Balance Sheet $43,555,464 differs from the "net position" of governmental activities $79,775,006 that are reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the Governmental Funds Balance Sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (land, buildings and improvements, infrastructure, machinery and equipment, and construction in progress that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position includes those capital assets among the assets of the city as a whole:

Cost of capital assets, not being depreciated	$	24,455,329
Cost of capital assets, being depreciated		238,993,391
Accumulated depreciation		(159,158,760)
Total	$	104,289,960

Long-term debt transactions

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2023 were:

Bonds and notes payable	$	(43,707,585)
Lease liability and SBITA		(3,665,258)
Other post employment benefits		(1,882,840)
Net Pension Liability		(33,698,964)
Compensated absences		(3,824,043)
Total	$	(86,778,690)

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position (continued)

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds and revenue notes.

Bond and revenue notes	$	(275,345)

Prepaid Insurance and Deferred Charge on Refunding

Bond insurance costs and deferred charge on refunding in the Statement of Net Position differs from the amount reported in governmental funds because bond insurance costs and the difference between the carrying value of refunded debt and its reacquisition price are capitalized and amortized over the term of the bonds, whereas these costs are reported as expenditures in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance.

Net bond insurance costs	$	17,149
Net Deferred charge on refunding	$	1,692,695

Unavailable revenues

Unavailable revenues in the Statement of Net Position differ from the amount reported in governmental funds due to various receivables. Governmental fund financial statements report unearned revenues or revenues which are measurable but not available, as unavailable revenues. However, unavailable revenues in governmental funds are subject to full accrual on the government-wide financial statements.

Liens receivable	$	8,414,936
Loans receivable		44,881
Lease receivable		677,886
Notes receivable		1,555,260
Allowance for doubtful accounts		(7,304,108)
Deferred revenues	$	3,388,855

Deferred Inflows and Outflows from Pension, OPEB, and Lease Activity

Deferred inflows and outflows related to pensions, OPEB, and leases are not financial resources and are not reported in governmental funds.

Deferred Inflows-Pensions and OPEB and Leases	$	(1,509,505)
Deferred Outflows-Pensions and OPEB	$	15,394,423

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

Elimination of inter-fund receivables/payables

Inter-fund receivables and payables in the amount of $1,144,867 between governmental funds have been eliminated for the Statement of Net Position.

The "net change in fund balances" for government funds $6,107,897 differs from the "change in net position" for governmental activities $3,349,824 reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets are purchased, or constructed for governmental activities, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decreases by the amount of depreciation expense charged for the year.

Capital outlay	$	6,005,092
Depreciation expense		(6,197,784)
	$	(192,692)

In the Statement of Activities, only the gain and loss on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net assets differs from the change in fund balance by the adjusted basis of the capital assets sold. Also, governmental funds do not show contributions of capital assets. Thus, the change in net assets differs from the change in fund balance by the acquisition value of the asset at date of contribution.

Net book value of capital assets disposed	$	(16,155)

In the Statement of Activities, debt proceeds increase long-term liabilities. However, in the governmental funds, debt proceeds are treated as other financing sources (uses) since they provide current financial resources to governmental funds.

Lease and SBITA Obligation Proceeds	$	(1,320,633)

NOTE C – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

Long-term debt transactions

Repayments of principal on bonds, notes, leases and SBITAs are reported as expenditures in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used. Principal payments reduce the liabilities in the Statement of Net Position, but do not result in an expense in the Statement of Activities.

Bond, notes, lease and SBITA principal payments	$ 6,130,746

Some expenses reported in the Statement of Activities do not require the use of current financial resources, and therefore, are not reported as expenditures in the governmental funds. The amounts listed below are the net of prior and current fiscal years and are included in the Statement of activities.

Net change in other post employment benefits	$ (38,724)
Net change in compensated absences	$ (134,180)
Net interest adjustment	$ 28,632
Net Change in Pension Asset/Liability	$ (7,210,659)

Bond issuance costs

Bond issuance costs are reported as expenditures in the governmental funds. However, in the Statement of Activities, the bond issuance costs are amortized over the terms of the bond agreement.

Amortization expenses	$ 158,618

Deferred revenues

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.

Net change in Deferred Revenue	$ (163,026)

Reclassification and Eliminations

The General Fund recognizes revenues in the amount of $1,371,046 for the general administrative charges to the various functions. These revenues and expenditures must be eliminated to avoid "double counting". Transfers in and transfers out in the amount of $15,287,071 between governmental activities are eliminated in the government-wide financial statements.

NOTE D – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments. The carrying amount of these deposits at September 30, 2023 was $50,266,413 and the bank balance was $50,091,403. The deposits are insured by federal depository insurance or collateralized under the provisions of Chapter 280, Florida Statutes.

Deposits - Florida statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral for their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits. The City had deposits only with qualifying institutions as of September 30, 2023, or with banks in which depository insurance was sufficient to cover the deposit balance.

Cash resources of the individual funds are combined to form a pool of cash and investments which is managed by the City Finance Director. Cash equivalents consist of demand deposits, certificates of deposit, and money market accounts. Investments in the pooled fund consist of Repurchase agreements (overnight), Treasury notes, and Government securities.

The FPUA also invests in the SBA Florida PRIME Local Government Surplus Fund which are governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. Additionally, the Office of the Auditor General performs the operational audit of the activities and investments of the SBA. Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Florida PRIME has met the criteria as a “2a7-like” pool; this pool was assigned a rating of AAAm by the Standards and Poor’s Rating Service. The FPUA has a $5,931,787 balance at September 30, 2023. The fair value of the position in the pool is valued the same as the pooled shares.

The Florida Municipal Investment Trust (Municipal Trust) was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust. The Municipal Trust is not a registrant with the Securities and Exchange Commission (SEC); however the board has adopted operating procedures consistent with the requirements for a “2a-7 like” pool.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

The City has implemented the GASB Statement No. 72 *Fair Value Measurement and Application* by categorizing its investments according to the fair value hierarchy established by the statement. The hierarchy is based on the valuation input used to measure the fair value of the asset as follows:

Level 1- inputs are quoted prices for identical assets or liabilities in active markets that a government can access at the measurement date.
Level 2- inputs-other than quoted prices included within level 1-debt securities classified as level 2 are valued using a matrix pricing technique.
Level 3- unobservable inputs for an asset or liability.

A summary of pooled cash and investments as of September 30, 2023 is as follows:

	Primary Government	Component Unit-FPUA
Cash	$ 3,989,683	$ 5,290,142
Investments:		
Certificates of Deposit and CDARS	-	7,806,775
State Board of Administration pooled trust fund	-	5,931,787
Florida Municipal Investment trust	49,681	-
Money market	-	4,454,775
Repurchase agreements	46,227,049	42,479,030
Total investments	46,276,730	60,672,367
Total pooled cash and investments	$ 50,266,413	$ 65,962,509

All investments held in the primary government and component unit at September 30, 2023 have maturity dates less than one year.

A summary of investments held in pension trust funds as of September 30, 2023 is as follows:

	Fair Value Measurements		
	Level 1	Level 2	Level 3
U.S. Agencies	$ 22,150,333	$ -	$ -
Municipal Bonds	226,310	-	-
Corporate obligations	-	27,241,344	-
Common stock	16,161,240	-	-
Mutual funds-equity	144,280,309	-	-
Real estate trust L.P.	-	-	25,391,429
Common trust fund	-	-	1,057,062
Money market funds	1,947,953	-	-
	$ 184,766,145	$ 27,241,344	$ 26,448,491

NOTE D – CASH AND INVESTMENTS (CONTINUED)

	Investment Maturities in Years					
	under 1	1-5	6-10	10-20	over 20	total
U.S. Agencies	$ -	$ -	$ 2,021,317	$ 2,358,305	$ 17,770,711	$ 22,150,333
Municipal Bonds	-	-	-	-	226,310	226,310
Corporate obligations	-	1,152,480	12,849,325	3,217,320	10,022,219	27,241,344
Common stock	16,161,240	-	-	-	-	16,161,240
Mutual funds-equity	144,280,309	-	-	-	-	144,280,309
Real estate trust L.P.	25,391,429	-	-	-	-	25,391,429
Common trust fund	1,057,062	-	-	-	-	1,057,062
Money market funds	1,947,953	-	-	-	-	1,947,953
	$ 188,837,993	$ 1,152,480	$ 14,870,642	$ 5,575,625	$ 28,019,240	$ 238,455,980

Credit Risk. State law limits investments in corporate notes to the top two ratings issued by nationally recognized statistical ratings organizations (NRSROs). It is the City's policy to limit its investments in these investment types to A or better, with a maximum 15% discretionary allocation to BBB by Standard and Poor's. Money Market securities rated A1/P1 by Standard and Poor's/Moody's are allowed. The City has certain investments in an unrated 2a7-like investment pool administered by the Florida League of Cities.

As of September 30, 2023, the pension plans had the following fixed income investments with corresponding credit ratings:

	Credit Rating	Amount
Corporate Bonds	A1	4,387,038
Corporate Bonds	A2	4,901,090
Corporate Bonds	A3	5,209,211
Corporate Bonds	Aaa	2,265,768
Corporate Bonds	Aa1	-
Corporate Bonds	Aa2	599,338
Corporate Bonds	Aa3	468,443
Corporate Bonds	Baa1	5,311,707
Corporate Bonds	Baa2	2,333,357
Corporate Bonds	Baa3	635,906
Corporate Bonds	not rated	1,129,486
		$ 27,241,344
Municipal Bonds	A2	$ 226,310

NOTE D – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy discourages long-term investments. For the City's pension plans, maturities are significantly longer. The pension system may invest in various mortgaged-backed securities, such as collateralized mortgage obligations. These securities are based on cash flows on underlying mortgages. Therefore, they are sensitive to prepayments by mortgagees, which may result from a decline in interest rates.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the city will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's pension funds consist of uninsured, unregistered investments held by a counterparty's trust department but not in the City's name.

Investments - The primary government, except for the Enterprise Fund and Expendable Pension Trust Funds, is authorized by Ordinance to invest in:

1. Local Governmental Surplus Trust Funds
2. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State or the United States and doing business in this State as detailed in the investment policy of the City.
3. Deposits and certificates of deposit in out-of-state banks, savings and loan associations and other regulated financial institutions as may be required by contractual agreements when approved by the City Commission.
4. Negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government at the then prevailing price for such securities.
5. Repurchase Agreements, secured by the type of investment listed above, restricted as to acquisition, term, and market value.

The FPUA (a component unit) is authorized by resolution to invest in:

1. Local Government Surplus Trust Funds.
2. Negotiable direct obligations of the United States Government, or obligations, the principal and interest which are unconditionally guaranteed by the United States Government.
3. Obligations of the Federal Farm Credit Banks, the Federal Home Loan Mortgage Corporation, including Federal Home Loan Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association, U. S. Treasury, agencies, and instrumentalities.
4. Repurchase Agreements secured by the type of investment listed above, restricted as to acquisition, term and fair value.

NOTE D – CASH AND INVESTMENTS (CONTINUED)

5. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State, in national banks organized under the laws of the United States and doing business and situated in this State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in this State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.

6. Deposits and certificates of deposit in out-of-state banks, savings and loan associations and other regulated financial institutions insured by the FDIC.

7. Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

The General Employees Pension Trust Fund is authorized by resolution to invest in:

1. Common and preferred stock issues.

2. Publicly traded Government, corporate, and agency bonds.

3. Publicly traded money market securities.

The Police Officers Pension Trust Fund is authorized by resolution to invest in:

1. Common and preferred stock issues. (Limited to holdings of less than five percent of any one entity's stock, and aggregate stock holdings of less than fifty percent of total plan assets.)

2. Publicly traded Government, corporate, and agency bonds.

3. Publicly traded money market securities.

4. Interest-bearing time deposits or savings accounts in banks organized under the laws of this State or the United States and doing business in this State as detailed in the investment policy of the Police Officers' Pension Trust Fund.

NOTE E - PROPERTY TAXES

The City's property tax is levied by St. Lucie County each November 1 on the assessed value listed as of the prior January 1 for real and personal property located in the City. Property taxes become a lien on the first day of the levy year and are due on or before March 31. Assessed values are established by the St. Lucie County Property Appraiser. The assessed value at January 1, 2023, upon which the 2022-2023 levy is based, was $3,317,296,532.

The City is permitted by State law to levy taxes of up to 10 mills of assessed valuation for the General Fund. Taxes are levied at 6.9 mills for the General Fund for the fiscal year ended September 30, 2023.

NOTE F - ACCOUNTS RECEIVABLE/NOTES RECEIVABLE

Accounts Receivable

Accounts receivable held by the primary government's enterprise funds and the FPUA (a component unit) are stated net of allowances for estimated uncollectibles of $15,639 for the marina, $27,235 for sanitation, $0 for storm water, $0 for golf course, $0 for building, and $886,448 the FPUA, respectively. The general fund accounts receivable is stated net of allowance for estimated uncollectibles of $7,304,108. No other allowance is provided for receivables held by governmental or fiduciary fund types because, in the opinion of management, all such accounts are collectible.

Notes Receivable

Notes Receivable is comprised of various down payment assistance loans as part of the City's redevelopment plan. The terms of the notes range from 5 to 30 years with interest rates from 0% to 5% based on the recipient's income level.

NOTE G - DUE FROM OTHER GOVERNMENTS

Amounts due from other governments include $707,286 from U.S. Department of Housing & Urban Development, $731,765 from Federal Department of Justice, $28,157 from Federal Homeland Security, $20,622 from St. Lucie County, $22,660 from Department of State, $44,795 from Florida Attorney General, $72,500 from Florida Fish and wildlife, $335,278 from Florida Department of Transportation, $151,609 from the Florida Department of Economic Opportunity, $89,244 from Florida Department of Law Enforcement, $2,052 due from St. Lucie County Housing Authority, $62,460 due from the Florida Division of Emergency Management, and $5,122 due from the State of Florida.

NOTE H - CAPITAL ASSETS

Capital asset activity of the **primary government** for the year ended September 30, 2023 was as follows:

Governmental Activities:

	Beginning Balance *	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 22,928,153	$ -	$ -	$ -	$ 22,928,153
Construction in Progress	1,658,514	1,297,815	(1,508)	(1,427,645)	1,527,176
Total capital assets, not being depreciated	24,586,667	1,297,815	(1,508)	(1,427,645)	24,455,329
Capital assets, being depreciated and amortized:					
Buildings	44,020,793	-	-	-	44,020,793
Improvements other than buildings	53,773,386	2,636,623	-	1,427,645	57,837,654
Equipment					
Equipment	19,425,157	614,009	-	-	20,039,166
Right to use asset	4,530,135	1,260,504	(43,773)	-	5,746,866
Software subscriptions	2,228,410	196,141	-	-	2,424,551
	26,183,702	2,070,654	(43,773)	-	28,210,583
Infrastructure	108,924,361	-	-	-	108,924,361
Total	232,902,242	4,707,277	(43,773)	1,427,645	238,993,391
Less accumulated depreciation and amortization for:					
Buildings	(19,711,175)	(1,155,501)	-	-	(20,866,676)
Improvements other than buildings	(27,978,725)	(1,012,558)	-	-	(28,991,283)
Equipment					
Equipment	(13,819,041)	(1,470,403)	-	-	(15,289,444)
Right to use asset	(1,602,338)	(903,545)	29,126	-	(2,476,757)
Software subscriptions	(623,605)	(520,425)	-	-	(1,144,030)
	(16,044,984)	(2,894,373)	29,126	-	(18,910,231)
Infrastructure	(89,255,218)	(1,135,352)	-	-	(90,390,570)
Total accumulated depreciation and amortization	(152,990,102)	(6,197,784)	29,126	-	(159,158,760)
Total capital assets, being depreciated and amortized, net	79,912,140	(1,490,507)	(14,647)	1,427,645	79,834,631
Total capital assets, net	$ 104,498,807	$ (192,692)	$ (16,155)	$ -	$ 104,289,960

* ***Begjnning capital assets have been increased by $1,604,805 due to the implementation of GASB 96***

Depreciation expense charged to functions/programs of the **primary government** (governmental activities) for the year ended September 30, 2023 was as follows:

General government	$ 755,391
Public safety	914,408
Transportation	4,027,749
Economic environment	100,163
Culture and recreation	400,073
Total	$ 6,197,784

NOTE H - CAPITAL ASSETS (CONTINUED)

Business-type activities:

	Beginning Balance *	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 674,008	$ -	$ -	$ -	$ 674,008
Construction in Progress	473,818	257,266	(4,228)	(214,377)	512,479
Total capital assets, not being depreciated	1,147,826	257,266	(4,228)	(214,377)	1,186,487
Capital assets, being depreciated and amortized:					
Buildings	17,929,814	-	-	-	17,929,814
Improvements other than buildings	109,800,839	1,348,824	-	214,377	111,364,040
Equipment					
Equipment	12,306,774	246,677	-	-	12,553,451
Right to use asset	474,072	230,663	(171,603)	-	533,132
Software subscriptions	189,061	112,473	-	-	301,534
	12,969,907	589,813	(171,603)	-	13,388,117
Total	140,700,560	1,938,637	(171,603)	214,377	142,681,971
Less accumulated depreciation and amortization for:					
Buildings	(11,279,109)	(584,665)	-	-	(11,863,774)
Improvements other than buildings	(35,583,823)	(2,636,286)	-	-	(38,220,109)
Equipment					
Equipment	(10,222,082)	(643,942)	-	-	(10,866,024)
Right to use asset	(169,491)	(101,819)	171,601	-	(99,709)
Software subscriptions	(24,024)	(66,276)	-	-	(90,300)
	(10,415,597)	(812,037)	171,601	-	(11,056,033)
Total accumulated depreciation and amortization	(57,278,529)	(4,032,988)	171,601	-	(61,139,916)
Total capital assets, being depreciated and amortized, net	83,422,031	(2,094,351)	(2)	214,377	81,542,055
Total capital assets, net(restated)	$ 84,569,857	$ (1,837,085)	$ (4,230)	$ -	$ 82,728,542

* ***Begjnning capital assets have been increased by $165,037 due to the implementation of GASB 96***

Additions to accumulated depreciation and depreciation expense charged to functions/programs of the **primary government** (business-type activities) for the year ended September 30, 2023 was as follows:

Business-type activities:

Solid waste	$ 522,607
Marina	1,105,872
Stormwater	1,440,481
Golf course	240,860
Sunrise Theatre	583,550
Animal shelter	573
Building Fund	139,045
Total	$ 4,032,988

NOTE H - CAPITAL ASSETS (CONTINUED)

Capital asset activity of the **FPUA** (a component unit) for the year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Utility plant, not being depreciated:				
Land	$ 9,526,000	$ -	$ -	$ 9,526,000
Construction work in progress	23,731,073	33,132,829	(9,461,000)	47,402,902
Total utility plant, not being depreciated	33,257,073	33,132,829	(9,461,000)	56,928,902
Utility plant, being depreciated:				
Transmission, distribution and collection systems	388,014,180	8,530,929	(7,000)	396,538,109
Equipment	61,826,000	1,338,000	(872,000)	62,292,000
Structures and improvements	46,020,000	1,189,000	(82,000)	47,127,000
Right to use leased assets:				
Lease assets	154,000	156,000	(154,000)	156,000
Subscription assets	-	442,000	-	442,000
Total utility plant being depreciated	496,014,180	11,655,929	(1,115,000)	506,555,109
Less accumulated depreciation for:				
Transmission, distribution and collection systems	(231,969,135)	(10,799,196)	4,000	(242,764,331)
Equipment	(44,084,000)	(2,413,000)	718,000	(45,779,000)
Structures and improvements	(28,329,000)	(1,178,000)	81,000	(29,426,000)
Right to use leased assets:				
Lease assets	(146,000)	(18,000)	146,000	(18,000)
Subscription assets	-	(65,000)	-	(65,000)
Total accumulated depreciation	(304,528,135)	(14,473,196)	949,000	(318,052,331)
Total utility plant, being depreciated, net	191,486,045	(2,817,267)	(166,000)	188,502,778
Total utility plant, net	$ 224,743,118	$ 30,315,562	$ (9,627,000)	$ 245,431,680

Construction work in progress at September 30, 2023 consists principally of expansions and upgrades to the electric transmission and distribution system, water supply and distribution system, wastewater collection system, gas distribution system, and fiber communication system.

The **FPUA** has entered into contracts for the construction or expansion of various system assets as follows.

	Project Total	Expended to Date	Remaining Commitment	Required Further Financing
Wastewater	$ 140,995,000	$ 14,761,000	$ 126,230,000	None
Electric	380,000	126,000	254,000	None
Water	183,000	-	183,000	None
Gas	2,735,000	257,000	2,478,000	None
Administration	42,000	4,000	38,000	None
FPUAnet	506,000	450,000	56,000	None
	$ 144,841,000	$ 15,598,000	$ 129,239,000	

In addition, the component unit has entered into unit price contracts for the construction and renovation of system assets. These contracts are not firm commitments, and the contractors are utilized as needed. As of September 30, 2023, costs of $2,803,000 were authorized under these contracts, $1,758,000 has been spent, and authorized amounts of $325,000 remained.

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs

For the year ended September 30, 2023 the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

City as lessor:

Following is a summary of receivables and deferred inflows on long-term leases in which the City is the lessor, as of September 30, 2023:

	Lease Receivable			Deferred
	Current	Long-term	Total	Inflows
Governmental Activities:				
General Fund:				
Guardian Ad Litem	$ 27,823	$ 414,259	$ 442,082	$ 423,880
Little Jims	23,100	9,908	33,008	25,644
Fort Pierce Redevelopment:				
Cobbs Landing	71,182	131,614	202,796	148,029
Total governmental activities	$ 122,105	$ 555,781	$ 677,886	$ 597,553
Business-type Activities:				
Marina:				
Crabby's Dockside	$ 28,594	$ 3,416,492	$ 3,445,086	$ 3,131,030
Total business activities	$ 28,594	$ 3,416,492	$ 3,445,086	$ 3,131,030

Guardian Ad Litem-On April 15, 2021, the City, as lessor, entered into an interlocal agreement with St Lucie County, the lessee, to provide office space for Guardian Ad Litem Services ("the tenant"). The office space is located on the second floor of the Sunrise Center located at 300 Orange Ave. The lease is a 15-year lease with monthly payments of $3,750. The lease has an incremental interest rate of 4%. Inflows of $33,912 were recognized during the fiscal year ended September 30, 2023, related to this lease.

Little Jims- In March 2010, the City, as a lessor, entered in an agreement with Little Jim Bait and Tackle, Inc (the "tenant"), the lessee, to rent land, building and certain improvements on the barrier island on the southeast side along the waterway at 601 North Causeway Drive. The original lease contained a 1-5 year renewal clause, and a conditional option for a single ten year lease extension. The 10-year lease extension was executed in March 2015 at a monthly rate of $2,000. The lease has an incremental interest rate of 4%. Rent is payable monthly. Inflows of $18,084 were recognized during the fiscal year ended September 30, 2023, related to this lease.

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs (CONTINUED)

Cobbs Landing-On December 15, 2005 the City's Redevelopment Agency, as a lessor, entered into an agreement with Ianco, LLC (the "tenant"), the lessee, to rent the restaurant facility located on the western side of the City's public marina and docking facility. Ianco, LLC, with the permission of the Agency, assigned the lease to Salty4Eleven, LLC DBA Cobb's Landing. The original lease agreement expired on June 30, 2021, and at that time both parties agreed to exercise the 5-year option stated in the original lease. Rent is payable monthly within five business days of the closing of any monthly period. Rent is the computed at the greater of 7.25% of all gross revenues or $6,500 per month. The lease has an incremental interest rate of 4%. Inflows of $53,808 were recognized during the fiscal year ended September 30, 2023, related to this lease.

Crabby's Dockside-December 2018, the City, as lessor, entered into an agreement with the Winking Star Fish LLC. (the "tenant"), the lessee, to construct and operate a restaurant facility (Crabby's Dockside) located at the City's public marina and docking facility. Commencement of the lease began on June 25, 2020, the date of occupancy and extends for a 20 year term, with 2, 5 year renewal options. Rent is payable monthly on the first day of each month. The lease terms call for an annual base rent of $160,356 for the 1st year and a 2% increase for subsequent years. In addition to the base rent the lease calls for an additional percentage of the tenant's gross revenues over the break point. When tenant's annual year-to-date revenues exceed the break points of $2,500,000 for food, $600,000 for alcohol, and $100,000 for ice-cream percentage rent is equal to 2%, 7% and 5% respectively of the tenant's gross revenue. The lease has an incremental interest rate of 4%. The Marina recognized inflows of $117,420, and other variable inflows of $18,826 during the fiscal year ended September 30, 2023.

Following is a summary of principal and interest on long-term leases the City expects to receive in years ending September 30 is as follows:

	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 122,105	24,895	$ 147,000	$ 28,594	141,859	$ 170,453
2025	112,948	20,052	133,000	33,231	140,631	173,862
2026	87,667	15,832	103,499	38,127	139,212	177,339
2027	31,364	13,636	45,000	43,293	137,593	180,886
2028	32,642	12,358	45,000	48,741	135,763	184,504
2029-2033	184,280	40,720	225,000	345,550	633,819	979,369
2034-2038	106,880	5,620	112,500	550,271	531,031	1,081,302
2039-2043	-	-	-	796,031	397,814	1,193,845
2044-2048	-	-	-	1,109,017	209,084	1,318,101
2049-2050	-	-	-	452,231	16,318	468,549
	$ 677,886	$ 133,113	$ 810,999	$ 3,445,086	$ 2,483,124	$ 5,928,210

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs (CONTINUED)

City as lessee:

Lease Payable

Governmental Activities
The City entered in a master lease August 2017 for the use of vehicles. As of September 30, 2023, the City is required to make monthly fixed payments of $95,473, including interest ranging from 3.61% to 4%.

Business-Type Activities
The City entered into a four year lease January 2022 for landscape equipment in the golf course fund. The City is required to make monthly fixed payments of $6,641 including interest at 4%.

The City entered into a four year lease July 2022 for equipment in the golf course fund. The City is required to make monthly fixed payments of $189, including interest at 4%.

The City entered in a lease December 2018 which expired in December 2022 for golf carts in the golf course fund. The lease was paid off during the year, therefore, no longer outstanding as of September 30, 2023.

The City entered in a lease February 2023 which expires in July 2027 for golf carts in the golf course fund. The City is required to make monthly fixed payments of $4,820, including interest at 5.6%.

Subscription Based Information Technology Arrangements

SHI- Microsoft (1)- September 2022 the City entered a 36-month subscription with SHI International for multiple licenses to the Microsoft platforms for the police division. An initial subscription liability and right to use asset was recorded in the amount of $136,191. The City is required to make annual fixed payments of $48,091,including interest at 4.00%.

ESRI- September 20023 the City entered a 36-month subscription with Environmental Systems Research Institute, Inc (ESRI) for use of Geographic Information Systems software. An initial subscription liability and right to use asset was recorded in the amount of $112,428 ($78,429 governmental activities and $33,999 business type activities). The City is required to make annual fixed payments of $39,700, including interest at 4.00%.

SHI- Microsoft (2)- September 2022 the City entered a 36-month subscription with SHI International for multiple licenses to the Microsoft platforms for the City and Enterprise funds. An initial subscription liability and right to use assets was recorded in the amount of $306,507 ($214,892 governmental activities and $91,615 business type activities). The City is required to make annual fixed payments of $108,231 including interest at 4.00%.

Axon - October 2021 the City entered a 60-month subscription with Axon Enterprises Inc for multiple licenses relating to police cameras and tasers. An initial right to use assets was recorded in the amount of $1,047,286. The subscription was paid in full so there is no subscription liability.

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs (CONTINUED)

Tyler SAAS– August 2021 the City entered a 60-month subscription with Tyler Technologies, Inc for use of Enterprise Resource Platform software for the City and Building Department. An initial subscription liability and right to use assets was recorded in the amount of $927,488 ($830,042 governmental activities and $97,446 business type activities). The City is required to make annual payments , 3 of $220,980 and 2 of $179,620, including interest at 4.00%.

Tyler CD & GIS – January 2023 the City entered a 43-month subscription with Tyler Technologies, Inc for use of Community Development and Geographic Information Systems platform software for the City and Building Department. An initial subscription liability and right to use assets was recorded in the amount of $196,185 ($117,711 governmental activities and $78,474 business type activities). The City is required to make annual payments , ranging from $43,997 to $58,663, including interest at 4.00%.

Following is a summary of lease and SBITA assets and liabilities of the city, as of September 30, 2023:

	Lease Right of Use Asset			Lease liability		
	Asset	Amortization	Total	Current	Long-term	Total
Governmental activities:						
Master vehicle lease	$ 5,746,866	$ 2,476,757	$ 3,270,109	$ 882,911	$ 1,878,960	$ 2,761,871
Business-type activities						
Landscaping equipment	294,120	63,726	230,394	74,194	97,007	171,201
Landscaping equipment	8,349	1,809	6,540	2,065	3,817	5,882
Golf Carts	230,663	34,170	196,493	47,906	151,201	199,107
	533,132	99,705	433,427	124,165	252,025	376,190
	SBITA asset			**SBITA obligation**		
Governmental activities:						
SHI microsoft subscription	136,191	49,179	87,012	45,221	47,048	92,269
ESRI Geographic system	78,429	2,179	76,250	26,042	27,106	53,148
SHI microsoft subscription	214,892	78,584	136,308	71,550	74,476	146,026
Axon	1,047,286	628,378	418,908	-	-	-
Tyler SAAS	830,042	361,075	468,967	140,053	354,180	494,233
Tyler CD & GIS	117,711	24,635	93,076	55,593	62,118	117,711
	2,424,551	1,144,030	1,280,521	338,459	564,928	903,387
Business-type activities						
ESRI Geographic system	33,999	944	33,055	11,289	11,747	23,036
SHI microsoft subscription	91,615	32,098	59,517	30,224	31,448	61,672
Tyler SAAS	97,446	40,833	56,613	45,769	-	45,769
Tyler CD & GIS	78,474	16,425	62,049	37,062	41,412	78,474
	301,534	90,300	211,234	124,344	84,607	208,951
Total Governmental activities	$ 8,171,417	$ 3,620,787	$ 4,550,630	$ 1,221,370	$ 2,443,888	$ 3,665,258
Total Business-type activities	$ 834,666	$ 190,005	$ 644,661	$ 248,509	$ 336,632	$ 585,141

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs (CONTINUED)

Requirements to pay principal and interest on the obligations in each of the years/periods ending September 30, is as follows:

	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 1,221,370	$ 107,213	$ 1,328,583	$ 248,509	$ 26,493	$ 275,002
2025	1,150,985	68,532	1,219,517	195,431	11,953	207,384
2026	735,540	39,100	774,640	94,230	4,779	99,009
2027	469,218	17,703	486,921	46,971	1,228	48,199
2028	88,145	1,145	89,290	-	-	-
	$ 3,665,258	$ 233,693	$ 3,898,951	$ 585,141	$ 44,453	$ 629,594

FPUA(component unit) entered into lease agreement for billing equipment and software on January 1, 2023. As of September 30, 2023, the outstanding balance was $142,000. The equipment was capitalized at its FMV of $136,000 with accumulated amortization of $14,000.

FPUA(component unit) has multiple software arrangements which are amortized over the the lease term ranging from 3 to 5 years. The SBITA's have been recorded at present value using an internal borrowing rate of 7.5%. The value of the right-to-use subscription as of September 30, 2023 is $442,000 with accumulated amortization of $65,000.

Requirements to pay principal and interest on the obligations in each of the years/periods ending September 30, is as follows:

	Lease Payable			SBITA Obligations		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 28,000	$ 12,000	$ 40,000	$ 100,000	$ 13,000	$ 113,000
2025	31,000	9,000	40,000	109,000	5,000	114,000
2026	33,000	6,000	39,000	-	-	-
2027	34,000	3,000	37,000	-	-	-
2028	16,000	1,000	17,000	-	-	-
	$ 142,000	$ 31,000	$ 173,000	$ 209,000	$ 18,000	$ 227,000

NOTE I – LEASES, FINANCED PURCHASES AND SBITAs (CONTINUED)

Financed Purchases

The city entered into a financed purchase agreement for sanitation vehicles in a August 2020. As of September 30, 2023, the outstanding balance is $400,664. The City is required to make monthly payments of $19,550 with interest at 2.67% maturing July 2025. The cost of the trucks were $1,096,915 with accumulated amortization of $676,413.

Future payments of the financed purchase agreement as of September 30, 2023 are as follows:

	Business-Type Activities
2024	$ 234,596
2025	175,947
	410,543
Less: Amount representing interest	(9,879)
Present value of future minimum lease payments	$ 400,664

Controlled lease with regulatory agency excluded from GASB 87
The City entered into a 25 year lease agreement, effective October 2012, with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The City, as lessee, agrees to certain conditions for the use of sovereign submerged land for the purpose of operating the Marina under an operating lease expiring September 23, 2037. Per the agreement, annual lease payments may be adjusted due to a change in the 5 year average consumer price index.

Minimum future rental payments under leases for each of the years/period ending September 30 are as follows:

2024	$ 32,302
2025	32,302
2026	32,302
2027	32,302
2028	32,302
Thereafter	290,718
	$ 452,228

Rent expense for the above referenced leases was $59,000 for the year ended September 30, 2023.

NOTE J – LONG TERM OBLIGATIONS

Long-term liability activity of the **primary government** for the year ended September 30, 2023 was as follows:

	Beginning Balance 10/1/2022	Additions	Reductions	Ending Balance 9/30/2023	Amounts Due within One Year	Amounts Due after One Year
Governmental Activities:						
Notes, bonds payable, and loans:						
Revenue notes	$ 21,622,443	$ -	$ 2,638,478	$ 18,983,965	$ 2,479,012	$ 16,504,953
Revenue bonds	23,930,000	-	1,990,000	21,940,000	2,090,000	19,850,000
Section 108 Loan	565,000	-	283,000	282,000	282,000	-
Unamortized items	3,022,169	-	520,549	2,501,620	-	2,501,620
	49,139,612	-	5,432,027	43,707,585	4,851,012	38,856,573
Other Liabilities:						
1 Lease payable and SBITA	3,563,892	1,320,633	1,219,267	3,665,258	1,221,370	2,443,888
Other post employment benefits	1,837,877	44,963	-	1,882,840	-	1,882,840
Net Pension Liability	32,548,966	1,149,998	-	33,698,964	-	33,698,964
Compensated absences	3,689,863	720,665	586,485	3,824,043	586,485	3,237,558
Total governmental activities	$ 90,780,210	$ 3,236,259	$ 7,237,779	$ 86,778,690	$ 6,658,867	$ 80,119,823
Business-type Activities:						
Notes, bonds payable, and leases:						
Revenue notes	$ 11,330,938	$ -	$ 1,496,547	$ 9,834,391	$ 1,529,396	$ 8,304,995
Revenue bonds	3,225,000	-	-	3,225,000	-	3,225,000
Unamortized items	(66,508)	-	(5,308)	(61,200)	-	(61,200)
	14,489,430	-	1,491,239	12,998,191	1,529,396	11,468,795
Other Liabilities:						
2 Lease payable and SBITA	447,174	343,135	205,168	585,141	248,509	336,632
Financed purchases	639,485	-	238,821	400,664	226,659	174,005
Other post employment benefits	353,980	-	21,429	332,551	-	332,551
Net Pension Liability	6,052,864	-	441,806	5,611,058	-	5,611,058
Compensated absences	654,428	54,001	90,423	618,006	86,014	531,992
Total business activities	$ 22,637,361	$ 397,137	$ 2,488,887	$ 20,545,611	$ 2,090,578	$ 18,455,033

1 beginning SBITA has been restated by an increase of $993,095 for the effects of GASB 96 implementation

2 beginning SBITA has been restated by an increase of $189,061 for the effects of GASB 96 implementation

Compensated absences	Beginning Balance 10/1/2022	Additions	Reductions	Ending Balance 9/30/2023
Governmental Activities:				
General Fund	$ 3,687,558	$ 712,557	582,078	$ 3,818,037
Community Development Block Grant	2,305	8,108	4,407	6,006
	$ 3,689,863	$ 720,665	$ 586,485	$ 3,824,043

The compensated absence liability, net pension liability and net other postemployment obligation attributed to governmental activities are being liquidated in the General Fund, and Community Development Block Grant.

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Governmental Activities

The City has outstanding Revenue Bonds and Notes from direct borrowings and direct placements related to its governmental activities totaling $40,923,965. The outstanding Revenue Bonds and Notes, or borrowing facilities are secured by the respective revenues and/or pledged revenues subject to budget and appropriation. The City's governmental activity bonds and notes that are secured by a pledge to budget and appropriate legally available non-ad valorem revenues require that the City ensure that before any additional borrowing or debt is incurred, (i) that the City's adjusted revenue for the immediately preceding fiscal year is equal to at least 200% of the Maximum Bond Service Requirement on all Debt to be outstanding following the issuance of such new Debt and (ii) 100% of any amounts owed for Policy Costs (as defined in various resolutions of the City), (iii) No additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

Governmental Activities Direct Placements

The City's Revenue bonds of $21,940,000 contain a provision defining the following events as a default: 1) failure to make payment, 2) dissolution, liquidation, or voluntary filing of bankruptcy, or 3) the City fails to perform any of the other covenants, conditions, agreements, and provisions contained in the bond or in the resolution. In the event of a default, which has not been remedied, after legal proceedings, pledged funds will be distributed. The Series 2021Bonds includes an additional default provision (a) so long as the Outstanding Series 2015A note or any debt issued to refinance the Series 2015A (the Bank Debt) remain outstanding and contain a right of acceleration upon an event of default, the Series 2021 Bonds shall also be subject to acceleration in the event the Bank Debt is accelerated and (b) it shall be a default under the Bond Resolution unless and until such event of default with respect to the Bank Debt has been waived by the holder of the Bank Debt.

$26,460,000 Capital Improvement Revenue and Refunding Bonds, Series 2019-The Series 2019 Bonds were issued for the purpose of: (i) advance refund the City's outstanding Capital Improvement Revenue Refunding Bonds, Series 2015, (ii) financing the cost of designing, permitting, constructing, reconstructing and equipping a marina project (iii) finance the costs of issuance of the Series 2019 bonds.

The Series 2019 Bonds and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2019 Bonds when due. Interest at 5%, is payable semi-annually and sinking fund installments ranging from $1,480,000 to $2,180,000 through September 1, 2038. Proceeds used to defease the Series 2015 Capital Improvement Revenue Refunding Note, and finance costs of a marina project. Current portion is $1,480,000.

This bond is split between Governmental activities (Original issue $23,235,000) and Business type activities (Original issue $3,225,000).

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

$6,875,000 Fort Pierce Redevelopment Revenue Refunding Bonds, Series 2021-The Series 2021 Bonds were issued for the purpose of: (i) advance refund the City's outstanding Redevelopment Revenue Refunding Note, Series 2015B, (ii) finance the costs of issuance of the Series 2021bonds.

The Series 2021 Bonds and interest thereon are payable from and secured by a first lien and pledge upon the Tax Increment Revenues. Interest at 4%, is payable semi-annually and sinking fund installments ranging from $610,000 to $845,000 through May 1, 2031. Proceeds used to defease the Series 2015B Capital Improvement Revenue Refunding Note. Current portion is $610,000.

Governmental Activities Direct Borrowings

The City's outstanding notes from direct borrowing and direct placements related to governmental activities of $18,983,965 contains a provision defining events of default as the following: 1) failure to make payment, 2) The City fails to performs any of the other covenants, conditions, agreements, and provisions contained in the Note or the Agreement, 3) any proceedings are willfully instituted effecting a compromise between the City and its creditors for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statue now or hereinafter enacted, 4) an admission in writing of its inability to pay debts as become due, 5) bankruptcy, insolvency, or declaration a financial emergency, and 6) if any court assumes control of the City or a substantial part of its property for the relief or aid of debtors. Upon the occurrence of a default the notes shall bear interest at the default rate. Acceleration of payments is remedy for event 1 only for non-remedied defaults. Non-remedied defaults for events 2-6, allow Noteholders to pursue legal proceedings for specific performance of any covenant or agreement and recover all costs and expense for proceedings. These amounts are payable only from pledged revenues.

In addition to the above, the City's 2015 A note from direct borrowing and direct placement related to governmental activities, contain additional default events: a) a final judgement for the payment of money of $1,000,000 or more (only if insurance is not available to cover the judgement), b) long term public debt ratings fall below Baa2 for Moody's or BBB for Fitch, or Standards & Poor's, c) the failure to adopt a budget depositing incremental revenue into the Redevelopment Trust Fund, and d) any breach of representations or warranties. These notes contain the same non-remedied defaults with the addition of an acceleration of payment for event B, and events 3, 4, 5&6 above.

$20,000,000 Redevelopment Revenue Refunding Note, Series 2015A-The Series 2015 Notes were issued for the purpose of: (i) currently refunding the Fort Pierce Redevelopment Bonds, Series 2005 and advance refund the Fort Pierce Redevelopment Bonds, Series 2006 (ii) finance the costs of issuance of the Series 2015 notes.

The Series 2015 Notes and interest thereon are payable from and secured by a first lien and pledge upon the Tax Increment Revenues. Interest at 3.2%, payable semi-annually and sinking fund installments ranging from $1,260,000 to $1,615,000 through May 1, 2031. Proceeds used to refund the Fort Pierce Redevelopment Bonds, Series 2005 and 2006. Current portion is $1,260,000.

NOTE J– LONG TERM OBLIGATIONS (CONTINUED)

Taxable Capital Improvement Revenue and Refunding Notes, Series 2020 A & B-The Series 2020 Notes were issued for the purpose of: (i) currently refund the City's outstanding Capital Improvement Revenue Note, Series 2014, (ii) advance refund the City's outstanding Taxable Capital Improvement Revenue Note, Series 2016A and Capital Improvement Revenue Notes, Series 2016B & 2016C (iii) finance the costs of issuance of the Series 2020 bonds.

The Series 2020 Notes and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2020 Notes when due.

$4,324,598 Series 2020A Notes with interest at 3.055%, payable semi-annually and sinking fund installments ranging from $53,950 to $701,902 through September 1, 2031. Proceeds used to defease the Series 2014 and 2016 Capital Improvement Revenue Notes. Current portion is $699,274.

$7,316,363 Capital Improvement Revenue and Refunding Notes, Series 2020C-The Series 2020 Notes were issued for the purpose of: (i) advance refund the City's outstanding Capital Improvement Revenue Refunding Note, Series 2018 (ii) finance the costs of issuance of the Series 2020 bonds.

The Series 2020 Notes and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2020 Notes when due. Interest at 1.264%, is payable semi-annually and sinking fund installments ranging from $712,558 to $734,572 through September 1, 2030. Proceeds were used to defease the Series 2018 Capital Improvement Revenue Refunding Notes. The current portion is $712,558 ($519,738 governmental activities portion).

This note is split between Governmental activities (Original issue $5,336,543) and Business type activities (Original issue $1,979,820).

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Governmental activities bonds and notes outstanding at September 30, 2023, consist of the following:

	Purpose	Amount Issued	Amount Outstanding	Interest Rate	Maximum Annual Debt Svc.
Revenue Bonds:					
Fort Pierce Capital Improvement Revenue and Refunding Bonds, 2019	Refunding	$ 23,235,000	16,290,000	5.00%	2,296,250
Fort Pierce Redevelopment Revenue Refunding Bonds, 2021	Refunding	$ 6,875,000	5,650,000	4.00%	878,800
		$ 30,110,000	$ 21,940,000		
Revenue Notes:					
Fort Pierce Redevelopment Revenue Refunding Notes,2015A	Refunding	$ 20,000,000	11,325,000	3.20%	1,666,680
Fort Pierce Capital Improvement Revenue Refunding Notes, 2020A	Refunding	$ 4,324,598	3,958,368	3.055%	749,307
Fort Pierce Capital Improvement Revenue Refunding Notes, 2020C	Refunding	$ 5,336,543	3,700,597	1.26%	566,514
		$ 29,661,141	$ 18,983,965		
Other Direct Borrowings:					
Section 108 Loan Payable	*see note below*	$ 3,395,000	$ 282,000	2.70%	290,347

Section 108 Loan Payable-The City entered into a Loan Guarantee Assistance Contract with the Secretary of Housing and Urban Development in 2009, for the construction of a shopping center by a developer. The City then executed a mortgage receivable with the developer to ensure repayment of the debt. The Note Payable requires semi-annual interest payments at 2.7%. Annual principal payments begin in 2013 and continue to 2024. The loan is secured by future Community Development Block Grant funds in the event that the developer defaults. Current portion is $282,000.

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Business-Type Activities

The City has outstanding Revenue Bonds and Notes from direct borrowings related to its business type activities totaling $13,059,391. The outstanding Revenue Bonds and Notes, or borrowing facilities are secured by the respective revenues and/or pledged revenues subject to budget and appropriation or a by the respective revenues from the operation of the related business-type activities.

The City's outstanding bonds of $3,225,000 and notes from direct borrowings related to business type activities of $3,296,491 contain the same provisions for events of defaults and remedies for non-remedied defaults as the direct borrowing and direct placements related to governmental activities. The City outstanding note from direct borrowings related to business type activities of $6,537,900 also contains the same provisions for default events, but acceleration of payment is not a remedy. Under this note from direct borrowings the only remedy for non-remedied defaults is to pursue legal proceedings for pledged revenues and expenses.

$3,225,000 Capital Improvement Revenue and Refunding Bonds, Series 2019-The Series 2019 Notes were issued for the purpose of: (i) advance refund the City's outstanding Capital Improvement Revenue Refunding Bonds, Series 2015, (ii) financing the cost of designing, permitting, constructing, reconstructing and equipping a marina project (iii) finance the costs of issuance of the Series 2019 bonds.

The Series 2019 Bonds and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2019 Bonds when due. Interest at 5%, is payable semi-annually and sinking fund installments attributed to the marina, ranging from $500,000 to $575,000 through September 1, 2038. Current portion is $0.

$3,920,771 Capital Improvement Revenue Note, Series 2014- The Series 2014 Notes were issued for the purpose of: (i) financing the construction of improvements and rehabilitation of the city owned and operated marina (ii) finance the costs of issuance of the Series 2014 notes.

The Series 2014 Notes and interest thereon are payable from net marina revenues and the half-cent sales tax sufficient to pay principal of and interest on the Series 2014 Notes when due. Interest at 3.19% is payable semi-annually and annual principal payments ranging from $295,777 to $346,491 through December 1, 2029. Proceeds used for construction costs related to the city owned marina. Current portion of note is $295,777.

8,655,200 Stormwater Revenue Refunding Note, Series 2021- The Series 2021 Notes were issued for the purpose of: (i) refunding the Stormwater Utility System Revenue Note Series 2016 (ii) finance the costs of issuance of the Series 2021 notes.

The Series 2021 Notes and interest thereon are payable from and secured by a first lien and pledge upon the Stormwater revenues. Interest at 2.10% and principal are payable in monthly installments ranging from $63,823 to $98,022 through October 1, 2030. Proceeds were used to currently refund the 2016 Stormwater Utility Revenue Notes. The Current portion is $1,040,800.

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

$1,979,820 Capital Improvement Revenue and Refunding Notes, Series 2020C-The Series 2020 Notes were issued for the purpose of: (i) advance refund the City's outstanding Capital Improvement Revenue Refunding Note, Series 2018 (ii) finance the costs of issuance of the Series 2020 bonds.

The Series 2020 Notes and interest thereon are payable from amounts the City has covenanted and agreed to appropriate in its annual budget by amendment if necessary, from non-ad valorem funds sufficient to pay principal of and interest on the Series 2020 Notes when due. Interest at 1.264%, is payable semi-annually and sinking fund installments ranging from $192,819 to $198,776 through September 1, 2030. Proceeds were used to defease the Series 2018 Capital Improvement Revenue Refunding Notes. The current portion is $192,819,

Business type activities bonds and notes outstanding at September 30, 2023, consist of the following:

	Purpose	Issued	Outstanding	Rate	Debt Svc.
Revenue Bonds:					
Fort Pierce Capital Improvement Revenue and Refunding Bonds, 2019	Refunding	$ 3,225,000	3,225,000	5.00%	596,750
Revenue Notes:					
Capital Improvement Revenue Note,2014A	Construction at Marina	$ 3,920,771	1,923,595	3.19%	354,781
Stormwater Revenue Refunding Note,2021	Refunding	$ 8,655,200	6,537,900	2.10%	1,168,758
Fort Pierce Capital Improvement Revenue Refunding Notes, 2020C	Refunding	$ 1,979,820	1,372,896	1.26%	210,173
		$ 14,555,791	$ 9,834,391		

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Requirements to pay principal and interest on the **primary government's** obligations in each of the years/periods ending September 30, is as follows:

Governmental Activities:

	Revenue Bonds			Revenue Notes		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 2,090,000	$ 1,040,500	$ 3,130,500	$ 2,479,012	$ 459,209	$ 2,938,221
2025	2,180,000	942,100	3,122,100	2,522,628	403,481	2,926,109
2026	2,285,000	839,450	3,124,450	2,575,044	346,427	2,921,471
2027	2,390,000	731,750	3,121,750	2,485,110	287,839	2,772,949
2028	2,515,000	619,050	3,134,050	2,531,916	229,614	2,761,530
2029-2032	10,480,000	1,232,600	11,712,600	6,390,255	330,857	6,721,112
	$ 21,940,000	$ 5,405,450	$ 27,345,450	$ 18,983,965	$ 2,057,427	$ 21,041,392

	Promissory Notes- Section 108 Loan		
	Principal	Interest	Total
2024	$ 282,000	8,347	290,347
	$ 282,000	$ 8,347	$ 290,347

Business-Type Activities:

	Revenue Bonds			Revenue Notes		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ -	$ 96,750	$ 96,750	$ 1,529,396	203,637	$ 1,733,033
2025	-	96,750	96,750	1,558,253	169,661	1,727,914
2026	-	96,750	96,750	1,597,042	134,892	1,731,934
2027	-	96,750	96,750	1,624,117	99,313	1,723,430
2028	-	96,750	96,750	1,268,522	66,752	1,335,274
2029-2033	500,000	483,750	983,750	2,257,061	49,090	2,306,151
2034-2038	2,725,000	249,750	2,974,750	-	-	-
	$ 3,225,000	$ 1,217,250	$ 4,442,250	$ 9,834,391	$ 723,345	$ 10,557,736

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Defeasance of Revenue Bonds/Notes Payable

In prior years, the city defeased certain outstanding Redevelopment Revenue Bonds payable from tax increment revenues. The city also defeased certain Sunshine Governmental Financing Commission Revenue Notes payable from Non-Ad Valorem Revenues appropriated in the City's annual budget. For each issue, the City deposited proceeds of the refunding bonds in an irrevocable trust account to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and liabilities for the defeased bonds are not included in the City's financial statements.

At September 30, 2023 the following bonds are considered defeased:

Bond Issue	Series	Beginning Balance 10-1-2022	Additions	Retirement	Ending Balance 9-30-2023
Redevelopment Revenue Bonds	2003	$ 760,000	$ -	$ 730,000	30,000
Capital Improvement Bonds	2008	17,425,000	-	1,335,000	16,090,000
Redevelopment Revenue Bonds	2006	10,580,000	-	835,000	9,745,000
Capital Improvement Revenue Refunding Bonds	2010	4,755,000	-	585,000	4,170,000
Capital Improvement Revenue Refunding Bonds	2015	20,395,000	-	1,760,000	18,635,000
Capital Improvement Revenue Refunding Notes	2016A	570,000	-	135,000	435,000
Capital Improvement Revenue Refunding Notes	2016B	530,000	-	50,000	480,000
Capital Improvement Revenue Refunding Notes	2016C	215,000	-	215,000	-
Capital Improvement Revenue Refunding Bonds	2018	5,465,000	-	620,000	4,845,000
		$ 60,695,000	$ -	$ 6,265,000	$ 54,430,000

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Component Unit

Long-term liability activity of the **FPUA(a component unit)** for the year ended September 30, 2023 was as follows:

	Beginning Balance 10/1/2022	Additions	Reductions	Ending Balance 9/30/2023	Amounts Due within One Year
Series 1999B(Accreted value)	$ 12,289,000	$ 476,000	$ 4,340,000	$ 8,425,000	$ 5,240,000
Series 2022A	143,500,000	-	-	143,500,000	-
Series 2022B	2,550,000	-	-	2,550,000	-
Total Revenue Bonds Payable	158,339,000	476,000	4,340,000	154,475,000	5,240,000
Direct Placements:					
Series 2016	7,832,000	-	328,000	7,504,000	335,000
	166,171,000	476,000	4,668,000	161,979,000	5,575,000
Unamortized items	8,104,000	-	685,000	7,419,000	-
Net Pension Liability	29,537,000	-	1,871,000	27,666,000	-
Lease obligations and SBITA's	11,060	599,000	259,000	351,060	128,000
Other Liabilities:					
Compensated absences	2,120,000	1,911,000	1,760,000	2,271,000	348,000
Other Post Employment Benefits	1,333,000	83,000	80,000	1,336,000	-
Total	$ 207,276,060	$ 3,069,000	$ 9,323,000	$ 201,022,060	$ 6,051,000

In September 1999, FPUA issued Utilities Revenue Capital Appreciation Bonds, Series 1999B, in the amount of $10,223,000 to finance the cost of acquiring and constructing additions, extensions, and improvements to the water and wastewater facilities, as well as to fund the increase in required reserves, and pay certain costs associated with the bond issuance. The 1999B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding capital appreciation bonds remaining principal totals $8,670,000 and is due in annual installments beginning on October 1, 2022 through October 1, 2026 in amounts ranging from $4,335,000 with a yield of 5.90%. Accreted value of the 1999B Bond at September 30, 2023 is $8,425,000.

In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022A, in the amount of $143,500,000, including $75,975,000 of serial bonds, and $67,525,000 of term bonds. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system, refund all the outstanding Utilities Refunding Revenue Bonds Series 2009, and pay certain costs associated with the bond issuance. The refunding of the 2009 revenue bonds resulted in net present value savings of $2,392,000. The 2022A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $9,021,000. They are due in annual installments beginning on October 1, 2023 through October 1, 2042 in amounts ranging from $905,000 to $5,355,000, plus interest at a fixed rate of 5.0%. The term bond was issued at a discount of $1,053 and matures October 1, 2052 with payments ranging from $5,625,000 to $8,005,000 and a fixed rate of 4.00%. Interest on the 2022A Bond is due and paid semiannually.

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Component Unit (continued)

In June 2022, FPUA issued Utilities Refunding Revenue Bonds, Series 2022B, in the amount of $2,550,000. The bonds were issued to pay the costs of the acquisition, construction, and equipping of certain capital improvements to the system including improvements to FPUA's broadband and other communications services systems, and pay certain costs related to the issuance of the bonds. The 2022B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds were issued at a premium of $329,000. They are due in annual installments beginning on October 1, 2027 through October 1, 2036 in amounts ranging from $200,000 to $315,000, plus interest at a fixed rate of 5.00%. Interest on the 2022B Bond is due and paid semiannually.

Fort Pierce Utilities Authority Outstanding Revenue Bonds - Direct Placements

In March of 2016, FPUA issued Utilities Refunding Revenue Bonds, Series 2016, in the amount of $9,545,000 to refund the outstanding principal amount of FPUA's Utilities Revenue Bonds Series 2002. The refunding resulted in a net present value savings of $2,466,000. The 2016 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the Utilities System. The outstanding serial bonds are due in annual installments beginning on October 1, 2021 through October 1, 2026 in amounts ranging from $321,000 to $3,451,000, plus interest at a fixed rate of 2.14%. Interest on the 2016 Bond is due and paid semiannually.

Requirements to amortize all revenue bonds outstanding as of September 30, 2023 are as follows:

	Revenue Bonds			Direct Placements		
	Principal	Interest	Total	Principal	Interest	Total
2024	$ 5,240,000	$ 6,582,000	$ 11,822,000	$ 335,000	$ 153,000	$ 488,000
2025	5,285,000	6,535,000	11,820,000	343,000	146,000	489,000
2026	2,310,000	6,419,000	8,729,000	3,375,000	74,000	3,449,000
2027	2,420,000	6,298,000	8,718,000	3,451,000	-	3,451,000
2028	6,065,000	5,995,000	12,060,000	-	-	-
2029-2052	133,400,000	76,795,000	210,195,000	-	-	-
	154,720,000	$ 108,624,000	$ 263,344,000	$ 7,504,000	$ 373,000	$ 7,877,000
Future accretion on capital appreciation bonds						
	(245,000)	245,000	-	-	-	-
	$ 154,475,000	$ 108,869,000	$ 263,344,000	7,504,000	$ 373,000	$ 7,877,000

NOTE J – LONG TERM OBLIGATIONS (CONTINUED)

Component Unit (continued)

Significant Bond Covenants for Utilities Revenue Bonds

The Series 1999, 2016, 2022A, and 2022B, bond issues provide that FPUA accumulate monthly 1/6 of the amount of all interest due on the next semi-annual interest payment date, and 1/12 of the amount of principal due and payable on the next principal maturity date. Additionally, FPUA's Master Bond Resolution requires renewal and replacement, emergency reserve and debt service reserve subaccount funds with minimum requirements of $500,000, $900,000 and $1,977,000, respectively. These reserves are funded in the amounts of $500,000, $900,000 and $1,977,000 respectively, at September 30, 2023.

Redemption Options Prior to Maturity

The Series 1999B Bonds are not subject to redemption prior to maturity.

The Series 2016 Utilities Refunding Revenue Bonds maturing on October 1, 2026 with an interest rate of 2.14% are redeemable anytime at the option of FPUA. Any full or partial prepayment will carry a fee equal to the greater of (i) 1.00% of the principal balance multiplied by the number of years remaining or (ii) a 'Yield Maintenance Fee'.

The Series 2022A Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022A Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022A Bonds to be redeemed plus accrued interest to the redemption date.

The Series 2022B Bonds maturing prior to October 1, 2033 are not subject to optional redemption prior to maturity. The series 2022B Bonds maturing on and after October 1, 2033 shall be subject to redemption prior to their stated dates of maturity, at the option of FPUA, in whole or part, on any date on or after October 1, 2032, in such maturities as FPUA shall in its discretion select by lot within a maturity if less than a full maturity, at a redemption price equal to 100% of the principal amount of such 2022B Bonds to be redeemed plus accrued interest to the redemption date.

Current and Advanced Refunding of Debt

Debt refunding activities occurred during the fiscal year that resulted in the redemption or defeasance of certain outstanding obligations. The proceeds from refunding issues and amounts available from the debt service funds of the refunded bonds were deposited into irrevocable trusts with escrow agents. Following are the refunding activities that represent legal or in- substance defeasance such that the refunded debts were removed from the accompanying financial statements.

The 2009 Utilities Refunding Revenue Bonds, refunded by the 2022A Revenue Bond issuance, are considered legally defeased and the associated liability has been removed. As a result of the refunding, FPUA reduced its total debt service requirements by $6,560,000, which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $5,872,000.

NOTE K - INTERFUND ADVANCES, RECEIVABLES, PAYABLES, AND TRANSFERS

Advances

During the year ending September 30, 2016, the Section 108 Debt Service fund advanced approximately $1,400,000 to the General Fund to aid in the construction of infrastructure improvements. Terms of the loan require 96 monthly payments of $16,421, including interest at 3%. At September 30, 2023, the long-term portion of the advance was $3,902.

The composition of interfund balances as of and for the year ended September 30, 2023, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor	$ 1,134,259
General	Community Redevelopment Agency	10,607
General	Golf Course	652,697
		$ 1,797,563

Amounts due to the General Fund include general and administrative charges and reimbursements.

Due to the primary government from the component units:

Receivable Entity	Payable Entity	Amount
General fund	FPUA	$ 314,955
Nonmajor	FPUA	25,227
Solid waste fund	FPUA	613,150
Building fund	FPUA	119
		$ 953,451

Inter-fund transfers:

	General	Half-Cent Infrastructure Funds	Storm Water	Sunrise Theatre	Animal Center	Nonmajor Funds	Total
Transfers out:							
General	$ -	$ 3,090,283	$ -	$ -	$ 36,052	$ 5,711,540	$ 8,837,875
Community Redev. Agency	2,384,248	-	-	450,000	-	2,718,606	5,552,854
Solid Waste	738,055	-	-	-	-	-	738,055
Marina	275,000	-	-	-	-	-	275,000
Building	4,455	-	-	-	-	-	4,455
American Rescue	-	-	-	-	300,000	-	300,000
Nonmajor	436,476	-	-	159,866	-	-	596,342
	$ 3,838,234	$ 3,090,283	$ -	$ 609,866	$ 336,052	$ 8,430,146	$ 16,304,581

NOTE K - INTERFUND ADVANCES, RECEIVABLES, PAYABLES, AND TRANSFERS (CONTINUED)

Transfers into the Nonmajor funds were for debt service payments made from the various debt service funds. There were transfers between Nonmajor debt service funds. The transfers into the Sunrise Theatre from several funds was to provide support for operations and capital expenses. The General Fund received a transfer from the Community Redevelopment Agency Fund to subsidize redevelopment district projects and related debt. The Animal Center received a transfer from the American Rescue Plan Fund t to provide support for operations. The General Fund also received an annual transfer from the Solid Waste Fund, Marina Fund, and Building Fund.

NOTE L - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program mainly encompasses obtaining property and liability insurance through commercial insurance carriers. During the year ended September 30, 2023, the City paid premiums of approximately $2,599,545 to commercial insurance carriers for provisions of various liability, property, casualty and workers compensation insurance. The City has various deductible amounts ranging from $500 to $25,000 on various policies. At year-end, the City did not have any significant claims, and past claims have not exceeded insurance coverage in any of the past three years. There were no significant changes in coverage retention, or limits during the fiscal year. The General Fund handles property claims for the City and absorbs the loss for any amounts below the deductible amounts.

The City contracted with Blue Cross and Blue Shield of Florida for health insurance for its employees, effective June 1, 2008. Prior to June 1, 2008, the City was a self-insurer for the health and accident claims of its employees. The City closed the Internal Service Fund as of September 30, 2009 and accordingly, no current claims liability is reported.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS

The City participates in two retirement and benefit plans. The General Employees' Retirement and Benefit System covers all primary government and component unit employees. The Municipal Police Officers' Retirement Trust Fund covers the City's police officers. The City and The Utilities Authority, a component unit, offer a Deferred Retirement Option Plan (DROP).

Currently an annual actuarial evaluation is performed for both Plans. The most recent actuarial valuations were performed for the year ended September 30, 2023. Other information regarding contributions and funding progress is included as supplementary information to this report.

The City accounts for both plans as pension trust funds; therefore, they are accounted for in substantially the same manner as proprietary funds with an economic resources measurement focus and the accrual basis of accounting. Plan member contributions, employer contributions and contributions from other entities are recognized in the period in which the contributions are due. Benefits and refunds are recognized when due and payable in accordance with terms of the plans. Plan assets are valued at fair value for financial statement purposes.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

The defined benefit plans do not issue stand-alone financial reports and are not included in any other retirement system's or entity's financial report. Financial statements for the individual pension plans are presented below since separate GAAP financial reports have not been issued for the individual plans.

Below is a summary of all pension related items in the aggregate across governmental, business-type and component unit activities. Details related to these items are presented separately for each plan on the following pages.

	Net Pension Liability	Deferred Outflows	Deferred Inflows	Pension Expense
Municipal Police Officers' Retirement Trust Fund	3,134,150	2,840,292	315,414	1,047,136
General Employee Retirement and Benefit System (City Portion)	36,175,872	14,633,588	69,483	10,787,284
Subtotal	39,310,022	17,473,880	384,897	11,834,420
General Employee Retirement and Benefit System (FPUA Portion)	27,665,278	11,000,722	301,880	8,249,510
Total	66,975,300	28,474,602	686,777	20,083,930

The General Employees' Retirement and Benefit System

Plan Description

The General Employees' Retirement and Benefit System (the System) is a cost-sharing multiple-employer PERS defined benefit plan administered by the City covering all municipal employees, including the Fort Pierce Utilities authority employees (FPUA). The System does not issue a stand-alone financial report but is included in the Pension Trust Fund of the City's financial statements. Participation in the Plan is compulsory for all full-time employees of the City, who are eligible upon employment.

Upon retirement, members are entitled to an annual retirement benefit, payable for life, of total service times 3.0% of final average salary, based upon the highest five consecutive years of the last ten years for General Employees and Utilities Authority.

Plan Changes effective for October 1, 2012

For members hired prior to October 1, 2012:

- Benefits vest 100% after five years of service.
- Overtime hours included in compensation are limited to 300 hours per year.
- Payments for unused sick/vacation time are limited to the September 30, 2012 balance.
- Maximum pension benefit is limited to 100% of salary.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Plan Changes effective for October 1, 2018 (retroactive change)

For members hired after October 1, 2012:

- Benefits vest 100% after five years of service.(10 year of service before retroactive change)
- Overtime hours included in compensation are limited to 300 hours per year.
- Maximum pension benefit paid is the lesser of $100,000 or 75% of final five year average.

Police receive 3.0% of final average salary, based upon the highest five years out of the last ten years. (Optional benefit forms are available on an actuarial equivalent basis.) The system also provides death and disability benefits. These benefit provisions and all other requirements are established and may be amended by State Statute and City ordinance. Ad hoc increases in benefits may be granted periodically by a decision of the Retirement Board with the approval of the City Commission.

Funding Policy

Per City Code Section 2-279 and 2-280, the City and FPUA employees are required to contribute 5.16% and 6.16% respectively of their annual salary to the System whether or not they are subject to collective bargaining. The employer is required to contribute actuarially determined amounts which, together with member contributions, are sufficient to fund the System. Administrative costs are financed through investment earnings.

The System funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. The normal cost and actuarial accrued liability are determined using an attained age actuarial funding method. Unfunded actuarial accrued liabilities are being amortized at a level percent of payroll over periods of 1-30 years.

Membership

At September 30, 2023**,** the Plan's membership consisted of: (1) 566 retirees and beneficiaries currently receiving benefits and 38 terminated employees entitled to benefits but not yet receiving them; (2) 306 vested active employees; and (3) 253 non-vested active employees.

Benefits

The plan provides retirement, termination, disability, and death benefits to all full time employees.

Normal Retirement- Eligibility occurs at 25 years of service regardless of age, or at age 60 (55 for police officers) with 5 years of service. Retirees receive of 3% of final average salary times total service with a maximum of $100,000 per year, or 100% of salary if hired before October 1, 2012.
Non-Duty Disability Retirement- Benefits occur after 5 years of service; computed as a normal retirement based upon service and final average salary at date of disability.
Duty Disability Retirement- No service requirement; computed as a normal retirement based upon service projected to the end of the duty disability period and final average salary at the time of disability.
Non-Duty Pre-Retirement Death Benefit- Benefits occur after 5 years of service; computed as a normal retirement but actuarially reduced in accordance with a 100% joint and survivor election.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Benefits (continued)

Duty Pre-Retirement Death Benefit- No age of service requirement benefits begin upon termination of workers compensation; benefits paid at the same amount that was paid by workers' compensation to the spouse until death, or to unmarried children under 18 and dependents of parents.
Deferred Retirement Option Plan- Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The benefit is calculated as normal retirement but based on service and final average salary at the date of the DROP election. Member contributions cease and monthly benefits accumulate in a self-directed DROP account and are payable upon termination of employment.

Contributions

For the Three years ended 2021, 2022 and 2023, employer contributions to the Plan, all made in accordance with actuarially determined requirements, were $5,328,802 $5,758,892 and $6,367,089 which was 15.87%, 16.24% and 16.85% respectively, of annual covered payroll.

The total payroll for employees covered by the System for the year ended September 30, 2023 was $37,795,783 which includes $15,783,360 for Fort Pierce Utilities Authority employees. One hundred percent of required contributions were actually made for 2021, 2022 and 2023.

Pension Payable

At September 30, 2023, the City reported payable's to the pension for their final payroll of the fiscal year of $192,635(including member contributions of $45,618) for the City and the final payroll of the fiscal year $151,628 (including member contributions of $34,530) for FPUA.

Investments

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established fair values are reported at estimated fair value.

Best estimates of real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return	Allocation-weighted Long-term Expected Real Rate of Return
Large Cap Equity	26%	5.00%	1.30%
Small/Mid Cap Equity	12%	5.20%	0.62%
Global Ex-US Equity	25%	5.15%	1.29%
Domestic Fixed Income	27%	2.75%	0.74%
Real Estate	10%	3.50%	0.35%
	100%		4.30%

For the year ended September 30, 2023, the annual money-weighted rate of return, net of investment expenses was 9.94%.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Pension Liabilities, Pension Expense and Deferred Outflows and Inflows of Resources

At September 30, 2023, the City and Fort Pierce Utilities Authority (FPUA) reported their proportional share of the following:

	City	Component Unit FPUA
Net Pension Liability	36,175,872	27,665,278
Employer Allocation Percentage	56.67%	43.33%
Proportional Share of Plan Pension Expense	10,787,284	8,249,510

The City and FPUA reported proportional shares of deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Primary Government:		
Difference between Expected and Actual Experience	940,763	69,483
Net Difference between Projected and Actual Investment Earnings on Pension Plan Investments	11,068,869	-
Change of Assumptions	2,375,213	-
Changes in Proportion and Differences between Employer Contributions and Share of Contributions	248,743	-
	14,633,588	69,483
Component Unit-FPUA:		
Difference between Expected and Actual Experience	719,442	53,136
Net Difference between Projected and Actual Investment Earnings on Pension Plan Investments	8,464,851	-
Change of Assumptions	1,816,429	-
Changes in Proportion and Differences between Employer Contributions and Share of Contributions	-	248,744
	11,000,722	301,880
	25,634,310	371,363

Deferred outflows and inflows of resources by year to be recognized in future pension expenses:

	Net Deferred Outflows of Resources		
Year Ending September 30	City	Component Unit FPUA	Total
2024	4,260,923	3,233,082	7,494,005
2025	4,550,903	3,318,660	7,869,563
2026	6,343,973	4,633,435	10,977,408
2027	(591,694)	(486,335)	(1,078,029)
Thereafter	-	-	-
TOTAL	$ 14,564,105	$ 10,698,842	$ 25,262,947

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Discount Rate

A single discount rate of 7.25% is used to measure the total pension liability. This single rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumes that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of Pension Liability

The following presents the City's proportional share of the plan's net pension liability, calculated using a single discount rate of 7.25%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is one-percentage-point lower or one-percentage-point higher:

	1% Decrease 6.25%	Current Single Discount Rate Assumption 7.25%	1% Increase 8.25%
Total Pension Liability	$ 303,302,404	$ 272,614,440	246,786,965
Net Position Restricted for Pensions	208,773,290	208,773,290	207,883,290
Net Pension Liability	$ 94,529,114	$ 63,841,150	$ 38,903,675
Primary Government	$ 53,569,649	$ 36,175,872	$ 22,046,713
Component Unit-FPUA	40,959,465	27,665,278	16,856,962
	$ 94,529,114	$ 63,841,150	$ 38,903,675

Municipal Police Officers' Retirement Trust Fund

Plan Description

The Municipal Police Officers' Retirement Trust Fund (the Fund) is a single employer defined benefit plan administered by the City for the benefit of its police officers. The Fund is established under the provisions of Chapter 185 Florida Statutes. The Fund does not issue a stand-alone financial report, but is included in the Pension Trust Fund of the City's financial statements. Participation in the Plan is compulsory for all certified police officers of the City, who are eligible upon employment.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Police officers with ten or more years of continuous service with the police department are eligible for benefits. On April 15, 1985, the Fort Pierce City Commission approved an amendment to the benefit provisions of the Pension Trust. Prior to the amendment, all police officers who were eligible for benefits had the option to accept a lump sum in cash or the purchase of an annuity equal to the value of the lump sum payment at the date of retirement.

The amendment allows lump sum payments only to participants hired prior to December 17, 1984.

These benefit provisions and all other requirements are established and may be amended by State Statute and City Ordinance. Ad hoc increases in benefits may be granted periodically by a decision of the Police Retirement Board with approval by the City Commission.

Membership

As of September 30, 2023, Plan membership consisted of: (1) 55 retirees and beneficiaries currently receiving benefits and 2 terminated employees entitled to benefits but not yet receiving them; (2) 26 vested active employees; and (3) 85 non-vested active employees.

Funding Policy

Contribution requirements for the Plan are established and may be amended by State law and City ordinance. Contributions for the Plan are financed principally by contributions from the State of Florida, which are financed by a .85% excise tax on casualty insurance premiums on policies covering property within the corporate limits of City of Fort Pierce, as provided under provisions of Chapter 185, Florida Statutes. Current year contributions to the plan from the State of Florida were $544,239. The revenue and corresponding expense are recorded in the general fund. In accordance with City Code Section 2-389 each Plan member is required to make contributions of 7% of their salaries to the Plan. The funding policy for the Plan is actuarially determined in that an annual actuarial valuation is made to determine if State and employee contributions are sufficient to fund the Plan. The City is not required to contribute in any way to the Plan. Administrative costs are financed through investment earnings.

The actuarial valuation as of September 30, 2023 found anticipated revenues to be sufficient to fund the current year benefits provided by the Plan in accordance with the provisions of Chapter 185, Florida Statutes.

Benefits

The plan provides retirement, termination, disability, and death benefits to all full time police officers.

Normal Retirement- Benefits occur at age 55 with 10 years of service, or 25 years of service. Retirees receive the greater of 2% of final average salary times total service with a maximum of $1,000 per month, or 1% of final average salary times credited service up to 30 years.
Early Retirement-Benefits occur at age 45 with 10 years of service. Retirees receive 2% of final average salary times total service, with a maximum benefit of $1,000 per month. The pension is reduced by 3% for each complete year retirement age precedes 55.
Disability Retirement- Benefits occur after 10 years of service. A lump sum payment equal to the actuarial equivalent of pension benefit the member accrued as of the date of disability.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Pre-Retirement Death Benefit- Benefits occur after 10 years of service. A lump sum payment equal to the actuarial equivalent of pension benefits to which the deceased member would have been entitled at normal retirement age.

Deferred Retirement Option Plan- Eligibility is based on normal retirement. The maximum participation period is 5 years, but not beyond 30 years of service. The monthly pension is calculated with normal retirement based on frozen years of service and final average salary at the time the member elects to participate in DROP.

Pension Payable

At September 30, 2023, the City reported a payable to the police pension related to employee contributions of $22,814 withheld from the City's final payroll of the fiscal year.

Investments

Investments are reported at fair value and are managed by third party money managers. Investments that do not have established fair values are reported at estimated fair value.

Best estimates of real rates of return for each major asset class included in the plan's target asset allocation as of September 30, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return	Allocation-weighted Long-term Expected Real Rate of Return
Large Cap Equity	31%	9.80%	2.30%
Small/Mid Cap Equity	17%	11.40%	1.50%
Global Ex-US Equity	10%	5.30%	0.30%
Domestic Fixed Income	20%	4.20%	0.30%
MLP	4%	7.60%	0.20%
High Yield	4%	6.60%	0.20%
Convertible Bonds	5%	8.40%	0.30%
REITS	3%	8.60%	0.20%
Real Estate	5%	8.50%	0.20%
Cash	1%	2.40%	0.00%
	100%		5.50%

For the year ended September 30, 2023, the annual money-weighted rate of return, net of investment expenses was 18.31%.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Pension Asset/Liabilities, Pension Expense(credit) and Deferred Outflows and Inflows of Resources

At September 30, 2023, the City reported a liability of $3,134,150 for its share of the net pension liability. The net pension liability was measured at September 30, 2023 with an actuarial valuation date of September 30, 2023.

For the year ended September 30, 2023, the city recognized pension expense of $1,047,136. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	707,016	315,414
Net Difference between Projected and Actual Investment Earnings on PensionPlan Investments	1,738,280	-
Change of Assumptions	394,996	-
Total Deferred Outflows/Inflows of Resources	2,840,292	315,414

Year Ending September 30	Net Deferred Outflows of Resources
2023	662,480
2024	606,333
2025	1,017,821
2026	89,502
2027	99,568
Thereafter	49,174
TOTAL	$ 2,524,878

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Net Pension Liability and Plan Fiduciary Net Position

The components of the net pension liability and plan fiduciary net position of the City at September 30, 2023, were as follows:

Total Pension Liability:		
Service cost	$	679,091
Interest		1,359,272
Difference between actual & expected experience		540,886
Assumption changes		-
Benefit payments		(1,016,855)
Refunds		(120,838)
Net Change in Total Pension Liability		1,441,556
Total Pension Liability-Beginning		20,027,118
Total Pension Liability-Ending (a)	$	21,468,674
Plan Fiduciary Net Position:		
Contributions-employer	$	-
Contributions-employer (from state)		544,239
Contributions-Employee(Including buyback contributions)		621,127
Net investment income		1,277,095
Benefit payments		(1,016,855)
Refunds		(120,838)
Administrative expense		(37,352)
Net Change in Plan Fiduciary Net Position		1,267,416
Plan Fiduciary Net Position-Beginning		17,067,108
Plan Fiduciary Net Position-Ending (b)	$	18,334,524
Net Pension Liability(Asset)-Ending (a) - (b)		3,134,150

Sensitivity of Pension Liability

The following presents the plan's net pension liability, calculated using a single discount rate of 6.75%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is one-percentage-point lower or one-percentage-point higher:

1% Decrease 5.75%	Current Single Discount Rate Assumption 6.75%	1% Increase 7.75%
$ 5,792,076	$ 3,134,150	$ 932,610

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

Actuarial Assumptions

The annual required contribution for the current year was determined as part of the September 30, 2023 actuarial valuation of the Plan. The following methods and assumptions were used to determine the contribution rates:

Valuation date	October 1, 2022
Notes	Actuarially determined contribution rates are calculated as of October1, which is the beginning of the fiscal year in which contributions are reported.
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	28 years (single equivalent amortization period)
Asset valuation method	4-year smoothed fair value
Inflation rate	2.5%
Salary increases	3.5% to 6.5% depending on completed years of service including inflation
Investment rate of return	6.75%
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition
Mortality	PUB-2010 Headcount Weighted Safety Healthy Employee Mortality Table (for pre-retirement mortality) and the PUB-2010 Headcount Weighted Safety Healthy Retiree Mortality Table (for post retirement mortality), with separate rates for males and females and ages set forward one year, with mortality improvements projected to all future years after 2010 using Scale MP-2018. For males, the base mortality rates for both pre-retirement and post retirement mortality are based on the Below Median Healthy tables. These are the same rates currently in use for Special Risk Class members of the Florida Retirement System (FRS). Florida Statutes Chapter 112.63(1)(f) mandates the use of the mortality tables used in either of the two most recently published actuarial valuation reports of FRS.

Discount Rate

A single discount rate of 6.75% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 6.75%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments (6.75%) was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

City of Fort Pierce, Florida
COMBINING STATEMENT OF
FIDUCIARY FUNDS NET POSITION
September 30, 2023

	Pension Trusts		
	General Employees	Police Officers	Total
ASSETS			
Cash and cash equivalents	$ -	$ 384,440	$ 384,440
Investments, at fair value:			
U.S. Government Securities	22,150,333	-	22,150,333
Mutual Funds	130,292,159	13,988,150	144,280,309
Municipal Bonds	226,310	-	226,310
Common Stock	13,793,664	2,367,576	16,161,240
Corporate Bonds	27,241,344	-	27,241,344
Real Estate Trust L.P.	25,391,429	1,057,062	26,448,491
Money Market	1,422,666	525,287	1,947,953
Total investments	220,517,905	17,938,075	238,455,980
Total cash and investments	220,517,905	18,322,515	238,840,420
Accounts receivable	344,263	22,814	367,077
Prepaid taxes	189,925	-	189,925
Accrued interest receivable	450,376	2,940	453,316
Total assets	$ 221,502,469	$ 18,348,269	$ 239,850,738
LIABILITIES			
Accounts payable and accrued liabilities	$ 12,729,179	$ 13,745	$ 12,742,924
NET POSITION-RESTRICTED FOR PENSION BENEFITS	$ 208,773,290	$ 18,334,524	$ 227,107,814

NOTE M - EMPLOYEE RETIREMENT SYSTEMS (CONTINUED)

City of Fort Pierce, Florida
COMBINING STATEMENT OF CHANGES
IN FIDUCIARY FUNDS NET POSITION
Year ended September 30, 2023

	Pension Trusts		
	General Employees	Police Officers	Total
ADDITIONS			
Contributions			
Employer	$ 6,367,089	$ -	$ 6,367,089
Employees	2,108,096	621,127	2,729,223
State-via the general fund	-	544,239	544,239
Total contributions	8,475,185	1,165,366	9,640,551
Investment income			
Interest	2,281,419	401	2,281,820
Dividends	1,871,144	430,638	2,301,782
Net appreciation (depreciation) in fair value of investments	16,457,147	929,454	17,386,601
Total investment income	20,609,710	1,360,493	21,970,203
Investment expenses	(851,146)	(110,670)	(961,816)
Net investment income	19,758,564	1,249,823	21,008,387
Total increases	28,233,749	2,415,189	30,648,938
DEDUCTIONS			
Retirement benefits paid	17,196,464	848,356	18,044,820
Refunds of employee contributions	565,094	120,838	685,932
Drop payments	-	168,500	168,500
Administrative expenses	288,904	10,079	298,983
Total deductions	18,050,462	1,147,773	19,198,235
Net Increase (Decrease)	10,183,287	1,267,416	11,450,703
NET POSITION-RESTRICTED FOR PENSION BENEFITS			
Beginning of year	198,590,003	17,067,108	215,657,111
End of year	$ 208,773,290	$ 18,334,524	$ 227,107,814

NOTE N - POST-EMPLOYMENT HEALTH CARE BENEFITS

In addition to providing pension benefits, the City provides certain health care and life insurance benefits for retired employees. Substantially all of the City's employees may become eligible for those benefits if they reach normal retirement age while working for the City. The primary government recognizes the costs associated with providing these benefits on a pay-as-you-go basis since there is no Trust Fund or equivalent arrangement into which the City makes contributions. The FPUA (a component unit) recognizes the cost as it is incurred. Premiums paid by retirees for the primary government and for the FPUA total approximately $344,171 and $229,055, respectively.

Section 112.0801, Florida Statutes, as amended by Sections 1 and 2 of Chapter 87-373, Laws of Florida, requires all public employers to allow their retirees to participate in the same health group plan or self-insurance plan offered to their active employees.

Plan Description

The Other Post Employment Benefit plan is a single-employer benefit plan administered by the City. Retiree's are charged the same rate by the insurance company as active employees. Premiums charged by the insurance company are a blended rate based on the experience of younger active employees and older retired employees. Since retirees actually have higher costs yet pay the same rate as younger active employees, the city actually subsidizes the cost of the retirees' health insurance coverage.

Funding Policy

As of September 30, 2023, the most recent actuarial measurement date, the city's and FPUA's plans were unfunded. There are no assets accumulated in a GASB-compliant trust.

Membership

At September 30, 2023**,** the City's Plan membership consisted of: (1) 49 retirees and beneficiaries, and (2) 355 active employees. At September 30, 2023, the FPUA's Plan membership consisted of: (1) 56 retirees and beneficiaries, and (2) 263 active employees.

OPEB Liabilities, OPEB Expense and Deferred Outflows and Inflows of Resources

At September 30, 2023, the City and FPUA reported an OPEB liability of $2,215,391, and $1,335,760. The net OPEB liability was measured at September 30, 2023 with an actuarial valuation date of September 30, 2022.

For the year ended September 30, 2023, the city and FPUA recognized OPEB expense of $134,489, and $150,887, respectively.

	Primary Government	Component Unit FPUA
OPEB Expense:		
Service Cost	$ 92,715	$ 28,843
Interest on the Total OPEB Liability	95,752	54,728
Recognition of Outflow(Inflow) of of Resources Due to Liabilities	(53,878)	67,316
	$ 134,589	$ 150,887

NOTE N - POST-EMPLOYMENT HEALTH CARE BENEFITS(CONTINUED)

Recognition of Deferred Outflows and Inflows of Resources

Differences between expected and actual experience and changes in assumptions are recognized in OPEB expense using a systematic and rational method over a closed period equal to the average of the expected remaining service lives of all employees that are provided with OPEB through the OPEB plan (active employees and inactive employees) determined as of the beginning of the measurement period. At the beginning of the current measurement period, the expected remaining service lives of all active employees in the plan was approximately 3,036 years. Additionally, the total plan membership (active employees and inactive employees) was 404. As a result, the average of the expected remaining service lives for purposes of recognizing the applicable deferred outflows and inflows of resources established in the current measurement period is 7.5149 years.

The City and FPUA reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Primary Government:		
Difference between Expected and Actual Experience	67,210	255,290
Change of Assumptions	156,686	377,538
	223,896	632,828
Component Unit-FPUA:		
Difference between Expected and Actual Experience	275,410	17,510
	275,410	17,510

Deferred outflows and inflows of resources by year to be recognized in future OPEB expenses:

	Net Deferred Outflows of Resources	
Year Ending September 30	Primary Government	Component Unit FPUA
2024	(53,878)	67,316
2025	(50,292)	73,749
2026	(79,803)	57,652
2027	(106,844)	32,941
2028	(83,980)	18,104
Thereafter	(34,135)	8,138
TOTAL	$ (408,932)	$ 257,900

NOTE N - POST-EMPLOYMENT HEALTH CARE BENEFITS(CONTINUED)

Net OPEB Liability

	Primary Government	Component Unit FPUA
Total OPEB Liability:		
Service cost	$ 92,715	$ 28,843
Interest	95,752	54,728
Benefit change	-	-
Difference between actual & expected experience	(53,935)	(7,830)
Changes of assumptions	13,052	
Benefit payments	(124,050)	(72,524)
Net Change in Total OPEB Liability	23,534	3,217
Total OPEB Liability-Beginning	2,191,857	1,332,543
Total OPEB Liability-Ending (a)	$ 2,215,391	$ 1,335,760
Covered Payroll	22,069,546	18,612,518
Net OPEB Liability as a Percentage of Covered Employee Payroll	10.04%	7.18%

Actuarial Assumptions and Methods

Valuation date	September 30, 2022
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, open 30-year period
Wage Inflation	2.5%
Salary increases	General : 4.0% to 6.5%, including inflation Police; 4% to 8%
Retirement Age	Age and service-based tables that are specific to the type of eligibility condition.
Mortality	The Florida Retirement System(FRS) mortality tables which use variations of the fully generational PUB-2010 Headcount Weighted Mortality Tables with projection scale MP-2018 and disabled mortality tables which use variations of static PUB-2010 Headcount Weighted Mortality Tables with projection scale MP-2018.
Health Care Trend Rates	Trend starting at 7.50% and gradually decreasing to an ultimate trend rate of 4.0%
Aging Factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death."
Expenses	Administrative expenses are included in the premium costs.
Notes	There were no benefit changes during the year. Assumption changes include adjusting the single discount rate from 4.40% to 4.63%.

NOTE N - POST-EMPLOYMENT HEALTH CARE BENEFITS (CONTINUED)

Discount Rate

For plans that do not have formal assets, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. For the purpose of this valuation, the municipal bond rate is 4.63% (based on the daily rate closest to but not later than the measurement date of the Fidelity "20-Year Municipal GO AA Index"). The discount rate was 4.40% as of the prior measurement date.

Sensitivity of Total OPEB Liability

Regarding the sensitivity of the total OPEB liability to changes in the discount rate, the following presents the plan's total OPEB liability, calculated using a discount rate of 4.63%, as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is one percent lower or one percent higher:

Sensitivity of the Total OPEB Liability to the Discount Rate Assumption

1% Decrease 3.63%	Current Single Discount Rate Assumption 4.63%	1% Increase 5.63%
$ 2,427,673	$ 2,215,391	$ 2,028,785

Regarding the sensitivity of the total OPEB liability to changes in the healthcare cost trend rates, the following presents the plan's total OPEB liability, calculated using the assumed trend rates as well as what the plan's total OPEB liability would be if it were calculated using a trend rate that is one percent lower or one percent higher:

Sensitivity of Total OPEB Liability to Healthcare Cost Rate Assumption

1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
$ 1,988,228	$ 2,215,391	$ 2,480,318

NOTE O - DEFERRED COMPENSATION PLAN

The primary government (the City) and the component unit (the Authority) offer employees a deferred compensation Plan created in accordance with Internal Revenue Code Section 457. The Plan, available to all employees, permits them to defer a portion of their salary until future years. The deferred compensation assets are not available to employees until termination, retirement, death, or unforeseeable emergency.

During the year ended September 30, 1997, the assets in the plan were transferred into trust funds. The assets are protected by the trust agreement from any claims on the employer and from any use by the employer other than paying benefits to employees and their beneficiaries in accordance with the plan. In accordance with GASB Statement No. 32, the plan's assets and related liability were removed from the City and the Authority balance sheets as of September 30, 1997.

NOTE P - CONTRACT COMMITMENTS

FPUA, the "Authority" (a component unit)

FMPA All-requirements Power Supply Project

As of January 1, 1998, the Authority became a participant in Florida Municipal Power Agency's (FMPA) All-Requirements Power Supply Project (hereinafter referred to as ARP). The Authority has agreed to purchase all capacity and energy necessary for their electric system from FPMA's ARP during the term of the contract. The contract is a 30 year evergreen, automatically renewing on October 1 of each year unless notification is provided one year prior to the automatic extension date.

Prior to being involved in the ARP, the Authority had Project Support Contracts and Power Sales Contracts with FMPA regarding Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2, coal-fired plants constructed by the Orlando Utilities Commission. The Authority's resources which have been assigned include the contracts with FMPA related to Stanton Unit No. 1 and Stanton Unit No. 2, and part of the contract with Florida Gas Transmission for the purchase of firm capacity natural gas. (See below). The contracts related to the St. Lucie Project, detailed below, have not been assigned; however, as of January 1, 1998, the Authority's share of transmission costs related to the St. Lucie Project has been assigned to the ARP.

FMPA St. Lucie Project

The Authority has entered into agreements with the Florida Municipal Power Agency (FMPA), of which it is a member, and with certain other members of FMPA, for entitlement to capacity, energy and transmission services from Florida Power & Light Company's St. Lucie Unit No. 2 (the Unit), which is located on South Hutchinson Island near Fort Pierce, and through a reliability exchange agreement in St. Lucie Unit No. 1, located on the same site. Pursuant to a Power Sales Contract and a Project Support Contract, the Authority has acquired an entitlement share of FMPA's allocation of these services. The Power Sales Contract requires payments for each month in which capacity, energy, or transmission services are available from the St. Lucie Project. Payments due each month are based upon an annual budget. Once each year the excess or deficiency of payments related to actual cost is calculated and applied to the monthly statements from FMPA to the Authority.

The Power Sales Contract will remain in effect until the latest of (i) the date principal of, premium, if any, and interest on all bonds of the Unit have been paid or funds are set aside for the payment thereof, (ii) the date the Unit is decommissioned or finally disposed of as an electric generating unit pursuant to the Participation Agreement or FMPA's interest in the Unit is terminated pursuant to the Participation Agreement or otherwise disposed of, or (iii) the date all obligations or FMPA under the Participation Agreement have been paid, performed or provided for.

In any month when electric capacity, energy, or transmission services are not made available to the Authority, payment is made to FMPA under a Project Support Contract in a like amount as would have been due under the Power Sales Contract.

NOTE P - CONTRACT COMMITMENTS(CONTINUED)

Purchases under these contracts are accounted for as operating expenses by the Authority. Total cost included in operating expenses for fiscal 2022 and fiscal 2023 were $6,521,000 and $5,316,000, respectively. The Authority is committed under the agreements to payments totaling $5,196,000 for the year ending September 30, 2023.

Florida Gas Transmission

The Authority executed an All Requirements Gas Service Agreement with Florida Gas Utility (FGU) on January 15, 2002. As a member of the All Requirements project, the Authority is required to purchase natural gas and the firm capacity needed for its delivery through FGU. The firm capacity of natural gas is the availability of the pipeline required to transport the natural gas to the Authority. This agreement will remain in effect until cancelled by the Authority.

On July 3, 2012, the Authority acquired additional firm capacity from the City of Sunrise, Florida in order to meet the needs of new industrial customers. This agreement will remain in effect until cancelled by the Authority. In fiscal 2016, additional firm capacity was made available from FGT and the Authority exercised rights to obtain this capacity. An additional 96,800 MMbtu of capacity was obtained. With the additional capacity, the amount of Sunrise capacity was reduced by 45,300 MMbtu via a revised interlocal agreement with the City of Sunrise. In fiscal 2024, FPUA will be entitled to firm capacity of 566,412 MMBtu, and will commit to purchase 535,283 MMBtu of natural gas at a cost of $3,062,000. The amounts purchased under these contracts for fiscal 2022 and fiscal 2023 were $3,513,000 and $3,124,000, respectively.

FMPA Treasure Coast Energy Center

The Authority has entered into an agreement with FMPA to manage and operate their newly developed facility located in St. Lucie County near Fort Pierce. The Treasure Coast Energy Center (TCEC) is a natural gas fueled power generation site. The initial terms of this agreement(s) commenced on July 24, 2007 and expired on September 30, 2011, after which the agreement becomes a one-year evergreen protecting both parties from a long term commitment. The agreement has been extended for the year ended September 30, 2023.

The Authority has been engaged to manage, operate, and maintain the TCEC. TCEC employees are on the payroll of the Authority and all costs associated with them are reimbursed bi-weekly by FMPA. TCEC employee costs and revenue for fiscal 2022 and fiscal 2023 totaled $2,069,000 and $2,156,000, respectively.

NOTE Q - CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

NOTE R - TRANSACTIONS WITH COMPONENT UNITS

Fort Pierce Utilities Authority (a discretely presented component unit)

Transactions occur throughout the year in the ordinary course of operations between the City and the Fort Pierce Utilities Authority (FPUA) (a proprietary fund and component unit of the City). A summary of significant transactions follows:

Vehicle Maintenance - The City charges the FPUA, on a monthly basis, for fuel used by FPUA vehicles. FPUA reciprocates by permitting the City to fuel their vehicles at FPUA pumps and bills the City on a monthly basis.

Non-metered and Metered Service Charges - The FPUA bills the City, on a monthly basis, for all nonmetered and metered services. Total amounts charged to the City in fiscal 2023 was approximately $2,281,000 and the receivable balance at September 30, 2023 was approximately $423,000.

Charges to City residents for sanitation and utility taxes are included on the FPUA's monthly billing statements to customers as a service to the City. The FPUA acts only as an agent with all cash collections relating to the charges forwarded directly to the City. The City is charged $187,200 annually by the FPUA for performance of these services.

Total disbursements made to the City by the FPUA, including payments of utility tax and sanitation charges collected during year ended September 30, 2023, were approximately $12,355,000. Amounts receivable from the FPUA at September 30, 2023 were approximately $953,000.

The Fort Pierce City Charter, Article XII, Section 178, provides that each year the Utility Authority shall pay to the City of Fort Pierce a sum equal to six percent of gross revenues derived from the operation of the utilities for the preceding fiscal year. The city commission, by majority vote, may agree to accept a lesser percentage. For purposes of this section the Charter defines gross revenues as all income derived from retail sales of electricity, gas, and wastewater disposal; wholesale and retail sales of water; gains on sales of assets, interest, rents, royalties, dividends, and management fees. Where a power cost adjustment or purchase gas adjustment is utilized, gross income shall mean the amount billed based upon the applicable rate without a debit or credit for the cost adjustment. For the year ended September 30, 2023, the amount transferred to the General Fund under this provision was $6,758,421.

NOTE S-FUND BALANCE

The City implemented GASB No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions”, for the year ended September 30, 2011. The Statement requires the fund balance of governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

As of September 30, 2023, the fund balances of the governmental funds are classified as follows:

Non-spendable- Amounts that cannot be spent because they are not in spendable form, or because they are legally or contractually required to be maintained intact.

Restricted- Amounts can be used only for specific purposes because of a constitutional provision, enabling legislation, or externally imposed constraints by creditors, grantors, contributors, or other governments.

NOTE S-FUND BALANCE (CONTINUED)

Committed- Amounts can be used only for specific purposes because of a formal action (ordinance) of the City Commission, the highest level of decision making authority. Commitments may be changed or lifted only by the City Commission taking the same formal action(ordinance) that imposed the original constraint.

Assigned- Amounts that do not meet the criteria to be classified as restricted or committed but are intended to be used for specific purposes as determined by the City Commission.

Unassigned- Residual amount retained in the general fund that has not been otherwise classified. Any residual unassigned balance must be positive in the general fund but may be negative in any other governmental funds as a result of overspending for specific purposes for which amounts have been restricted, committed or assigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to been spent first. When an expenditure is incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first from committed, second from assigned, and lastly from unassigned balances.

Through a resolution, the City Commission established a minimum fund balance of ten percent of annual operating budgeted expenditures in the general fund to be held for unexpected unforeseen expenditures. The Commission reviews the policy annually to determine if adjustments are necessary.

NOTE S-FUND BALANCE (CONTINUED)

As of September 30, 2023, the fund balances of the governmental funds are:

	General Fund	Community Redevelopment Agency	Road Impact Fee Fund	Half-Cent Infrastucture Fund	American Rescue Plan Fund	Other Governmental Funds	Totals
FUND BALANCES							
Nonspendable:							
Inventories	$ 64,048	$ -	$ -	$ -	$ -	$ -	$ 64,048
Prepaid Items	488,190	25,770	-	-	-	4,017	517,977
Restricted for:							
Law Enforcement	-	-	-	-	-	104,364	104,364
Debt Service	-	-	-	-	-	2,185,413	2,185,413
Grant-CDBG	-	-	-	-	-	370,740	370,740
Redevelopment Projects	-	4,525,919	-	-	-	-	4,525,919
State Housing Initiatives	-	-	-	-	-	419,600	419,600
Grant-Administration	-	-	-	-	-	547,133	547,133
Impact Fees-Capital Improv.	-	-	6,225,570	-	-	5,231,207	11,456,777
PSFRD-Capital Improv.	-	-	-	-	-	75,361	75,361
Park Improvements	-	-	-	-	-	1,123,839	1,123,839
Special Projects	-	-	-	-	9,547	1,468,264	1,477,811
Capital Improvement:							
Roads	-	-	-	-	-	600,000	600,000
Infastructure	-	-	-	6,258,720	-	-	6,258,720
Capital Improvement:	-	-	-	-	-	118,032	118,032
Animal Care	-	-	-	-		1,885	1,885
Assigned to:							
10% Reserve Policy	5,301,265	-	-	-	-	-	5,301,265
Art in Public Places	-	-	-	-	-	199,537	199,537
Advances to Other Funds	-	-	-	-	-	3,902	3,902
Unassigned:	8,203,141	-	-	-	-	-	8,203,141
	$ 14,056,644	$ 4,551,689	$ 6,225,570	$ 6,258,720	$ 9,547	$ 12,453,294	$ 43,555,464

NOTE T - RESTRICTED ASSETS

Certain assets are restricted by bond resolution and some have been classified as restricted in accordance with governmental accounting standards for enterprise funds.

The restricted assets of the **primary government** as of September 30, 2023 are as follows:

	Governmental Activities:	Business type Activities:	Total
Cash and investments:			
Customer deposits	$ 61,091	$ 237,363	$ 298,454
	$ 61,091	$ 237,363	$ 298,454

The restricted assets of the **FPUA** (a component unit) as of September 30, 2023, are as follows:

Cash and investments:	
Principal and interest on debt service	$ 8,968,946
Capital Improvement charges	12,404,800
Debt service	1,976,825
Emergency reserve	900,000
Renewal and replacement reserve	500,000
Capital projects	102,937,000
Customer security deposits	9,429,296
	$ 137,116,867

NOTE U – CONDUIT DEBT OBLIGATIONS

The City issued Capital Improvement Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of facilities deemed to be in the public's interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the facilities transfers to the private-sector entity served by the bond issuance. The City, the State, and any political subdivisions thereof are not obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of September 30, 2023, all outstanding Capital Improvement Revenue Bond have been fully repaid and the City has no conduit debt obligations outstanding.

REQUIRED SUPPLEMENTARY INFORMATION

- **GASB Statement 75**
- **GASB Statement 67**
- **GASB Statement 68**

City of Fort Pierce, Florida
GASB STATEMENT 75 REQUIREMENT SUPPLEMENTARY INFORMATION
City of Ft. Pierce Other Post Employment Benefits
Schedule of Changes in the City's Net OPEB Liability and Related Ratios
September 30, 2023
(Unaudited)

City of Fort Pierce, Florida
Required Supplementary Information
Schedule of Changes in the City's Net OPEB Liability and Related Ratios
City of Ft. Pierce Other Post Employment Benefits

Primary Government	2023	2022	2021	2020	2019	2018
Total OPEB Liability:						
Service cost	$ 92,715	$ 122,260	$ 122,224	$ 122,692	$ 99,678	$ 107,243
Interest	95,752	57,022	67,946	75,171	85,282	78,531
Benefit change	-	-	-	-	-	-
Difference between actual & expected experience	(53,935)	32,682	(350,270)	-	113,730	31,535
Assumption changes	13,052	(496,564)	64,107	(3,721)	324,670	(71,941)
Benefit payments	(124,050)	(132,274)	(107,008)	(109,092)	(147,030)	(170,274)
Net Change in Total OPEB Liability	23,534	(416,874)	(203,001)	85,050	476,330	(24,906)
Total OPEB Liability-Beginning	2,191,857	2,608,731	2,811,732	2,726,682	2,250,352	2,275,258
Total OPEB Liability-Ending (a)	$ 2,215,391	$ 2,191,857	$ 2,608,731	$ 2,811,732	$ 2,726,682	$ 2,250,352
Covered-employee Payroll	22,069,549	18,626,310	18,626,310	16,903,846	16,903,846	17,543,452
Net OPEB Liability as a Percentage of Covered-employee Payroll	10.04%	11.77%	14.01%	16.63%	16.13%	12.83%
Component Unit-FPUA						
Service cost	$ 28,843	$ 43,519	$ 32,796	$ 29,458	$ 26,709	$ 19,960
Interest	54,728	37,587	27,862	32,928	37,439	33,195
Benefit change	-	-	-	-	-	-
Difference between actual & expected experience	(7,830)	145,561	-	-	132,631	(50,737)
Assumption changes	-	-	(4,816)	281,710	-	-
Implicit rate subsidy	(72,524)	(72,524)	(105,378)	(105,378)	(63,859)	(40,626)
Net Change in Total OPEB Liability	3,217	154,143	(49,536)	238,718	132,920	(38,208)
Total OPEB Liability-Beginning	1,332,543	1,178,400	1,227,936	989,218	856,298	894,506
Total OPEB Liability-Ending (a)	$ 1,335,760	$ 1,332,543	$ 1,178,400	$ 1,227,936	$ 989,218	$ 856,298
Covered- Employee Payroll	18,612,518	17,899,030	17,472,000	17,191,000	16,496,863	15,838,042
Net OPEB Liability as a Percentage of Covered-employee Payroll	7.18%	7.44%	6.74%	7.14%	6.00%	5.41%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, OPEB plans should present information for those years for which information is available.

There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

City of Fort Pierce, Florida
GASB STATEMENT 75 REQUIREMENT SUPPLEMENTARY INFORMATION
September 30, 2023
(Unaudited)

ACTUARIAL ASSUMPTIONS AND METHODS

Valuation date	September 30, 2022
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, open 30-year period
Wage Inflation	2.5%
Salary increases	General : 4.0% to 6.5%, including inflation Police; 4% to 8%
Retirement Age	Age and service-based tables that are specific to the type of eligibility condition
Mortality	The Florida Retirement System (FRS) mortality tables which use variations of the fully generational PUB-2010 mortality headcount weighted Mortality tables with projection scale MP-2018 and disable mortality tables which use variations of static PUB-2010 headcount weighted mortality tables with projection scale MP-2018.
Health Care Trend Rates	Trend starting at 7.5% and gradually decreasing to an ultimate trend rate of 4%.
Aging Factors	Based on the 2013 SOA Study "Health Care Costs-From Birth to Death".
Expenses	Administrative expenses are included in the premium costs.
Notes	There were no benefit changes during the year. Assumption changes include adjusting the single discount rate from 4.40% to 4.63%.

City of Fort Pierce, Florida
Required Supplementary Information
Schedule of Changes in the City's Net Pension Liability and Related Ratios
General Employees Retirement and Benefits System
September 30, 2023

	2023	2022	2021	2020
Total Pension Liability:				
Service cost	$ 6,212,940	$ 5,518,532	$ 5,089,433	$ 5,021,652
Interest	18,704,566	18,118,373	18,079,684	17,321,038
Benefit change	-	1,998,928	-	-
Difference between actual & expected experience	1,690,172	361,867	(422,338)	2,776,075
Assumption changes	-	7,267,130	1,430,177	-
Benefit payments	(17,196,464)	(16,263,265)	(15,386,633)	(14,749,739)
Refunds	(565,094)	(367,848)	(181,123)	(409,856)
Net Change in Total Pension Liability	8,846,120	16,633,717	8,609,200	9,959,170
Total Pension Liability-Beginning	263,768,320	247,134,603	238,525,403	228,566,233
Total Pension Liability-Ending (a)	$ 272,614,440	$ 263,768,320	$ 247,134,603	$ 238,525,403
Plan Fiduciary Net Position:				
Contributions-employer	$ 6,367,089	$ 5,758,891	$ 5,328,802	$ 5,343,484
Contributions-member	2,108,096	1,983,204	1,889,515	1,870,451
Net investment income	19,756,504	(38,903,461)	39,835,032	19,265,084
Benefit payments	(17,196,464)	(16,263,266)	(15,386,633)	(14,749,739)
Refunds	(565,094)	(367,848)	(181,123)	(409,856)
Administrative expense	(255,600)	(231,057)	(232,885)	(222,249)
Other	(31,245)	(48,093)	(41,821)	(40,331)
Net Change in Plan Fiduciary Net Position	10,183,286	(48,071,630)	31,210,887	11,056,844
Plan Fiduciary Net Position-Beginning	198,590,004	246,661,634	215,450,747	204,393,903
Plan Fiduciary Net Position-Ending (b)	$ 208,773,290	$ 198,590,004	$ 246,661,634	$ 215,450,747
Net Pension Liability-Ending (a) - (b)	63,841,150	65,178,316	472,969	23,074,656
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.58%	75.29%	99.81%	90.33%
Covered Payroll	37,795,783	35,464,917	33,584,778	33,184,229
Net Pension Liability as a Percentage of Covered Payroll	168.91%	183.78%	1.41%	69.54%

2019	2018	2017	2016	2015	2014
$ 4,901,223	$ 4,568,028	$ 4,587,528	$ 4,329,645	$ 4,044,804	$ 4,049,351
16,847,951	16,278,951	15,490,335	14,668,388	14,241,759	13,874,945
174,512	-	-	-	-	-
(997,275)	521,525	344	(620,021)	-	(500,696)
-	-	9,957,279	5,168,979	-	(335,946)
(14,176,818)	(13,532,573)	(13,168,952)	(12,884,323)	(12,528,070)	(11,877,048)
(428,152)	(248,781)	(257,587)	(492,348)	(287,469)	(307,836)
6,321,441	7,587,150	16,608,947	10,170,320	5,471,024	4,902,770
222,244,792	214,657,642	198,048,695	187,878,375	182,407,351	177,504,581
$ 228,566,233	$ 222,244,792	$ 214,657,642	$ 198,048,695	$ 187,878,375	$ 182,407,351
$ 5,240,707	$ 4,909,654	$ 4,565,884	$ 4,211,311	$ 4,093,268	$ 4,356,127
1,818,969	1,690,811	1,669,207	1,533,510	1,473,091	1,493,529
5,280,406	19,626,060	19,013,825	16,472,191	2,984,072	16,939,786
(14,176,818)	(13,532,573)	(13,168,952)	(12,884,323)	(12,528,070)	(11,877,048)
(428,152)	(248,781)	(257,587)	(492,348)	(287,469)	(307,836)
(249,712)	(207,265)	(209,251)	(217,891)	(176,341)	(199,552)
(56,759)	(46,756)	(45,031)	(50,240)	(44,893)	(47,555)
(2,571,359)	12,191,150	11,568,095	8,572,210	(4,486,342)	10,357,451
206,965,262	194,774,112	183,206,017	174,633,807	179,120,149	168,762,698
$ 204,393,903	$ 206,965,262	$ 194,774,112	$ 183,206,017	$ 174,633,807	$ 179,120,149
24,172,330	15,279,530	19,883,530	14,842,678	13,244,568	3,287,202
89.42%	93.12%	90.74%	92.51%	92.95%	98.20%
32,342,994	30,176,465	29,789,176	27,295,114	26,139,109	26,380,878
74.74%	50.63%	66.75%	54.38%	50.67%	12.46%

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
General Employee's Retirement Benefit System
September 30, 2023
(Unaudited)

CITY OF FT. PIERCE
SCHEDULE OF THE EMPLOYER'S NET PENSION LIABILITY

	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Employer's Proportion of the Net Pension Liability(Asset)	36,175,872	35,641,820	242,469	12,588,665	12,566,225	7,871,592
Employer's Proportionate share of the Net Pension Liability(Asset)	56.67%	54.68%	51.27%	54.56%	51.99%	51.52%
Employer's Covered Payroll	22,012,422	20,143,488	17,930,697	17,369,719	17,335,972	16,775,936
Employer's Proportionate share of the Net Pension Liability(Asset) as a Percentage of Covered Payroll	164.34%	176.94%	1.35%	72.47%	72.49%	46.92%
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.58%	75.29%	99.81%	90.33%	89.42%	93.12%

FORT PIERCE UTILITY AUTHORITY(component unit)
SCHEDULE OF THE EMPLOYER'S NET PENSION LIABILITY

	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Employer's Proportion of the Net Pension Liability(Asset)	27,665,278	29,536,496	230,500	10,485,991	11,606,105	7,407,938
Employer's Proportionate share of the Net Pension Liability(Asset)	43.33%	45.32%	48.73%	45.44%	48.01%	48.48%
Employer's Covered Payroll	15,783,360	15,321,429	15,654,081	15,814,510	15,007,022	13,400,529
Employer's Proportionate share of the Net Pension Liability(Asset) as a Percentage of Covered Payroll	175.28%	192.78%	1.47%	66.31%	77.34%	55.28%
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	76.58%	75.29%	99.81%	90.33%	89.42%	93.12%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present those years for which information is available.

9/30/2017	9/30/2016	9/30/2015
9,793,225	8,187,612	7,716,429
49.25%	55.16%	58.26%
16,580,599	14,786,848	13,707,805
59.06%	55.37%	56.29%
90.74%	92.51%	92.95%

9/30/2017	9/30/2016	9/30/2015
10,090,305	6,655,066	5,528,139
50.75%	44.84%	41.74%
13,208,577	12,508,266	12,431,304
76.39%	53.21%	44.47%
90.74%	92.51%	92.95%

CITY OF FT. PIERCE
SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
9/30/2014	2,302,840	2,302,840	-	14,546,191	15.83%
9/30/2015	2,006,447	2,006,447	-	13,707,805	14.64%
9/30/2016	2,172,613	2,172,613	-	14,786,848	14.69%
9/30/2017	2,418,554	2,418,554	-	16,580,599	14.59%
9/30/2018	2,507,774	2,507,774	-	16,775,936	14.95%
9/30/2019	2,523,920	2,523,920	-	17,335,972	14.56%
9/30/2020	2,568,448	2,568,448	-	17,369,719	14.79%
9/30/2021	2,753,445	2,753,445	-	17,930,697	15.36%
9/30/2022	3,157,387	3,157,387	-	20,143,488	15.67%
9/30/2023	3,560,449	3,560,449	-	22,012,422	16.17%

FORT PIERCE UTILITY AUTHORITY(component unit)
SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
9/30/2014	2,053,287	2,053,287	-	11,834,687	17.35%
9/30/2015	2,086,821	2,086,821	-	12,431,304	16.79%
9/30/2016	2,038,699	2,038,699	-	12,508,266	16.30%
9/30/2017	2,147,330	2,147,330	-	13,208,577	16.26%
9/30/2018	2,401,880	2,401,880	-	13,400,529	17.92%
9/30/2019	2,716,787	2,716,787	-	15,007,022	18.10%
9/30/2020	2,775,035	2,775,035	-	15,814,510	17.55%
9/30/2021	2,575,357	2,575,357	-	15,654,081	16.45%
9/30/2022	2,601,505	2,601,505	-	15,321,429	16.98%
9/30/2023	2,806,640	2,806,640	-	15,783,360	17.78%

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
General Employee's Retirement Benefit System
September 30, 2023
(Unaudited)

Notes to Schedule of Contributions:

Valuation date	Actuarily determined contribution rates are calculated as of September 30, which is 12 months prior to the beginning of the fiscal year in which contributions are reported.
Actuarial cost method	Individual Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	1-30 years as of September 30, 2021
Asset valuation method	4-year smoothed market
Wage Inflation	4.0%
Salary increases	General & Utilities Authority; 4.5% to 6.5%, including inflation Police; 4.2% to 8.0%
Investment rate of return	7.25%
Long-term municipal bond rate	4.63%
Retirement Age	Age and service-based tables that are specific to the type of eligibility condition.
Mortality	The Florida Retirement System(FRS) mortality tables which use variations of the Pub2010 Mortality tables with projection scale MP-2018.
Cost-of-living Adjustment	COLA's are granted if the investment return exceeds the investment return assumption and the cummulative actuarial gains and losses since 1995 are positive. Because the cummulative gains and losses are ($52.2) million, the COLA provision is assumed to not operate for the indefinite future.
Notes	There were no changes in plan provisions or actuarial assumptions during the year.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
General Employee's Retirement Benefit System
September 30, 2023
(Unaudited)

SCHEDULE OF INVESTMENT RETURNS MULTIYEAR

Annual money-weighted rate of return, net of investment expense:	Annual Return
Fiscal year ending September 30, 2014	10.48%
Fiscal year ending September 30, 2015	1.75%
Fiscal year ending September 30, 2016	9.86%
Fiscal year ending September 30, 2017	11.79%
Fiscal year ending September 30, 2018	9.38%
Fiscal year ending September 30, 2019	2.65%
Fiscal year ending September 30, 2020	9.61%
Fiscal year ending September 30, 2021	19.00%
Fiscal year ending September 30, 2022	-15.84%
Fiscal year ending September 30, 2023	9.94%

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
Required Supplementary Information
Schedule of Changes in the City's Net Pension Liability and Related Ratios
Municipal Police Officers' Retirement Trust Fund
September 30, 2023

	2023	2022	2021	2020
Total Pension Liability:				
Service cost	$ 679,091	$ 567,124	$ 592,564	$ 582,493
Interest	1,359,272	1,319,136	1,265,102	1,206,126
Benefit change	-	-	-	-
Difference between actual & expected experience	540,886	(253,745)	(148,313)	508,291
Assumption changes	-	535,607	-	65,004
Benefit payments	(1,016,855)	(768,656)	(896,499)	(719,495)
Refunds	(120,838)	(68,690)	(90,165)	(164,491)
Net Change in Total Pension Liability	1,441,556	1,330,776	722,689	1,477,928
Total Pension Liability-Beginning	20,027,118	18,696,342	17,973,653	16,495,725
Total Pension Liability-Ending (a)	$ 21,468,674	$ 20,027,118	$ 18,696,342	$ 17,973,653
Plan Fiduciary Net Position:				
Contributions-employer	$ -	$ -	$ -	$ -
Contributions-Employer(State)	544,239	453,086	435,343	412,335
Contributions-member	621,127	567,708	533,239	536,158
Net investment income	1,277,095	(3,011,089)	3,164,372	1,018,216
Benefit payments	(1,016,855)	(768,656)	(896,499)	(719,495)
Refunds	(120,838)	(68,690)	(90,165)	(164,491)
Administrative expense	(37,352)	(35,570)	(32,581)	(39,627)
Net Change in Plan Fiduciary Net Position	1,267,416	(2,863,211)	3,113,709	1,043,096
Plan Fiduciary Net Position-Beginning	17,067,108	19,930,319	16,816,610	15,773,514
Plan Fiduciary Net Position-Ending (b)	$ 18,334,524	$ 17,067,108	$ 19,930,319	$ 16,816,610
Net Pension Liability-Ending (a) - (b)	3,134,150	2,960,010	(1,233,977)	1,157,043
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	85.40%	85.22%	106.60%	93.56%
Covered Payroll	8,873,242	8,110,116	7,617,698	7,659,401
Net Pension Liability as a Percentage of Covered Payroll	35.32%	36.50%	-16.20%	15.11%

2019	2018	2017	2016	2015	2014
$ 565,351	$ 548,415	$ 492,850	$ 498,450	$ 498,038	$ 592,432
1,154,457	1,067,784	1,000,403	952,685	916,626	861,104
-	-	-	-	-	-
(213,853)	297,338	206,823	(66,499)	(158,912)	(9,847)
-	-	(155,930)	-	-	305,956
(697,198)	(637,505)	(566,773)	(540,270)	(561,863)	(729,776)
(39,638)	(95,647)	(40,689)	(293,992)	(121,468)	(132,922)
769,119	1,180,385	936,684	550,374	572,421	886,947
15,726,606	14,546,221	13,609,537	13,059,163	12,486,742	11,599,795
$ 16,495,725	$ 15,726,606	$ 14,546,221	$ 13,609,537	$ 13,059,163	$ 12,486,742
$ -	$ -	$ -	$ -	$ -	$ -
402,063	367,113	329,933	302,837	265,449	248,113
569,137	502,051	487,044	471,774	452,740	449,881
723,841	780,019	1,130,702	1,000,576	(232,886)	896,529
(697,198)	(637,505)	(566,773)	(540,270)	(561,863)	(729,776)
(39,638)	(95,647)	(40,689)	(293,992)	(121,468)	(132,922)
(39,355)	(35,078)	(34,525)	(36,110)	(30,114)	(65,371)
918,850	880,953	1,305,692	904,815	(228,142)	666,454
14,854,664	13,973,711	12,668,019	11,763,204	11,991,346	11,324,892
$ 15,773,514	$ 14,854,664	$ 13,973,711	$ 12,668,019	$ 11,763,204	$ 11,991,346
722,211	871,942	572,510	941,518	1,295,959	495,396
95.62%	94.46%	96.06%	93.08%	90.08%	96.03%
8,130,527	7,172,157	6,957,771	6,739,629	6,450,909	6,426,871
8.88%	12.16%	8.23%	13.97%	20.09%	7.71%

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
Municipal Police Officers' Retirement Trust Fund
September 30, 2023
(Unaudited)

SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ending	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
9/30/2014	285,353	248,113	37,240 *	6,426,871	3.86%
9/30/2015	198,688	265,449	(66,761)	6,450,909	4.11%
9/30/2016	173,208	302,837	(129,629)	6,739,629	4.49%
9/30/2017	186,468	329,933	(143,465)	6,957,771	4.74%
9/30/2018	200,820	367,113	(166,293)	7,172,157	5.12%
9/30/2019	256,925	402,063	(145,138)	8,130,527	4.95%
9/30/2020	280,334	412,335	(132,001)	7,659,401	5.38%
9/30/2021	254,431	435,343	(180,912)	7,617,698	5.71%
9/30/2022	266,012	453,086	(187,074)	8,110,116	5.59%
9/30/2023	304,352	544,239	(239,887)	8,873,242	6.13%

* This deficiency is satisfied through the use of an excess contribution reserve, which was built up by contributions in excess of the Actuarially Determined Contribution in previous years.

City of Fort Pierce, Florida
REQUIREMENT SUPPLEMENTARY INFORMATION
Municipal Police Officers' Retirement Trust Fund
September 30, 2023
(Unaudited)

Notes to Schedule of Contributions:

Valuation date	September 30, 2022
Notes	Actuarial determined contrbution rates are calculated as of October1, which is the beginning of the fiscal uear in which contributions are reported.
Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Payroll, closed
Remaining amortization period	28 years (single equivalent amortization period)
Asset valuation method	4-year smoothed market
Inflation rate	2.5%
Salary increases	3.5% to 6.5% depending on completed years of service, including inflation
Investment rate of return	6.75%
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition
Mortality	PUB-2010 Headcount Weighted Safety Healthy Employee Mortality Table(for pre-retirement mortality) and the PUB-2010 Headcount Weighted Safety Healthy Retiree Mortality Table(for postretirement mortality), with seperate rates for males and females and ages set forward one year, with mortality improvements projected for all future years after 2010 using Scale MP-2018. For males, the base mortality rates for both pre-retirement and post retirement mortality are based on the Below Median Heathy tables. These are the same rates curently in use for Special Risk Class members of the Florida Retirement System(FRS). Florida Statutes Chapter 112.63(1)(f) mandates the use of the mortality tables used in either of the two most recently published actuarial valuation reports of FRS.

SCHEDULE OF INVESTMENT RETURNS MULTIYEAR

Annual money-weighted rate of return, net of investment expense:	Annual Return
Fiscal year ending September 30, 2014	9.3%
Fiscal year ending September 30, 2015	-3.5%
Fiscal year ending September 30, 2016	9.57%
Fiscal year ending September 30, 2017	10.68%
Fiscal year ending September 30, 2018	6.47%
Fiscal year ending September 30, 2019	5.29%
Fiscal year ending September 30, 2020	6.95%
Fiscal year ending September 30, 2021	19.77%
Fiscal year ending September 30, 2022	-15.17%
Fiscal year ending September 30, 2023	8.31%

THIS PAGE INTENTIONALLY LEFT BLANK

COMBINING AND INDIVIDUAL FUND STATEMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL FUND

The General Fund is used to account for all sources and uses of financial resources applicable to the general operations of the City of fort pierce. All general operating revenue which are not restricted as to use are recorded in the General Fund.

City of Fort Pierce, Florida
SCHEDULE OF GENERAL FUND REVENUES AND OTHER FINANCING SOURCES
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2023

	Budgeted Amounts		
	Original	Final	Actual
Revenues			
Taxes			
Ad valorem	$ 22,114,262	$ 22,365,567	$ 22,365,567
General sales and use	2,300,000	2,488,364	2,488,364
Franchise	4,650,900	5,358,887	5,358,887
	29,065,162	30,212,818	30,212,818
Licenses and permits			
Occupational licenses	341,000	327,304	327,304
Other	278,700	401,152	401,152
	619,700	728,456	728,456
Intergovernmental revenue			
State grants	-	23,179	23,179
Federal grants	500,000	159,894	159,894
State shared revenue	6,480,000	8,562,694	8,562,694
State retirement contribution	445,000	544,239	544,239
County shared revenue	60,000	66,717	66,717
In lieu of taxes	34,000	37,308	37,308
	7,519,000	9,394,031	9,394,031
Charges for services			
General government	337,150	401,440	401,440
Physical environment	135,000	188,328	188,328
Economic environment	100,000	160,015	160,015
	572,150	749,783	749,783
Fines and forfeitures			
Court cases	8,500	11,920	11,920
Code violation	235,500	339,724	339,724
	244,000	351,644	351,644
Other			
Contributions from component unit	6,519,114	6,758,421	6,758,421
Investment income	18,500	16,255	16,255
Rents	29,831	77,592	77,592
Administrative and contractual services	680,000	888,101	888,101
Reimbursements by other funds	1,643,000	1,371,046	1,371,046
Special assessments	121,075	368,692	368,692
Miscellaneous	367,200	430,182	430,182
	9,378,720	9,910,289	9,910,289
Total revenues	47,398,732	51,347,021	51,347,021
Other financing sources			
Transfers in	5,613,914	3,838,234	3,838,234
Lease proceeds	-	1,320,633	1,320,633
Total other financing sources	5,613,914	5,158,867	5,158,867
Total revenues, other financing sources,	$ 53,012,646	$ 56,505,888	$ 56,505,888

City of Fort Pierce, Florida
SCHEDULE OF GENERAL FUND EXPENDITURES
AND OTHER FINANCING USES
BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
Year ended September 30, 2023

	Budgeted Amounts		
	Original	Final	Actual
Expenditures			
General Government			
Legislative			
City Commission	$ 282,397	$ 301,128	$ 301,128
Executive			-
City Manager	905,148	991,620	991,620
City Clerk	456,682	475,845	475,845
Financial and administrative			-
General administration	10,871,689	9,993,477	9,993,477
Finance	1,166,994	1,088,774	1,088,774
MIS	2,112,491	1,716,401	1,716,401
Purchasing	376,350	366,328	366,328
Human Resources	631,173	631,339	631,339
Legal counsel			-
City Attorney	800,490	729,551	729,551
Comprehensive planning			-
Planning	797,514	735,178	735,178
Public works			-
Director	141,355	184,466	184,466
Garage	826,553	833,192	833,192
Building maintenance	1,252,470	1,572,857	1,572,857
	20,621,306	19,620,156	19,620,156
Public safety			
Law enforcement			
Police	6,304,543	6,153,235	6,153,235
Police- Operations	9,380,222	10,300,156	10,300,156
Police- Support Operations	1,304,045	1,429,298	1,429,298
Code Enforcement	2,027,331	1,532,029	1,532,029
	19,016,141	19,414,718	19,414,718
Transportation			
Road and street facilities			
Engineering	1,644,724	1,497,724	1,497,724
Street maintenance	2,422,759	2,713,628	2,713,628
	4,067,483	4,211,352	4,211,352
Culture and recreation			
Parks and recreation	2,531,138	2,834,311	2,834,311
Riverwalk Center	511,094	463,060	463,060
	3,042,232	3,297,371	3,297,371
Total expenditures	46,747,162	46,543,597	46,543,597
Other financing uses			
Transfers out	5,665,485	8,837,875	8,837,875
Total expenditures and other financing use	$ 52,412,647	$ 55,381,472	$ 55,381,472

THIS PAGE INTENTIONALLY LEFT BLANK

NONMAJOR GOVERNMENTAL FUNDS

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes. The City does not have an appropriated budget for special revenue funds.

- **Police Grant Fund**
  This fund is used to account for all Federal and State Grants received for the purpose of Law Enforcement.

- **The Law Enforcement Trust Fund**
  This fund is used to account for the assets confiscated by the Police Department. The money generated from the sale of confiscated property is used solely for the City's law enforcement system and is legally restricted for that purpose.

- **State Housing Initiative Program (SHIP)**
  This fund is used to record assistance received from the State of Florida for housing assistance for the City's low and moderate income citizens.

- **Federal Major Grant Program (CDBG)**
  This fund is used to account for major grants administered by Grants Administration to record grant income and related eligible expenditures.

- **Hurricane Housing Recovery Grant Fund**
  This fund is used to account for hurricane housing assistance program revenue, down payment assistance, rehabilitation assistance and donation grants.

- **Restricted Revenue Fund**
  This fund is used to account for all revenue that is restricted as to the purpose the money generated can be utilized.

- **Parks MSTU Fund**
  This fund is used to account for all parks MSTU revenue that is restricted as to purpose the money generated can be utilized.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

SPECIAL REVENUE FUNDS (CONT'D)

- **Stormwater Impact Fee Fund**
  This fund is used to account for all stormwater impact fee revenue that is restricted as to purpose the money generated can be utilized.

- **Parks Impact Fee Fund**
  This fund is used to account for all parks impact fee revenue that is restricted as to purpose the money generated can be utilized.

- **Building Impact Fee Fund**
  This fund is used to account for all building impact fee revenue that is restricted as to purpose the money generated can be utilized.

- **Solid Waste Impact Fee Fund**
  This fund is used to account for all solid waste impact fee revenue that is restricted as to purpose the money generated can be utilized.

- **Clean and Safe Fund**
  This fund is used to account for all clean and safe initiative revenue that is restricted as to purpose the money generated can be utilized.

- **Theatre Restoration Fee Fund**
  This fund is used to account for all theatre restoration fee revenue that is restricted for capital improvements at the Sunrise Theatre.

- **Private Donation Fund**
  This fund is used to account for all private donation revenue that is restricted as to the purpose the money donated can be utilized.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

DEBT SERVICE FUNDS

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The City does not have an appropriated budget for debt service funds.

- **Section 108 Note Payable**
  This fund is used to account for the accumulation of monies to pay $3,395,000 Section 108 Loan. Proceeds of a note payable from a shopping center with a pledge from the Community Development Block is used for the payment of principal and interest due from 2012-2024.

- **Fort Pierce Redevelopment Revenue Refunding Note Fund, Series 2015A**
  This fund is used to account for the accumulation of monies to pay $20,000,000 Series 2006 of the Redevelopment Bonds. FPRA TIF funds are pledged for the payments of principal and interest due from 2016-2031.

- **Capital Lease**
  This fund is used to account for the accumulation of monies to pay $3,665,258 of capital and SBITA lease obligations.

- **Capital Improvement Revenue and Refunding Bonds, Series 2019**
  This fund is used to retire $26,890,000 Series 2015 of the Capital Improvement Revenue Refunding Note, finance the cost of projects, and pay certain expense related to the issue. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2019 - 2038.

- **Capital Improvement Revenue Refunding Note Fund, Series 2020A**
  This fund is used to account for the accumulation of monies to pay $4,324,598, Series 2014 of the Capital Improvement Revenue Refunding Bonds. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2020-2031.

NONMAJOR GOVERNMENTAL FUNDS (CONT'D)

DEBT SERVICE FUNDS (CONT'D.)

- **Capital Improvement Revenue Refunding Note Fund, Series 2020B**
  This fund is used to account for the accumulation of monies to pay $2,640,970 Series 2016 A, B. and C of the Capital Improvement Revnue Refunding Note. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2020-2023.

- **Capital Improvement Revenue Refunding Note Fund, Series 2020C**
  This fund is used to account for the accumulation of monies to pay $7,316,363 Series 2018 of the Capital Improvement Revenue Refunding Note. Non-Ad Valorem revenues are appropriated for the payment of principal and interest due from 2020-2030.

- **Redevelopment Revenue Refunding Bonds, Series 2021**
  This fund is used to account for the accumulation of monies to pay $7,550,000 of the Series 2015 B Capital Improvement Revenue Refunding Bond. FPRA TIF funds are pledges for the payment of principal and interest due from 2021-2031.

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2023

	Special Revenue Funds	Debt Service Funds	Total Nonmajor Governmental Funds
ASSETS			
Cash and investments	$ 10,556,022	$ 2,185,412	$ 12,741,434
Accounts Receivable	32,946	-	32,946
Due from component unit	25,227	-	25,227
Advance to other funds	-	3,902	3,902
Due from other governments	1,601,248	-	1,601,248
Prepaids	4,017	-	4,017
Notes Receivable	1,585,821	-	1,585,821
Total assets	$ 13,805,281	$ 2,189,314	$ 15,994,595
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued liabilities	$ 812,151	$ -	$ 812,151
Contracts payable - retainage	9,100	-	9,100
Due to other funds	1,134,259	-	1,134,259
Total liabilities	1,955,510	-	1,955,510
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	1,585,791	-	1,585,791
FUND BALANCES			
Nonspendable	4,017	-	4,017
Restricted	10,060,426	2,185,412	12,245,838
Assigned	199,537	3,902	203,439
Total fund balances	10,263,980	2,189,314	12,453,294
Total liabilities, deferred inflows of resources, and fund balances	$ 13,805,281	$ 2,189,314	$ 15,994,595

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
Year ended September 30, 2023

	Special Revenue Funds	Debt Service Funds	Total Nonmajor Governmental Funds
Revenues			
Intergovernmental	$ 3,418,115	$ -	$ 3,418,115
Licenses and permits	445,807	-	445,807
Investment income	6,267	6,294	12,561
Miscellaneous	1,707,100	110,836	1,817,936
Total revenues	5,577,289	117,130	5,694,419
Expenditures			
Current			
Public safety	1,304,459	-	1,304,459
Economic environment	3,249,180	-	3,249,180
Capital Outlay	628,138	-	628,138
Debt service			
Principal	-	6,130,746	6,130,746
Interest and fees	-	1,820,201	1,820,201
Other	-	400	400
Total expenditures	5,181,777	7,951,347	13,133,124
Excess of revenues over (under) expenditures	395,512	(7,834,217)	(7,438,705)
Other financing sources (uses)			
Transfers in	843,403	7,586,743	8,430,146
Transfers out	(596,342)	-	(596,342)
Total other financing sources (uses)	247,061	7,586,743	7,833,804
Net change in fund balances	642,573	(247,474)	395,099
Fund balance - beginning of year	9,621,407	2,436,788	12,058,195
Fund balance - end of year	$ 10,263,980	$ 2,189,314	$ 12,453,294

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS (continued)
September 30, 2023

	Police Grants Fund	Law Enforcement Trust Fund	State Housing Initiatives Program (S.H.I.P.)	Community Development Block Grant	Hurricane Housing Recovery Grant Fund
ASSETS					
Cash and investments	$ -	$ 173,772	$ 489,622	$ 1	$ 549,606
Accounts Receivable	23,500	-	-	-	-
Due from component unit	-	-	-	-	-
Due from other governments	893,962	-	-	707,286	-
Prepaid expenses	3,893	-	-	124	-
Notes receivable	-	-	30,561	305,398	1,249,862
Total assets	$ 921,355	$ 173,772	$ 520,183	$ 1,012,809	$ 1,799,468
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts payable and accrued liabilities	$ 48,785	$ 122,674	$ 70,022	$ 51,688	$ 2,473
Contracts payable - retainage	-	-	-	-	-
Due to other funds	849,370	-	-	284,889	-
Total liabilities	898,155	122,674	70,022	336,577	2,473
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenue	-	-	30,561	305,368	1,249,862
FUND BALANCES					
Nonspendable	3,893	-	-	124	-
Restricted	19,307	51,098	419,600	370,740	547,133
Assigned	-	-	-	-	-
Total fund balances	23,200	51,098	419,600	370,864	547,133
Total liabilities, deferred inflows of resources, and fund balances	$ 921,355	$ 173,772	$ 520,183	$ 1,012,809	$ 1,799,468

Restricted Revenue Fund	Parks MSTU Fund	Stormwater Impact Fee Fund	Parks Impact Fee Fund	Building Impact Fee Fund	Solid Waste Impact Fee Fund	Clean and Safe Fund
$ 2,352,970	$ 1,123,839	$ 124,492	$ 2,930,293	$ 1,434,693	$ 573,295	$ 679,402
9,446	-	-	-	-	-	-
-	-	-	-	-	-	25,227
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 2,362,416	$ 1,123,839	$ 124,492	$ 2,930,293	$ 1,434,693	$ 573,295	$ 704,629
$ 503,156	$ -	$ -	$ 1,200	$ -	$ 12,153	$ -
-	-	9,100	-	-	-	-
-	-	-	-	-	-	-
503,156	-	9,100	1,200	-	12,153	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,659,723	1,123,839	115,392	2,929,093	1,434,693	561,142	704,629
199,537	-	-	-	-	-	-
1,859,260	1,123,839	115,392	2,929,093	1,434,693	561,142	704,629
$ 2,362,416	$ 1,123,839	$ 124,492	$ 2,930,293	$ 1,434,693	$ 573,295	$ 704,629

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2023

	Theatre Restoration Fee Fund	Private donations	Total Nonmajor Special Revenue Funds
ASSETS			
Cash and investments	$ 118,032	$ 6,005	$ 10,556,022
Accounts Receivable	-	-	32,946
Due from component unit	-	-	25,227
Due from other governments	-	-	1,601,248
Prepaid expenses	-	-	4,017
Notes receivable	-	-	1,585,821
Total assets	$ 118,032	$ 6,005	$ 13,805,281
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued liabilities	$ -	$ -	$ 812,151
Contracts payable - retainage	-	-	9,100
Due to other funds	-	-	1,134,259
Total liabilities	-	-	1,955,510
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	-	-	1,585,791
FUND BALANCES			
Nonspendable	-	-	4,017
Restricted	118,032	6,005	10,060,426
Assigned	-	-	199,537
Total fund balances	118,032	6,005	10,263,980
Total liabilities, deferred inflows of resources, and fund balances	$ 118,032	$ 6,005	$ 13,805,281

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS (continued)
Year ended September 30, 2023

	Police Grants Fund	Law Enforcement Trust Fund	State Housing Initatives Program (S.H.I.P.)	Community Development Block Grant	Hurricane Housing Recovery Grant Fund
Revenues					
Intergovernmental	$ 623,499	$ -	$ 377,655	$ 596,017	$ 16,244
Licenses and permits	-	-	-	-	-
Investment income	-	130	334	560	301
Miscellaneous	94,000	-	-	-	-
Total revenues	717,499	130	377,989	596,577	16,545
Expenditures					
Current					
Public safety	1,261,959	42,500	-	-	-
Economic environment	-	-	529,650	914,275	-
Capital outlay	44,259	152,663	-	-	-
Total expenditures	1,306,218	195,163	529,650	914,275	-
Excess of revenues over (under) expenditures	(588,719)	(195,033)	(151,661)	(317,698)	16,545
Other financing sources (uses)					
Transfers in	588,719	-	-	60,000	-
Transfers out	-	-	-	-	-
Total other financing sources (uses)	588,719	-	-	60,000	-
Net change in fund balances	-	(195,033)	(151,661)	(257,698)	16,545
Fund balance - beginning of year	23,200	246,131	571,261	628,562	530,588
Fund balance - end of year	$ 23,200	$ 51,098	$ 419,600	$ 370,864	$ 547,133

Restricted Revenue Fund	Parks MSTU Fund	Stormwater Impact Fee Fund	Parks Impact Fee Fund	Building Impact Fee Fund	Solid Waste Impact Fee Fund	Clean and Safe Fund
$ 1,495,921	$ 308,779	$ -	$ -	$ -	$ -	$ -
114,915	-	-	-	-	-	330,892
1,066	583	96	1,451	750	318	568
170,369	-	66,991	802,391	238,857	88,343	132,320
1,782,271	309,362	67,087	803,842	239,607	88,661	463,780
-	-	-	-	-	-	-
1,539,048	1,942	-	4,314	-	43,344	212,607
17,114	158,409	182,000	67,293	6,400	-	-
1,556,162	160,351	182,000	71,607	6,400	43,344	212,607
226,109	149,011	(114,913)	732,235	233,207	45,317	251,173
194,684	-	-	-	-	-	-
-	-	-	-	-	-	(436,476)
194,684	-	-	-	-	-	(436,476)
420,793	149,011	(114,913)	732,235	233,207	45,317	(185,303)
1,438,467	974,828	230,305	2,196,858	1,201,486	515,825	889,932
$ 1,859,260	$ 1,123,839	$ 115,392	$ 2,929,093	$ 1,434,693	$ 561,142	$ 704,629

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
Year ended September 30, 2023

	Theatre Restoration Fee Fund	Private Donations	Total Non-Major Special Revenue Funds
Revenues			
Intergovernmental	$ -	$ -	$ 3,418,115
Licenses and permits	-	-	445,807
Investment income	105	5	6,267
Miscellaneous	113,829	-	1,707,100
Total revenues	113,934	5	5,577,289
Expenditures			
Current			
Public safety	-	-	1,304,459
Economic environment	-	4,000	3,249,180
Capital outlay	-	-	628,138
Total expenditures	-	4,000	5,181,777
Excess of revenues over (under) expenditures	113,934	(3,995)	395,512
Other financing sources (uses)			
Transfers in	-	-	843,403
Transfers out	(159,866)	-	(596,342)
Total other financing sources (uses)	(159,866)	-	247,061
Net change in fund balances	(45,932)	(3,995)	642,573
Fund balance - beginning of year	163,964	10,000	9,621,407
Fund balance - end of year	$ 118,032	$ 6,005	$ 10,263,980

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
POLICE GRANTS FUND
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 3,408,223	$ 623,499	$ 623,499	$ -
Other	220,697	94,000	94,000	-
Total revenues	3,628,920	717,499	717,499	-
Expenditures				
Current				
Public safety	3,639,907	1,261,959	1,261,959	-
Capital outlay	130,000	44,259	44,259	-
Total expenditures	3,769,907	1,306,218	1,306,218	-
Excess of revenues over (under) expenditures	(140,987)	(588,719)	(588,719)	-
Other financing sources (uses)				
Transfers in	140,987	588,719	588,719	-
Total other financing sources (uses)	140,987	588,719	588,719	-
Net change in fund balances	-	-	-	-
Fund balance - beginning of year	23,200	23,200	23,200	-
Fund balance - end of year	$ 23,200	$ 23,200	$ 23,200	$ -

City of Fort Pierce, Florida
STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
STATE HOUSING INITIATIVES PROGRAM(SHIP)
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 461,127	$ 377,655	$ 377,655	$ -
Investment income	100	334	334	-
Total revenues	461,227	377,989	377,989	-
Expenditures				
Current				
Economic environment	461,227	529,650	529,650	-
Total expenditures	461,227	529,650	529,650	-
Excess of revenues over (under) expenditures	-	(151,661)	(151,661)	-
Other financing sources (uses)				
Transfers in	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(151,661)	(151,661)	-
Fund balance - beginning of year	571,261	571,261	571,261	-
Fund balance - end of year	$ 571,261	$ 419,600	$ 419,600	$ -

City of Fort Pierce, Florida
STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
COMMUNITY DEVELOPMENT BLOCK GRANT
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 1,011,888	$ 596,017	$ 596,017	$ -
Investment income	500	560	560	-
Other	5,000	-	-	-
Total revenues	1,017,388	596,577	596,577	-
Expenditures				
Current				
Economic environment	1,077,388	914,275	914,275	-
Total expenditures	1,077,388	914,275	914,275	-
Excess of revenues over(under) expenditures	(60,000)	(317,698)	(317,698)	-
Other financing sources (uses)				
Transfers in	60,000	60,000	60,000	-
Total other financing sources (uses)	60,000	60,000	60,000	-
Net change in fund balances	-	(257,698)	(257,698)	-
Fund balance - beginning of year	628,562	628,562	628,562	-
Fund balance - end of year	$ 628,562	$ 370,864	$ 370,864	$ -

City of Fort Pierce, Florida
STATEMENT OF SPECIAL REVENUE FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
HURRICANE HOUSING RECOVERY GRANT FUND
Year ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Intergovernmental	$ 429,385	$ 16,244	$ 16,244	$ -
Investment income	2,500	301	301	-
Total revenues	431,885	16,545	16,545	-
Expenditures				
Current				
Economic environment	431,885	-	-	-
Total expenditures	431,885	-	-	-
Excess of revenues over expenditures	-	16,545	16,545	-
Other financing sources (uses)				
Transfers in	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	16,545	16,545	-
Fund balance - beginning of year	530,588	530,588	530,588	-
Fund balance - end of year	$ 530,588	$ 547,133	$ 547,133	$ -

City of Fort Pierce, Florida
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
September 30, 2023

	Section 108 Loan	Fort Pierce Redevelopment Refunding 2015	Capital Lease	Capital Improvement Refunding 2019
ASSETS				
Cash and investments	$ 247,352	$ 516,777	$ 45,537	$ 95,190
Advance to other funds	3,902	-	-	-
Total Assets	$ 251,254	$ 516,777	$ 45,537	$ 95,190
LIABILITIES AND FUND BALANCES				
FUND BALANCES				
Restricted	247,352	516,777	45,537	95,190
Assigned	3,902	-	-	-
Total fund balance	251,254	516,777	45,537	95,190
Total liabilities and fund balance	$ 251,254	$ 516,777	$ 45,537	$ 95,190

Capital Improvement Refunding 2020A	Capital Improvement Refunding 2020B	Capital Improvement Refunding 2020C	Fort Pierce Redevelopment Refunding 2021	Total Nonmajor Debt Service Funds
$ 1,162,378	$ 28,838	$ 31,450	$ 57,890	$ 2,185,412
-	-	-	-	3,902
$ 1,162,378	$ 28,838	$ 31,450	$ 57,890	$ 2,189,314
1,162,378	28,838	31,450	57,890	2,185,412
-	-	-	-	3,902
1,162,378	28,838	31,450	57,890	2,189,314
$ 1,162,378	$ 28,838	$ 31,450	$ 57,890	$ 2,189,314

City of Fort Pierce, Florida
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NONMAJOR DEBT SERVICE FUNDS
Year Ended September 30, 2023

	Section 108 Loan	Fort Pierce Redevelopment Refunding 2015	Capital Lease	Capital Improvement Refunding 2019	Capital Improvement Refunding 2020A
Revenues					
Investment income	$ 4,926	$ 585	$ -	$ 310	$ 120
Miscellaneous	-	-	110,836	-	-
Total revenues	4,926	585	110,836	310	120
Expenditures					
Debt service					
Principal	283,000	1,220,000	1,219,268	1,410,000	366,230
Interest and fees	16,583	401,362	151,871	885,000	54,663
Other	-	-	-	400	-
Total expenditures	299,583	1,621,362	1,371,139	2,295,400	420,893
Excess of revenues over (under) expenditures	(294,657)	(1,620,777)	(1,260,303)	(2,295,090)	(420,773)
Other financing sources (uses)					
Transfers in	-	1,621,440	1,305,840	2,295,000	420,893
Total other financing sources (uses)	-	1,621,440	1,305,840	2,295,000	420,893
Net change in fund balances	(294,657)	663	45,537	(90)	120
Fund balances - beginning of year	545,911	516,114	-	95,280	1,162,258
Fund balances - end of year	$ 251,254	$ 516,777	$ 45,537	$ 95,190	$ 1,162,378

Capital Improvement Refunding 2020B	Capital Improvement Refunding 2020C	Fort Pierce Redevelopment Refunding 2021	Total Nonmajor Debt Service Funds
$ 188	$ 111	$ 54	$ 6,294
-	-	-	110,836
188	111	54	117,130
533,680	518,568	580,000	6,130,746
8,193	53,329	249,200	1,820,201
-	-	-	400
541,873	571,897	829,200	7,951,347
(541,685)	(571,786)	(829,146)	(7,834,217)
542,470	571,900	829,200	7,586,743
542,470	571,900	829,200	7,586,743
785	114	54	(247,474)
28,053	31,336	57,836	2,436,788
$ 28,838	$ 31,450	$ 57,890	$ 2,189,314

THIS PAGE INTENTIONALLY LEFT BLANK

STATISTICAL SECTION

A-1 STATISTICAL TABLES

This section of the City of Fort Pierce's Comprehensive Annual Report contains information to assist the reader in understanding the financial Statements, notes to the financial and other supplemental information.

Financial Trends - These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity - These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity - These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information - These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report related to the services the City provides and the activities it performs.

MISCELLANEOUS STATISTICS
September 30, 2023

Date of Incorporation:		February 2, 1901
Adoption of City Charter:		1957
Form of Govt:		Commission/City Manager
Fiscal Year:		October 1, 2022 through September 30, 2023
Area:		35.89 square miles as of 9/30/2023
Number of Employees:		739.0
City	441.0	
Utilities Authority	298.0	
Police Protection:		
Number of Stations		2
Number of Arresting Personnel		126
Fire Protection:		
(County wide)		
Number of Stations		17
Number of Firemen & Officers		444
Infrastructure:		
City Buildings		25
Cemeteries (not City owned)		5
City Bridges		15
*Vehicle	6	
*Pedestrian	9	
Traffic Lights		211
*Flashing Lights	32	
*Traffic & Caution Lights	179	
Street Lights		5,413
Miles of:		
*Paved Streets	181.9	
*Unpaved Streets	2.7	
Total Streets		184.6
Canals		10.1
Curbs and Gutters		124.0
Seawalls		1.1
Sidewalks		116.1
Storm Sewers		75.6
Building Permits New Construction:		400
Construction Valuation		$ 207,086,054

City of Fort Pierce Population:	
1940	8,040
1950	13,502
1960	25,113
1970	29,721
1980	33,802
1990	36,830
2000	38,401
2010	41,590
2020	47,297
Recreation:	
Acres of Public Parks	294.3
Miles of Public Beach	2.3
Baseball Practice Fields	23
Basketball Courts	11
Boat Ramps	10
Football Fields	1
Playgrounds	12
Municipal Pools	2
Racquetball	2
Shuffleboard Courts	1
Tennis Courts	17
Pickle Ball Courts	2
Utilities Customers:	
Electric	29,195
Water	22,268
Wastewater	16,456
Natural Gas	4,088
County Schools Enrollment: *	
ESE (all grades)	7,351
Elementary , Non ESE	18,267
Middle , Non ESE	9,826
High School , Non ESE	14,307
Total Enrollment	49,751
Solid Waste Customers:	
Commercial	1,862
Residential	13,337
Public	23

Sources: City of Fort Pierce financial records, St. Lucie County Fire District records, Ft. Pierce Utilities Authority, St. Lucie County School records and Bureau of Business and Economic Research.
*St. Lucie County School Board figures are the most recent printed at time of publication.

City of Fort Pierce, Florida

Net Position by Component

Last Ten Fiscal Years

		Fiscal Year			
		2023	**2022**	**2021**	**2020**
Governmental activities					
Net invested in capital assets	$	58,891,812	$ 54,082,341	$ 47,627,381	$ 46,251,077
Restricted		2,185,412	2,017,888	2,657,036	2,930,970
Unrestricted		18,697,782	19,713,243	14,661,714	9,514,766
Adjustment to record net pension liability	*	-	-	-	-
Adjustment to record net OPEB liability	**	-	-	-	-
Adjustment to record net leases	****	-	-	98,783	-
Adjustment to record net SBITA's	*****		611,710		
Total government activities net Position	$	79,775,006	$ 76,425,182	$ 65,044,914	$ 58,696,813
Business type activities					
Net invested in capital assets	$	68,842,781	$ 69,208,220	$ 69,981,401	$ 70,914,575
Restricted		-	-	-	-
Unrestricted		9,885,603	7,336,743	3,006,807	(2,325,936)
Adjustment to record net pension liability	*	-	-	-	-
Adjustment to record net OPEB liability	**	-	-	-	-
Adjustment to record net leases	****	-	-	120,436	-
Adjustment to record net SBITA's	*****		(24,024)		
Total business-type activities net Position	$	78,728,384	$ 76,520,939	$ 73,108,644	$ 68,588,639
Primary Government					
Net invested in capital assets	$	127,734,593	$ 123,290,561	$ 117,608,782	$ 117,165,652
Restricted		2,185,412	2,017,888	2,657,036	2,930,970
Unrestricted		28,583,385	27,049,986	17,668,521	7,188,830
Adjustment to record net pension liability	*	-	-	-	-
Adjustment to record net OPEB liability	**	-	-	-	-
Adjustment to prior period	***	-	-	-	(4,661,158)
Adjustment to record net leases	****	-	-	219,219	-
Adjustment to record net SBITA's	*****	-	587,686		
Total primary government net Position	$	158,503,390	$ 152,946,121	$ 138,153,558	$ 122,624,294

Source: Statement of Net Position

* Implementation of GASB 68

** Implementation of GASB 75

*** Correction of error (land)

****Implementation of GASB 87

*****Implementation of GASB 96

Fiscal Year					
2019	2018	2017	2016	2015	2014
$ 43,122,969	$ 41,656,393	$ 41,206,642	$ 39,077,396	$ $ 37,055,350	$ 34,114,524
3,428,020	2,347,896	2,906,878	5,300,896	6,911,826	7,644,201
5,110,643	6,103,498	2,817,495	4,960,007	5,825,232	9,166,286
-	-	-	-	-	(1,761,220)
-	-	(1,017,916)	-	-	-
-	-	-	-	-	-
$ 51,661,632	$ 50,107,787	$ 45,913,099	$ 49,338,299	$ 49,792,408	49,163,791
$ 68,807,409	$ 68,117,114	$ 68,530,285	$ 69,349,261	$ $ 72,258,131	$ 66,234,195
2,387,689	-	-	-	-	-
(1,781,464)	685,832	180,432	1,271,085	4,277,533	13,349,535
-	-	-	-	-	(270,999)
-	-	(216,887)	-	-	-
-	-	-	-	-	-
$ 69,413,634	$ 68,802,946	$ 68,493,830	$ 70,620,346	$ 76,535,664	79,312,731
$ 111,930,378	$ 109,773,507	$ 109,736,927	$ 108,426,657	$ $109,313,481	$100,348,719
5,815,709	2,347,896	2,906,878	5,300,896	6,911,826	7,644,201
3,329,179	6,789,330	2,997,927	6,231,092	10,102,765	22,515,821
-	-	-	-	-	(2,032,219)
-	-	(1,017,916)	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
$ 121,075,266	$ 118,910,733	$ 114,623,816	$ 119,958,645	$ 126,328,072	128,476,522

City of Fort Pierce, Florida
Changes in Net Position
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022****	**2021***	**2020**
Expenses				
Government activities:				
General government	$ 19,403,849	$ 16,494,556	$ 12,719,596	$ 13,317,064
Public Safety	25,684,922	23,312,166	16,401,467	17,827,436
Transportation	8,754,395	7,459,528	6,454,122	6,238,070
Economic Environment	5,660,989	3,138,349	2,312,522	1,561,735
Culture and recreation	4,138,535	4,003,125	2,947,750	2,849,467
Interest of long-term debt	1,632,918	1,908,511	2,484,294	2,446,784
Total government activities expenses	$ 65,275,608	$ 56,316,235	$ 43,319,751	$ 44,240,556
Business-type activities				
Solid Waste	$ 8,035,716	$ 8,001,285	$ 6,987,006	$ 6,902,042
Marina	5,527,889	5,335,694	4,279,627	3,646,829
Storm Water	3,085,038	2,820,373	2,921,026	2,883,250
Golf Course	1,698,507	1,629,767	1,584,953 *	1,653,957
Sunrise Theater	3,788,428	3,599,968	1,709,364	3,002,666
Animal Center	932,008	-	-	-
Building Fund	3,137,458	2,974,553	2,474,895	2,223,204
Total business-type activities	$ 26,205,044	$ 24,361,640	$ 19,956,871	$ 20,311,948
Total primary government expenses	$ 91,480,652	$ 80,677,875	$ 63,276,622	$ 64,552,504
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 2,521,813	$ 2,654,173	$ 1,552,220	$ 1,477,614
Public Safety	846,797	1,059,156	859,996	648,949
Transportation	1,849,538	2,989,411	1,710,182	949,025
Economic Environment	10,940,095	9,439,197	9,188,081	9,723,818
Culture and recreation	588,905	612,775	516,544	403,027
Operating grants and contributions	4,433,589	4,735,222	1,220,020	1,245,979
Capital grants and contributions	1,369	4,146,672	1,090,400	-
Total governmental activities program revenues	$ 21,182,106	$ 25,636,606	$ 16,137,443	$ 14,448,412
Business-type activities				
Charges for services:				
Solid Waste	$ 8,549,352	$ 8,158,675	$ 7,895,230	$ 7,681,585
Marina	5,577,315	5,154,726	4,285,585 *	2,733,006
Storm Water	5,029,550	3,512,114	3,828,246	3,888,785
Golf Course	1,096,603	1,200,270	1,212,072	1,262,210
Sunrise Theater	2,726,236	2,590,383	703,333	1,845,847
Animal Center	66,386	-	-	-
Building Fund	5,253,079	6,435,242	4,723,281	2,624,479
Operating grants and contributions	172,660	548,305	1,096,610	-
Capital grants and contributions	-	-	646,931	113,331
Total business-type activities	$ 28,471,181	$ 27,599,715	$ 24,391,288	$ 20,149,243
Total primary government revenues	$ 49,653,287	$ 53,236,321	$ 40,528,731	$ 34,597,655
Net (Expense) Revenue				
Governmental activities	(44,093,502)	(30,679,629)	(27,182,308)	(29,792,144)
Business-type activities	$ 2,266,137	$ 3,238,075	$ 4,434,417	$ (162,705)
Total primary government net expenses	$ (41,827,365)	$ (27,441,554)	$ (22,747,891)	$ (29,954,849)

	Fiscal Year					
	2019	**2018**	**2017**	**2016**	**2015**	**2014**
$	12,478,803	$ 12,453,169	$ 12,679,532	$ 10,188,059	$ 9,615,174	$ 9,098,006
	18,718,692	16,341,557	16,426,201	15,293,734	15,130,557	14,753,228
	6,743,878	6,382,606	6,224,923	5,868,560	5,729,773	6,071,542
	1,779,196	1,526,508	1,104,259	1,262,385	1,513,335	1,110,448
	3,013,258	2,773,173	2,529,937	2,153,169	2,206,744	2,522,271
	3,163,194	2,891,268	3,567,822	4,624,442	3,778,626	3,754,510
$	45,897,021	$ 42,368,281	$ 42,532,674	$ 39,390,349	$ 37,974,209	$ 37,310,005
$	6,778,735	$ 6,745,265	$ 6,235,640	$ 5,689,842	$ 5,708,431	$ 5,264,288
	4,375,846	4,180,073	4,078,834	3,512,275	3,344,558	2,610,077
	3,321,553	3,275,415	5,202,294	7,939,853	5,658,447	6,130,795
	1,628,188	1,432,238	1,553,141	1,510,721	1,574,074	1,587,070
	3,666,296	3,832,927	4,376,238	4,595,335	4,440,222	4,080,883
	-	-	-	-	-	-
	1,857,393	1,632,847	1,304,815	1,194,096	1,175,458	1,014,511
$	21,628,011	$ 21,098,765	$ 22,750,962	$ 24,442,122	$ 21,901,190	$ 20,687,624
$	67,525,032	$ 63,467,046	$ 65,283,636	$ 63,832,471	$ 59,875,399	$ 57,997,629
$	1,496,288	$ 1,581,796	$ 2,127,748	$ 1,180,822	$ 1,107,288	$ 489,335
	624,537	915,607	402,673	559,349	478,889	391,592
	750,443	580,770	299,620	246,932	116,573	87,391
	7,883,792	6,452,713	6,883,000	7,296,531	6,047,847	3,904,780
	700,526	425,848	254,567	166,683	177,797	200,402
	832,985	3,922,855	1,422,785	385,082	1,823,584	4,169,400
	-	-	-	-	527,089	3,599,755
$	12,288,571	$ 13,879,589	$ 11,390,393	$ 9,835,399	$ 10,279,067	$ 12,842,655
$	7,648,557	$ 7,806,315	$ 6,676,775	$ 6,544,120	$ 6,376,443	$ 6,264,167
	3,470,692	3,635,137	3,729,402	2,856,262	2,196,705	1,737,088
	2,845,271	2,691,049	2,724,106	2,708,419	3,259,131	2,707,758
	1,151,369	1,127,258	979,461	1,235,869	1,373,744	1,417,093
	2,466,477	2,415,352	2,765,443	3,342,281	3,539,762	2,959,181
	-	-	-	-	-	-
	2,336,544	2,158,592	1,369,165	1,360,416	1,231,122	1,276,557
	-	1,433,973	712,500	-	-	-
	2,890,929	351,428	-	407,561	1,959,954	7,142,646
$	22,809,839	$ 21,619,104	$ 18,956,852	$ 18,454,928	$ 19,936,861	$ 23,504,490
$	35,098,410	$ 35,498,693	$ 30,347,245	$ 28,290,327	$ 30,215,928	$ 36,347,145
	(33,608,450)	(28,488,692)	(31,142,281)	(29,554,950)	(27,695,142)	(24,467,350)
$	1,181,828	$ 520,339	$ (3,794,110)	$ (5,987,194)	$ (1,964,329)	$ 2,816,866
$	(32,426,622)	$ (27,968,353)	$ (34,936,391)	$ (35,542,144)	$ (29,659,471)	$ (21,650,484)

General Revenues and Other Changes in Net Position

	Fiscal Year			
	2023	**2022****	**2021***	**2020**
Governmental Activities:				
Taxes				
Ad valorem tax	$ 22,365,567	$ 19,490,242	$ 18,060,334	$ 17,112,787
General Sales and use tax	2,488,364	2,342,735	2,192,379	2,062,075
Utility service and franchise	5,358,887	4,693,936	4,562,722	4,448,412
State Revenue Sharing	2,347,309	2,102,740	1,636,818	1,413,886
Additional one-cent sales tax	6,042,296	5,366,622	4,520,661	3,857,988
Insurance Premium tax	544,239	453,086	435,343	412,335
Component unit transfer	6,758,421	6,524,408	6,342,445	6,276,267
Miscellaneous	1,423,551	1,236,162	390,056 *	300,350
Unrestricted investment earnings	43,100	22,556	116,341	241,621
Extraordinary Item	-	-	-	-
Transfers	71,592	(172,590)	(65,532)	701,604
Total government activities	$ 47,443,326	$ 42,059,897	$ 38,191,567	$ 36,827,325
Business-type activities				
Investment earnings	$ 12,900	$ 1,630	$ 20,056	$ 39,314
Insurance proceeds-unrestricted	-	-	-	-
Miscellaneous	-	-	-	-
Transfers	(71,592)	172,590	65,532	(701,604)
Total business-type activities	$ (58,692)	$ 174,220	$ 85,588	$ (662,290)
Total primary government	$ 47,384,634	$ 42,234,117	$ 38,277,155	$ 36,165,035
Change in Net Position				
Governmental Activities	$ 3,349,824	$ 11,380,268	$ 11,009,259	$ 7,035,181
Business-type activities	2,207,445	3,412,295	4,520,005	(824,995)
Total primary government	$ 5,557,269	$ 14,792,563	$ 15,529,264	$ 6,210,186

Source: Statement of Activities
*FY 2021 restated for GASB 87
**FY 2022 restated for GASB 96

	Fiscal Year					
	2019	**2018**	**2017**	**2016**	**2015**	**2014**
$	15,823,291	$ 15,118,042	$ 13,973,397	$ 13,171,397	$ 11,882,126	$ 11,958,161
	2,220,408	2,129,418	2,059,076	2,082,894	2,072,741	2,084,479
	4,358,981	4,332,987	4,314,862	4,261,492	4,209,187	4,213,534
	1,525,975	1,445,623	1,392,722	1,323,800	1,282,595	1,211,575
	3,034,894	1,898,973	1,776,224	1,666,089	1,603,223	1,495,885
	402,063	367,113	329,933	302,837	265,449	248,113
	6,125,454	6,138,645	5,968,785	5,809,302	5,735,240	5,605,157
	423,093	412,663	417,715	201,096	259,054	91,884
	590,597	530,441	312,404	305,599	166,607	193,528
	-	-	-	-	-	-
	657,539	309,475	(1,810,121)	(23,665)	847,537	815,331
$	35,162,295	$ 32,683,380	$ 28,734,997	$ 29,100,841	$ 28,323,759	$ 27,917,647
$	86,399	$ 98,252	$ 74,360	$ 48,211	$ 34,799	$ 44,148
	-	-	-	-	-	-
	-	-	-	-	-	-
	(657,539)	(309,475)	1,810,121	23,665	(847,537)	(815,331)
$	(571,140)	$ (211,223)	$ 1,884,481	$ 71,876	$ (812,738)	$ (771,183)
$	34,591,155	$ 32,472,157	$ 30,619,478	$ 29,172,717	$ 27,511,021	$ 27,146,464
$	1,553,845	$ 4,194,688	$ (2,407,284)	$ (454,109)	$ 628,617	$ 3,450,297
	610,688	309,116	(1,909,629)	(5,915,318)	(2,777,067)	2,045,683
$	2,164,533	$ 4,503,804	$ (4,316,913)	$ (6,369,427)	$ (2,148,450)	$ 5,495,980

City of Fort Pierce, Florida
Fund Balances, Government Funds
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
General Fund				
Nonspendable	$ 552,238	$ 466,664	$ 61,326	$ 393,603
Restricted	-	-	-	-
Committed	-	-	-	-
Assigned	5,301,265	4,751,350	4,332,387	4,242,997
Unassigned	8,203,141	7,714,214	6,512,447	5,189,540
Unreserved	-	-	-	-
Total General Fund	$ 14,056,644	$ 12,932,228	$ 10,906,160	$ 9,826,140
All Other Government Funds				
Special Revenue:				
Restricted	$ 27,080,182	$ 22,029,663	$ 15,526,859	$ 12,719,054
Nonspendable	29,787	44,305	-	11,273
Assigned	199,537	4,583	-	4,583
Committed	-	-	-	-
Debt Service:				
Restricted	2,185,412	2,134,749	2,017,888	1,965,204
Assigned	3,902	302,039	643,731	965,766
Capital projects:				
Restricted	-	-	-	-
Total all other governmental funds	$ 29,498,820	$ 24,515,339	$ 18,188,478	$ 15,665,880
Total governmental and general funds	$ 43,555,464	$ 37,447,567	$ 29,094,638	$ 25,492,020

Source: Balance Sheet Governmental Funds

Fiscal Year					
2019	2018	2017	2016	2015	2014
$ 52,692	$ 403,855	$ 347,570	$ 316,714	$ 74,213	$ 295,821
-	-	-	-	-	-
462,950	836,909	710,407	550,000	550,000	723,134
4,242,997	3,890,961	3,688,620	3,582,326	3,582,326	3,404,652
3,981,710	4,518,827	1,423,048	403,281	255,096	(126,374)
-	-	-	-	-	-
$ 8,740,349	$ 9,650,552	$ 6,169,645	$ 4,852,321	$ 4,461,635	$ 4,297,233
$ 9,410,349	$ 7,262,071	$ 6,068,627	$ 4,445,596	$ 2,493,441	$ 2,339,723
14,196	14,261	12,067	16,573	-	18,429
4,583	4,583	4,584	184,984	184,984	184,984
-	-	-	-	290,254	130,783
2,145,172	757,718	1,019,095	2,974,093	3,750,413	3,722,988
1,282,848	1,590,178	1,887,820	-	-	-
-	-	-	2,326,803	3,161,413	3,921,213
$ 12,857,148	$ 9,628,811	$ 8,992,193	$ 9,948,049	$ 9,880,505	$ 10,318,120
$ 21,597,497	$ 19,279,363	$ 15,161,838	$ 14,800,370	$ 14,342,140	$ 14,615,353

City of Fort Pierce, Florida
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
Revenues				
Taxes	$ 30,212,818	$ 26,526,913	$ 24,815,435	$ 23,623,274
Licenses, fees and permits	1,188,104	1,358,610	1,169,930	843,397
Intergovernmental	23,363,681	25,517,665	15,725,584	14,750,257
Charges for services	749,783	746,885	462,635	302,697
Fines and penalties	351,644	242,484	247,456	387,801
Contributions from component units	6,758,421	6,524,408	6,342,445	6,276,267
Investment earnings	43,100	22,556	116,343	241,621
Other revenues	7,436,515	8,633,281	5,894,721	5,897,805
Total revenues	$ 70,104,066	$ 69,572,802	$ 54,774,549	$ 52,323,119
Expenditures				
General government	17,837,638	16,045,102	14,124,075	13,869,729
Public safety	20,628,387	20,383,195	17,148,820	16,648,464
Transportation	4,211,352	3,651,724	3,302,055	3,078,572
Economic environment	5,469,645	3,136,450	2,247,952	1,469,508
Culture and recreation	3,281,489	3,323,547	2,757,528	2,464,639
Capital outlay	6,005,092	8,040,027	3,494,130	5,566,761
Debt service:				
Principal	6,130,746	6,089,637	5,908,787	5,325,842
Interest	1,823,645	1,872,973	2,193,636	2,338,879
Other	400	900	329,999	180,953
Total expenditures	$ 65,388,394	$ 62,543,555	$ 51,506,982	$ 50,943,347
Excess of Revenues over and (under) expenditures	$ 4,715,672	$ 7,029,247	$ 3,267,567	$ 1,379,772
Other Financing sources (Uses)				
Transfers in	$ 15,358,663	$ 19,884,102	$ 29,496,579	$ 15,680,193
Transfers out	(15,287,071)	(20,056,692)	(29,562,111)	(14,978,589)
Issuance of debt/Lease	1,320,633	1,496,272	6,875,000	13,937,184
Premium/Discount on issuance of debt	-	-	1,075,583	-
Proceeds from refunding	-	-	-	-
Payment on Current Refunding	-	-	(7,550,000)	-
Payment on Advance Refunding	-	-	-	(12,124,037)
Total sources (uses)	$ 1,392,225	$ 1,323,682	$ 335,051	$ 2,514,751
Special Item-Sale of Land				
Net change in fund balances	$ 6,107,897	$ 8,352,929	$ 3,602,618	$ 3,894,523
Debt service as a percentage of non capital expenditures	13.4%	14.6%	16.9%	16.9%

SOURCE: Statement of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year						
2019	**2018**	**2017**	**2016**	**2015**	**2014**
$ 22,402,679	$ 21,580,447	$ 20,347,337	$ 19,515,783	$ 18,164,053	$ 18,256,174
804,478	907,438	390,963	374,499	435,346	333,806
12,875,765	13,198,242	10,448,502	9,899,947	10,661,557	15,104,540
431,027	382,717	285,520	288,911	261,508	226,708
363,464	552,145	189,139	301,765	245,930	202,277
6,125,454	6,138,645	5,968,785	5,809,302	5,735,240	5,605,157
590,594	530,441	312,404	305,599	166,607	193,528
4,633,692	3,730,516	5,476,101	5,088,808	3,656,005	4,734,719
$ 48,227,153	$ 47,020,591	$ 43,418,751	$ 41,584,614	$ 39,326,246	$ 44,656,909
12,897,475	12,259,917	12,538,429	10,409,135	10,013,455	10,151,988
16,885,445	15,608,843	15,253,746	13,870,188	13,873,313	14,032,891
3,145,704	3,074,578	3,068,423	2,747,800	2,684,573	3,122,509
1,679,942	1,435,852	1,021,717	1,182,662	1,434,987	1,033,042
2,530,491	2,444,590	2,217,612	1,902,214	1,948,803	2,150,857
2,034,264	3,032,948	3,263,816	3,253,508	3,575,611	10,185,718
5,185,396	4,742,039	4,289,252	3,788,108	3,151,895	2,718,000
2,676,241	2,476,039	3,107,687	3,935,165	3,760,086	3,647,762
67,673	113,527	71,193	552,254	4,273	72,534
$ 47,102,631	$ 45,188,333	$ 44,831,875	$ 41,641,034	$ 40,446,996	$ 47,115,301
$ 1,124,522	$ 1,832,258	$ (1,413,124)	$ (56,420)	$ (1,120,750)	$ (2,458,392)
$ 16,494,082	$ 10,966,769	$ 15,746,154	$ 10,826,011	$ 13,675,604	$ 14,954,554
(15,836,543)	(10,657,294)	(17,560,935)	(10,982,301)	(12,828,067)	(14,139,223)
28,232,772	6,869,010	3,589,373	-	-	-
-	-	-	-	-	-
-	-	-	59,370,000	-	6,079,229
-	-	-	(17,400,000)	-	-
(27,696,699)	(4,893,218)		(41,299,060)	-	-
1,193,612	2,285,267	1,774,592	$ 514,650	847,537	6,894,560
2,318,134	4,117,525	361,468	$ 458,230	(273,213)	4,436,168
17.4%	17.1%	17.8%	20.1%	18.7%	17.2%

City of Ft. Pierce. Florida
Changes In Net Position, Fiduciary Funds
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
Additions				
Employer	$ 6,367,089	$ 5,758,891	$ 5,328,802	$ 5,343,484
Employees	2,729,223	2,550,912	2,422,754	2,406,609
State	544,239	453,086	435,343	412,335
Other	-	-	-	-
Investment income (net of expenses)	$ 21,008,387	$ (41,913,677)	$ 43,000,803	$ 20,283,302
Total additions to plan net position	$ 30,648,938	$ (33,150,788)	$ 51,187,702	$ 28,445,730
Deductions				
Benefit payments	$ 18,213,320	$ 17,031,923	$ 16,283,132	$ 15,469,233
Refunds	685,932	436,538	271,288	574,347
Administrative expenses	298,983	291,880	288,035	281,557
Other expenses	-	23,714	20,651	20,651
Total deductions from plan net position	$ 19,198,235	$ 17,784,055	$ 16,863,106	$ 16,345,788
Change in net position	$ 11,450,703	$ (50,934,843)	$ 34,324,596	$ 12,099,942

Source: Combining Statement of Changes in Fiduciary Funds Net Position

Fiscal Year					
2019	**2018**	**2017**	**2016**	**2015**	**2014**
$ 5,240,707	$ 4,909,654	$ 4,565,884	$ 4,211,312	$ 4,093,268	$ 4,356,127
2,388,106	2,192,861	2,156,251	2,005,283	1,925,831	1,943,411
402,063	367,113	329,933	302,837	265,449	248,113
-	-	-	-	-	-
$ 6,004,246	$ 20,351,634	$ 20,081,849	$ 17,392,106	$ 2,511,123	$ 17,721,192
$ 14,035,122	$ 27,821,262	$ 27,133,917	$ 23,911,538	$ 8,795,671	$ 24,268,843
$ 14,874,016	$ 14,170,078	$ 13,736,690	$ 13,389,859	$ 12,959,826	$ 12,606,823
467,789	344,428	298,276	786,340	408,937	440,758
325,176	215,247	206,760	204,174	153,522	176,528
20,651	19,406	19,406	19,406	21,601	20,829
$ 15,687,632	$ 14,749,159	$ 14,261,132	$ 14,399,779	$ 13,543,886	$ 13,244,938
$ (1,652,510)	$ 13,072,103	$ 12,872,785	$ 9,511,759	$ (4,748,215)	$ 11,023,905

City of Fort Pierce, Florida
Assessed Value and Actual Value of Taxable Property
Last Ten Years

Fiscal Year Ended September 30,	Real Property	Personal Property	Centrally Assessed Property
2023	$ 4,046,297,270	$ 241,258,304	$ 12,878,470
2022	3,559,056,411	235,951,701	11,974,438
2021	3,333,122,315	223,371,179	11,666,236
2020	3,168,531,958	217,284,499	11,786,499
2019	2,973,396,245	206,673,280	11,674,621
2018	2,807,904,420	200,953,767	11,459,927
2017	2,656,205,901	199,752,821	10,889,970
2016	2,519,792,781	201,769,117	9,950,405
2015	2,420,424,296	178,560,253	8,259,241
2014	2,369,027,251	196,294,919	7,180,208

Less: Exemption	Total Taxable Assessed Value	Total Direct Tax Rate
$ 983,137,512	$ 3,317,296,532	6.9000
912,398,608	$ 2,894,583,942	6.9000
873,918,111	2,694,241,619	6.9000
835,533,570	2,562,069,386	6.9000
813,001,897	2,378,742,249	6.9000
777,186,255	2,243,131,859	6.9000
759,747,984	2,107,100,708	6.9000
744,102,164	1,987,410,139	6.9000
718,951,717	1,888,292,073	6.5786
707,506,816	1,864,995,562	6.6050

City of Fort Pierce, Florida
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

Fiscal Year	County Parks MSTU	Co Public Transit MSTU	Erosion District E	Law Enf. Jail, Judicial Sys	Co General Revenue Fund	St. Lucie County Port Bond	Childrens Services Council	St Lucie Co Fire District
2023	0.1813	0.1269	0.1763	2.7294	4.2077	-	0.4025	3.0000
2022	0.2313	0.1269	0.1763	2.9824	4.2077	-	0.4544	3.0000
2021	0.2313	0.1269	0.1763	3.2324	4.2077	-	0.4765	3.0000
2020	0.2313	0.1269	0.1497	3.2324	4.3077	-	0.4765	3.0000
2019	0.2313	0.1269	0.0925	3.4538	4.1077	-	0.4765	3.0000
2018	0.2313	0.1269	0.0925	3.4538	4.1077	-	0.4765	3.0000
2017	0.2313	0.1269	0.0925	3.2838	4.1077	-	0.4765	3.0000
2016	0.2313	0.1269	0.0925	3.2699	4.1273	0.0154	0.4765	3.0000
2015	0.2313	0.1269	0.0925	3.2699	3.7764	0.0154	0.4765	3.0000
2014	0.2313	0.1269	0.0925	3.9699	2.9221	0.0154	0.4872	3.0000

Source: St. Lucie County Property Appraisers Office

FL Inland Navigation Dist	City of Fort Pierce	County School District	Mosquito Control	S FL Water Mgmt District	Environ Signif Land Bond	Everglades Constructio n Project	Total
0.0320	6.9000	6.4790	0.1352	0.2301	-	-	24.6004
0.0320	6.9000	6.8530	0.1352	0.2572	-	-	25.3564
0.0320	6.9000	6.9490	0.1352	0.2675	-	-	25.7348
0.0320	6.9000	7.1220	0.1806	0.2795	-	-	26.0386
0.0320	6.9000	6.3350	0.2164	0.2936	-	-	25.2657
0.0320	6.9000	6.5740	0.2164	0.3100	-	-	25.5211
0.0320	6.9000	6.9270	0.2164	0.3307	-	-	25.7248
0.0320	6.9000	7.2830	0.2413	0.3551	-	-	26.1512
0.0345	6.5786	7.2410	0.2522	0.3842	-	-	25.4794
0.0345	6.6050	7.2570	0.4065	0.4110	-	-	25.5593

City of Fort Pierce, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy	
		Amount	Percentage of Levy
2023	$ 23,225,539	$ 22,311,623	96.07%
2022	20,225,408	19,465,729	96.24%
2021	18,754,651	18,005,932	96.01%
2020	17,678,279	16,913,982	95.68%
2019	16,485,272	15,811,194	95.91%
2018	16,142,879	15,686,319	97.17%
2017	14,596,858	13,990,878	95.85%
2016	13,439,692	13,134,433	97.73%
2015	12,437,017	11,869,802	95.44%
2014	12,386,111	11,676,648	94.27%

Sources: City of Fort Pierce Finance Records,
St. Lucie County Tax records DR420

Collections in Subsequent Years	Total Collections to Date	
	Amount	Percentage of Levy
$ 53,944	$ 22,365,567	96.30%
24,513	19,490,242	96.37%
54,402	18,060,334	96.30%
198,805	17,112,787	96.80%
12,097	15,823,291	95.98%
178,690	15,865,010	98.28%
(17,481)	13,973,397	95.73%
36,964	13,171,397	98.00%
12,303	11,882,105	95.54%
279,204	11,955,852	96.53%

City of Fort Pierce, Florida
Principal Revenue Payers - Property Tax
Current Year and Nine Years Ago

	2023		
Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**
Wal-Mart Stores East LP c/o Walm	90,653,406	1	3.13183%
Lawnwood Medical Center Inc. Attı	34,767,953	2	1.20114%
Ehden NV C/O Fraga Properties	25,809,574	3	0.89165%
Bellsouth Telecommunication	25,703,850	4	0.88800%
Landings Fort Pierce LLC	24,980,885	5	0.86302%
Lawnwood Medical Center Inc.	23,200,747	6	0.80152%
Treasure Cay Properties LLC	21,267,409	7	0.73473%
Destin Beach Inc, St Lucie County	18,211,706	8	0.62916%
400 PSL LLC	17,329,000	9	0.59867%
Woods Family Limited Ptnr II	15,377,763	10	0.53126%
HCA			
Florida East Coast Railway			
Morris/Satnick FP Assoc LLC			
Total	$ 297,302,291		10.2710%

* Total assessed valuation is $ 2,894,583,942

2014		
Taxable Assessed Value	**Rank**	**Percentage of Total City Taxable Assessed Value**
52,625,670	2	2.6670%
16,141,334	6	0.8180%
17,007,102	5	0.8619%
68,863,365	1	3.4899%
14,677,196	7	0.7438%
		0.0000%
8,079,141	10	0.4094%
19,608,657	4	
29,041,388	3	1.4718%
9,518,251	8	0.4824%
8,505,523	9	0.4310%
$ 244,067,627		11.3752%
$ 1,973,225,616		

City of Fort Pierce, Florida
State Revenue Sharing Funds
Last Ten Fiscal Years

Fiscal Year	State Revenue Sharing	1/2 Cent Sales Tax	Mobile Home License	Beverage License	Fuel Tax Refund	1/2 Cent Infrastructure Tax*	Total Receipts
2023	2,347,309	2,952,013	66,644	51,588	54,856	2,926,056	8,398,467
2022	2,102,740	2,722,204	63,333	53,767	50,498	2,644,418	7,636,961
2021	1,636,818	2,348,920	57,032	46,081	47,532	2,171,741	6,308,124
2020	1,413,886	1,995,480	50,053	48,513	47,741	1,862,508	5,418,180
2019	1,525,976	1,996,320	47,214	51,267	47,095	1,038,574	4,706,445
2018	1,445,623	1,898,973	45,579	45,403	56,434	-	3,492,012
2017	1,392,722	1,776,224	37,548	47,214	53,834	-	3,307,542
2016	1,323,800	1,666,089	38,013	36,752	53,354	-	3,118,008
2015	1,282,595	1,603,223	39,544	41,793	62,255	-	3,029,410
2014	1,211,575	1,495,885	36,372	39,118	54,071	-	2,837,021

Source: City of Fort Pierce Finance Records

* Implemented in 2019

THIS PAGE INTENTIONALLY LEFT BLANK

City of Fort Pierce, Florida
Fort Pierce Redevelopment Agency
Taxable Value Of Each District
Last Ten Fiscal Years

AGENCY			Fiscal Year 2023	2022	2021	2020
City of Fort Pierce						
CRA 1	(Res 82-25)	*	71,776,855	62,164,182	57,667,123	55,818,945
CRA 2	(Res 95-89)		4,478,947	3,961,912	3,554,305	3,519,215
CRA 3	(Res 96-15)		6,301,305	5,954,397	5,324,263	4,950,521
CRA 4	(Res 01-98)	*	1,114,470,898	998,048,877	849,884,830	791,359,128
	CFP Total		**1,197,028,005**	**1,070,129,368**	**916,430,521**	**855,647,809**
St. Lucie County						
CRA 1	(Res 82-25)	**	71,751,855	62,139,182	57,592,123	55,743,945
CRA 2	(Res 95-89)		4,672,454	4,161,927	3,587,795	3,540,121
CRA 3	(Res 96-15)		6,301,305	5,954,397	5,324,263	4,950,521
CRA 4	(Res 01-98)	**	1,110,741,129	979,277,976	846,196,512	787,656,659
	SLC Total		**1,193,466,743**	**1,051,533,482**	**912,700,693**	**851,891,246**

* City with historic but no senior exemption
** County with senior but no historic exemption

Fiscal Year					
2019	**2018**	**2017**	**2016**	**2015**	**2014**
54,796,766	53,285,719	50,541,442	47,636,647	48,076,622	49,234,611
3,304,951	3,196,843	3,150,181	2,742,460	2,742,460	2,591,500
4,186,715	4,085,487	3,942,324	3,853,477	3,853,477	3,173,700
710,835,016	673,134,776	632,670,747	589,287,949	592,159,262	561,639,632
773,123,448	**733,702,825**	**690,304,694**	**643,520,533**	**646,831,821**	**616,639,443**
54,721,766	53,500,126	50,720,476	47,840,681	49,841,776	49,765,511
3,304,951	3,196,843	3,150,181	2,742,460	2,742,460	2,591,500
4,186,715	4,085,487	3,942,324	3,853,477	3,853,477	3,173,700
707,204,424	669,506,626	629,469,959	586,114,655	571,482,215	558,849,211
769,417,856	**730,289,082**	**687,282,940**	**640,551,273**	**627,919,928**	**614,379,922**

City of Fort Pierce, Florida
Legal Debt Margin Information
September 30, 2023

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
Debit Limit	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000
Total Net Debt Applicable to Limit * (1)	38,174,893	42,211,743	47,173,115	52,590,350
Debit Margin	$ 28,825,107	$ 24,788,257	$ 19,826,885	$ 14,409,650
Total net debt applicable to the limit as a percentage of debt limit	56.977%	63.003%	70.408%	78.493%

* Includes all net long-term debt except debt obligations of the Community Redevelopment Agency.
(1) debt includes unamortized items

NOTE: The City Charter does not set a limit of bond indebtedness as a percentage of assessed valuation. The Charter does allow the City to borrow an aggregate of $67,000,000.

City of Fort Pierce
Direct and Overlapping Governmental Activities Debt
September 30, 2023

Jurisdiction	**Governmental Bonded Debt Outstanding**	**Percent Applicable to City***	**Total Applicable to City**
Overlapping Debt:			
St. Lucie County	122,130,561	12.18%	14,870,072
St. Lucie County District School Board**	148,442,000	10.80%	16,033,034
Overlapping Debt Totals	270,572,561		30,903,106
Direct Debt:			
City of Fort Pierce (1)	43,707,585	100.00%	43,707,585
Leases& SBITA's	3,665,258	100.00%	3,665,258
Total Direct Debt	47,372,843		47,372,843
Total direct and overlapping debt	317,945,404		78,275,949

Sources: St. Lucie County
* The percent applicable to the City is calculated using property taxable value ratios
** School Board: Exemptions for Economic Development and Additional Homestead are not included.
(1) City direct debt includes unamortized items

Sources: St. Lucie County School Board
St. Lucie County Clerk of Court
St. Lucie County Property Appraiser
City of Fort Pierce Finance Department

Fiscal Year						
2019	**2018**	**2017**	**2016**	**2015**	**2014**
$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000	$ 67,000,000
55,338,710	58,465,244	60,365,683	60,736,702	59,086,556	61,940,246
$ 11,661,290	$ 8,534,756	$ 6,634,317	$ 6,263,298	$ 7,913,444	$ 5,059,754
82.595%	87.262%	90.098%	90.652%	88.189%	92.448%

City of Fort Pierce. Florida
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years .

Governmental Activities

Fiscal Year	Redevelopment Bonds	Non-ad Valorum	Leases and Finance Purchases
2023	$ 17,723,815	25,983,770	3,665,258
2022	19,707,854	29,431,758	2,570,798
2021	20,600,000	34,332,747	1,928,380
2020	23,050,000	36,989,714	2,748,477
2019	24,770,000	39,642,639	1,674,225
2018	26,435,000	43,231,987	1,656,683
2017	28,045,000	45,720,773	52,886
2016	32,000,000	42,296,369	-
2015	30,330,000	43,419,477	-
2014	31,670,000	40,192,143	-

Source: City of Fort Pierce Financial Statements
** Debt includes unamortized items

Business-Type Activities					
Marina	**Storm water**	**Leases and Finance Purchases**	**Total Primary Government**	**Percentage of Personal Income**	**Per Capita**
6,476,406	6,521,785	985,805	61,356,839	2.67%	1,239
6,952,348	7,537,083	897,598	67,097,438	3.36%	1,356
7,417,403	8,528,880	1,180,497	73,987,907	4.09%	1,539
7,871,070	9,316,978	1,672,682	81,648,921	5.03%	1,771
8,070,875	10,214,676	851,820	85,224,235	6.08%	1,850
5,230,204	11,942,374	1,203,685	89,699,933	7.02%	1,968
5,361,342	11,970,000	1,471,677	92,621,679	7.72%	2,045
5,598,333	13,745,000	-	93,639,702	8.21%	2,105
5,827,371	13,935,000	-	93,511,848	8.20%	2,102
1,846,857	14,570,000	-	88,279,000	7.67%	2,025

City of Fort Pierce, Florida
Pledged Revenue Coverage
Last Ten Fiscal Years

Governmental Activities

Non-ad Valorum Bonds

Fiscal Year	Revenue [1]	Less: Operating Expenses [2]	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2023	$ 39,545,306	$ 28,921,091	$ 10,624,215	$ 1,681,478	$ 244,822	5.52
2022	38,367,053	26,576,763	11,790,290	2,280,282	469,953	4.29
2021	35,618,953	22,980,507	12,638,447	1,676,190	360,636	6.20
2020	35,328,942	23,939,200	11,389,742	1,480,522	422,704	5.98
2019	36,289,980	21,725,083	14,564,897	1,493,396	1,322,522	5.17
2018	29,828,824	19,680,890	10,147,934	1,244,692	1,347,312	3.92
2017	32,811,589	20,322,433	12,489,156	967,987	1,325,055	5.45
2016	30,423,143	16,406,115	14,017,028	530,000	1,119,194	8.50
2015	29,088,947	16,279,220	12,809,727	1,255,000	2,038,348	3.89
2014	30,042,740	15,262,366	14,780,374	1,185,000	2,105,055	4.49

Redevelopment Bonds [3]

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2023	$ 9,816,324	$ 4,582,336	$ 5,233,988	$ 2,947,000	$ 1,406,926	1.20
2022	8,276,953	3,813,060	4,463,894	2,672,500	1,273,255	1.13
2021	7,544,371	3,260,720	4,283,651	3,129,500	1,776,149	0.87
2020	7,492,647	3,148,729	4,343,918	3,351,611	1,770,830	0.85
2019	7,081,572	3,497,785	3,583,787	3,409,000	1,022,002	0.81
2018	6,033,664	3,179,060	2,854,604	2,884,000	1,124,766	0.71
2017	7,349,601	4,228,262	3,121,339	2,848,500	1,117,279	0.79
2016	8,192,527	2,511,834	5,680,693	2,685,000	1,542,822	1.34
2015	7,461,479	4,225,896	3,235,583	1,295,000	1,432,781	1.19
2014	8,321,415	5,173,422	3,147,993	1,205,000	1,479,406	1.17

[1] Reveunes: Less Grants, Leases, Transfers. Also, Restricted Reveunes, Local Option Gas Tax and Impact Fees

[2] Expenses: Governmental Expenditures and Public Safety Debt Financed from the Sources, and Ad Valorum Credit which started in 2004

[3] Funded by (TIF) Tax Increment Funds

[4] Statement of Revenues, Expenses and Changes in Fund Net Position-Proprietary Funds
Total Operating Revenues + Total non-operating revenues (expenses) less
Total operating expenses (less depr)

Note: Non Ad Valorum Debt: 2001 & 2002 the City of Fort Pierce paid before maturity 2.5 million in Long-Term Debt

Business Activities [4]

Marina Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2023	$ 5,555,259	$ 4,183,583	$ 1,371,676	$ 478,947	$ 183,028	2.07
2022	5,154,834	4,474,871	679,963	468,061	194,420	1.03
2021	4,164,721	3,161,999	1,002,722	458,670	234,474	1.45
2020	2,749,941	2,501,347	248,594	424,920	255,208	0.37
2019	3,458,992	2,841,350	617,642	267,620	181,293	1.38
2018	3,646,597	2,849,827	796,770	267,369	174,335	1.80
2017	3,086,148	2,474,008	612,140	244,619	208,933	1.35
2016	2,569,916	1,846,488	723,428	236,990	245,716	1.50
2015	2,203,948	2,183,515	20,433	229,038	223,573	0.05
2014	1,749,369	1,666,599	82,770	-	92,343	0.90

Storm Water Bonds

Fiscal Year	Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2023	$ 3,766,721	$ 1,491,484	$ 2,275,237	$ 1,017,600	$ 148,871	1.95
2022	3,709,485	1,389,812	2,319,674	994,100	169,976	1.99
2021	3,579,877	1,083,449	2,496,429	1,025,600	370,463	1.79
2020	3,889,632	1,126,776	2,762,856	900,000	296,960	2.31
2019	2,699,775	1,660,427	1,039,348	1,730,000	322,335	0.51
2018	2,750,689	1,612,191	1,138,498	-	351,332	3.24
2017	2,765,987	3,550,865	(784,878)	855,000	371,055	(0.64)
2016	2,747,322	4,856,140	(2,108,818)	950,000	542,329	(1.41)
2015	2,693,352	1,521,214	1,172,138	635,000	628,375	0.93
2014	2,718,550	2,538,854	179,696	635,000	657,605	0.14

City of Fort Pierce, Florida
Demopgraphic and Economic Statistics
Last Ten Calendar Year

Calender Year	City of Ft. Pierce Population *, ****	Personal Income	Median Household Income *	School Enrollment**, ***	Unemployment Rate
2023	49,508	2,293,804,656	46,332	49,751	4.7%
2022	49,488	1,995,504,624	40,323	48,511	4.3%
2021	48,038	1,807,381,712	37,624	41,277	6.2%
2020	46,103	1,622,733,394	35,198	39,872	8.7%
2019	46,071	1,402,631,595	30,445	40,160	5.7%
2018	45,581	1,277,407,525	28,025	40,160	5.9%
2017	45,295	1,200,453,385	26,503	41,458	6.5%
2016	44,484	1,140,347,340	25,635	41,589	8.4%
2015	43,601	1,151,676,814	26,414	40,764	10.4%
2014	43,074	1,193,968,206	27,719	40,951	13.7%

* U. S. Department of Commerce, Bureau of Economic Analysis (FRED)
** St. Lucie County School Board (Countywide)
*** St. Lucie County School Board figures are the most recent printed at time of publication.
**** Economic Development Council of St Lucie County

City of Fort Pierce, Florida
Principal Employers
Current Year and Nine Years Ago

Employer*	2023 Employees *	2023 Rank	2023 Percentage of Total County Employment Within the City Limits	2014 Employees *	2014 Rank	2014 Percentage of Total County Employment Within the City Limits
Lawnwood Medical Center	1847	1	2.16%	1,350	2	5.32%
Wal-mart Distribution center	1273	2	1.49%	669	3	2.64%
St Lucie County	791	3	0.93%			0.00%
Indian River State College	734	4	0.86%	625	4	2.46%
St Lucie County Fire District	539	5	0.63%	434	5	1.71%
City of Fort Pierce	358	6	0.42%	350	7	1.38%
Southern Eagle Distributing	304	7	0.36%			0.00%
FPUA	275	8	0.32%	275	9	1.08%
Natalie's Orchid Island	243	9	0.28%			0.00%
Precast Specialties	173	10	0.20%			0.00%
School Board of St Lucie County				4478	1	17.65%
Tropicana Products Inc				330	6	1.30%
Convey Health Solutions				300	8	1.18%
United States Postal Service				275	10	1.08%
Total	6,537		7.66%	9,086		35.81%
Total industry jobs in St. Lucie County	85,363			25,371		

Sources: Economic Development Council (EDC) of St. Lucie County
Florida Department of Economic Opportunity

* Total industry job information is for St. Lucie County; specific City only data is not available.
The information uses the most recent EDC data.
Nine years prior industry jobs includes Fort Pierce only, not the entire county.

City of Fort Pierce, Florida
Full-time Equivalent City Government Employees by Function/ Program
Last Ten Fiscal Years

	Fiscal Year			
Function / Program	**2023**	**2022**	**2021**	**2020**
Primary government:				
Government activities:				
General government	84.0	77.0	74.0	77.0
Public safety	191.0	186.0	173.0	178.0
Transportation	27.0	25.0	25.0	26.0
Economic environment	10.0	10.0	8.0	3.0
Culture and recreation	31.0	31.0	31.0	31.0
Total governmental activities	343.0	329.0	311.0	315.0
Business type activities				
Building Inspections	29.0	24.0	18.0	18.0
Marina	8.0	7.0	7.0	7.0
Solid Waste	39.0	38.0	34.0	35.0
Golf Course	4.0	5.0	3.0	3.0
Sunrise Theatre	4.0	3.0	6.0	8.0
Animal Shelter	14.0	-	-	-
Total Business type activities	98.0	77.0	68.0	71.0
Total all activities	441.0	406.0	379.0	386.0

Source: City of Fort Pierce Budget Document

Fiscal Year					
2019	**2018**	**2017**	**2016**	**2015**	**2014**
74.0	69.5	69.5	65.5	68.0	69.0
183.0	174.0	170.5	166.5	167.0	164.0
26.0	26.0	25.0	25.0	26.0	26.0
3.0	3.0	2.0	2.0	2.0	2.0
29.0	26.0	26.0	26.0	26.0	26.0
315.0	298.5	293.0	285.0	289.0	287.0
18.0	18.0	13.0	11.0	11.0	12.0
7.0	6.5	6.5	5.0	5.0	5.0
35.0	33.0	33.0	33.0	33.0	33.0
2.0	2.0	12.5	12.5	13.0	13.0
7.0	7.0	7.0	7.0	7.0	6.0
-	-	-	-	-	-
69.0	66.5	72.0	68.5	69.0	69.0
384.0	365.0	365.0	353.5	358.0	356.0

City of Fort Pierce, Florida
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
Function/Program				
Police/Code Enforcement				
Physical arrests	2,807	2,819	2,740	2,825
Parking Violations	1,239	1,797	701	377
Traffic Violations	2,473	2,517	2,005	2,408
Fire (County wide)				
Emergency responses	57,032	55,879	54,603	49,418
Fires calls	6,087	6,221	5,339	4,889
Refuse collections				
Refuse collected (tons per day)	147	145	146	138
Other public works				
Street resurfacing (miles)	3	3	2	1
Potholes repaired *	266	357	284	191
Parks and recreation				
Athletic fields permits issued	324	286	261	126
River Walk Center permits issued	126	119	112	73
Garden Club permits issued	59	69	78	38
Maravilla permits issued	80	85	87	65
Special Events	214	213	214	168
Old City Hall	56	26	-	8

Sources: Various City of Fort Pierce departments
Notes: * Work orders issued

Fiscal Year					
2019	**2018**	**2017**	**2016**	**2015**	**2014**
2,863	2,690	2,520	2,626	2,975	3,189
633	593	316	433	341	298
2,727	2,895	3,310	6,496	9,984	8,791
48,995	39,736	47,000	45,796	43,045	40,033
4,965	3,754	6,301	4,928	4,659	4,483
133	137	134	124	133	131
3	2	2	2	1	1
322	222	222	412	440	428
274	450	287	269	280	278
106	101	91	97	85	64
56	59	65	57	48	33
93	90	82	86	92	66
145	154	143	168	163	186
36	39	38	34	26	***

City of Fort Pierce, Florida
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2023	**2022**	**2021**	**2020**
Function/Program				
Police				
Stations	2	2	2	2
Sworn Officers	126	123	111	113
Fire				
Stations	17	17	17	17
Firefighters	444	435	403	401
Refuse collections				
Commerial	1,860	1,865	1,848	1,839
Residential	13,477	13,109	12,768	12,566
Public	23	23	23	24
Other public works				
Streets (miles)	185	185	185	185
Streetlights	5,413	5,370	5,348	5,313
Traffic signals	211	211	211	211
Parks and recreations				
Acreage	294.3	294.3	294.3	294.3
Playgrounds	12	12	12	12
Baseball/football fields/basketball courts	35	35	35	35
Tennis/handball/racquetball/shuffleboard/pickle ball	22	21	21	21
Community Centers	2	2	2	2
Miles of public beach	2.3	2.3	2.3	2.3
Pools	2	2	2	2
Utility Customers				
Electric	29,195	28,985	28,830	28,500
Water	22,268	21,792	21,420	20,700
Wastewater	16,456	16,010	15,830	15,300
Natural Gas	4,088	4,110	4,200	4,100

Sources: Various City of Fort Pierce departments and Fort Pierce Utilities Authority
* Parks Transferred to the City from St. Lucie County

Fiscal Year					
2019	**2018**	**2017**	**2016**	**2015**	**2014**
2	2	2	3	3	3
119	119	121	115	115	118
17	17	17	17	17	17
386	389	380	389	386	370
1,814	1,792	1,786	1,751	1,730	1,685
12,273	12,073	11,993	12,173	11,871	11,611
23	32	30	30	30	30
185	152	141	141	185	179
5,313	5,313	5,327	5,313	5,313	5,313
211	211	211	211	211	177
294.3	294.3	294.3	294.3	294.3	294.3
12	12	12	12	12	11
35	35	35	35	35	24
21	21	21	21	21	21
2	2	2	2	2	2
2.3	2.3	2.3	2.3	2.3	2.3
2	2	2	2	2	2
28,300	28,300	28,300	28,100	28,096	27,630
20,400	20,220	20,100	19,750	19,756	19,250
15,200	15,100	15,100	15,000	14,987	14,640
4,100	4,130	4,150	4,225	4,223	4,180

THIS PAGE INTENTIONALLY LEFT BLANK

AUDITORS' REPORTS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the City Commission
City of Fort Pierce, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Pierce, Florida (the "City") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 28, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Fort Pierce, Florida's internal control over financial reporting (internal control) as a basis for determining audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Fort Pierce, Florida's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Fort Pierce, Florida's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida
March 28, 2024

City of Fort Pierce, Florida
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
For the year ended September 30, 2023

Description	CFDA/ CSFA Number	Contract Grant Number	Expenditures	Pass-Through to Sub-Recipients
FEDERAL PROGRAMS:				
U.S. Department of Housing and Urban Development				
Direct Program:				
Community Development Block Grant Entitlement	14.218	B16-MC-12-0031	$ 1,704	-
Community Development Block Grant Entitlement	14.218	B17-MC-12-0031	13,604	-
Community Development Block Grant Entitlement	14.218	B18-MC-12-0031	213,212	-
Community Development Block Grant Entitlement	14.218	B19-MC-12-0031	232,625	-
Community Development Block Grant Entitlement	14.218	B20-MC-12-0031	101,257	-
Community Development Block Grant Entitlement	14.218	B21-MC-12-0031	33,731	-
			596,133	-
U.S. Department of Justice				
Direct Program:				
Bullet Proof Vests	16.607		24,256	-
Public Safety Partnership and Community Policing	16.710	2020-UMWX0457	361,828	-
Edward Byrne Memorial Justice Assistance	16.738	15PBJA-21-GG-01379-JAGX	20,853	-
Edward Byrne Memorial Justice Assistance	16.738	15PBJA-21-GG-02611-JAGX	22,111	-
Indirect Program:				
Passed through Florida Attorney General:				
Victims of Crime Act	16.575	VOCA-C-2023-FPPD-00204	164,023	-
Passed through Florida Department of Law Enforcement:				
Edward Byrne Memorial Justice Assistance	16.738	15PBJA-21-GG-00241-MUMU	29,733	-
			622,804	-
The Deartment of the Treasury:				
Direct Program:				
Corona Virus State and Local Fiscal Recovery Funds	21.027	SLFRP5533	1,157,243	-
Indirect Program:				
Passed through Florida Department of State:				
Corona Virus State and Local Fiscal Recovery Funds	21.027	23.s.aa.900.084	120,915	
Passed through Florida, Department of Economic Opportunity:				
Corona Virus State and Local Fiscal Recovery Funds	21.027	G0100	151,609	
			1,429,767	
TOTAL FEDERAL FINANCIAL ASSISTANCE			$ 2,648,704	$ -
STATE PROJECTS:				
Florida Department of Transportation				
Florida Shared-Use Nonmotorized Trail Network Prog.	55.038	G2H29	$ 1,450	-
Florida Housing Finance Agency:				
State Housing Initiatives Partnership Program	40.901		377,555	-
Department of Economic Opportunity				
Economic Development Tax Refund, Tax Credit and Grant Program	40.043	G0057	1,495,923	1,495,923
Florida Department of Law Enforcement				
FY 21/22 FIBRS Implementation Assist. Program	71.043	2021-FBSFA-F2-0269	695	
Department of State				
General Program Support 2023	45.061	23.c.ps.180.594	150,000	-
General Program Support 2024	45.061	24.c.ps.180.616	22,660	-
			172,660	
TOTAL STATE FINANCIAL ASSISTANCE			$ 2,048,283	$ 1,495,923

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance was prepared to include the activity of all federal and state awards of the City of Fort Pierce, Florida and is presented on the accrual method of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), and Section 215.97, Florida Statutes. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

NOTE B-INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C-CONTINGENCY

Project expenditures are subject to audit and adjustment. If any expenditures were to be disallowed by the grantor agency as a result of such an audit, any claim for reimbursement to the grantor agency would become a liability of the City. In the opinion of management, all project expenditures included on the accompanying schedule are in compliance with the terms of the project agreements and applicable federal and state laws and regulations.

Independent Auditor's Report on Compliance For Each Major Federal Awards Program and State Project and on Internal Control Over Compliance Required by Uniform Guidance and Chapter 10.550, Rules of the Auditor General

To the City Council
City of Fort Pierce, Florida

Report on Compliance for Each Major Federal Program and State Project
Opinion on Each Major Federal Program and State Project

We have audited the compliance of the City of Fort Pierce, Florida with the types of compliance requirements described in the *OMB Compliance Supplement,* and the requirements described in the Department of Financial Services *State Projects Compliance Supplement,* that could have a direct and material effect on each of its major federal awards programs for the year ended September 30, 2023. The City of Fort Pierce, Florida's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City of Fort Pierce, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles*, and Audit Requirements for Federal Awards (Uniform Guidance), and Chapter 10.550, Rules of the Auditor General. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Fort Pierce, Florida and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Fort Pierce, Florida's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the

requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Fort Pierce Florida's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Fort Pierce, Florida's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Fort Pierce, Florida's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Fort Pierce, Florida's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Fort Pierce, Florida's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General but not for the purpose of expressing an opinion on the effectiveness of City of Fort Pierce, Florida's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or as combination of deficiencies, in internal control over compliance with the type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and results of that testing based on the requirements of Uniform Guidance, and Chapter 10.550. Accordingly, this report is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida
March 28, 2024

I. Summary of Auditor Findings

1. The independent certified public accountant's report expresses an unmodified opinion on the combined financial statements of the City of Fort Pierce, Florida.
2. No material weaknesses or significant deficiencies were disclosed during the audit of the financial statements.
3. No instances of non-compliance material to the financial statements were disclosed during the audit.
4. No material weaknesses were disclosed during the audit of the major federal awards programs or state projects.
5. The independent certified public accountant's report on compliance for the major federal awards and state projects expresses an unmodified opinion.
6. There were no audit findings relative to the major federal awards programs or state projects.
7. The programs tested as major programs were as follows:

Federal Programs:
CFDA Number: 14.218 Community Development Block Grant Entitlement
State Projects:
CSFA Number: 40.043 Economic Dev. Tax Refund, Tax Credit Grant Program

The threshold for distinguishing between Type A and Type B programs was $750,000 for major federal programs and $614,485 for state projects.

8. The City of Fort Pierce, Florida was determined to be a low risk auditee for federal program testing pursuant to Uniform Guidance.

II. Financial Statement Findings

There were no financial statement findings required to be reported in accordance with Chapter 5.18 of *Government Auditing Standards.*

III. Federal Program and State Project Findings and Questioned Costs

IV. There were no audit findings that are required to be reported in accordance with CFR 200.516(a) or state projects as defined by Rule 10.654(1)(g)4.

V. Summary Schedule of Prior Audit Findings

There were no prior audit findings.

Independent Accountant's Report on Compliance With Section 218.415, Florida Statutes

To the City Commission
Fort Pierce, Florida

We have examined the City's compliance with the requirements of Section 218.415, Florida Statutes with regards to the City's investments during the year ended September 30, 2023. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, Local Government Investment Policies, for the year ended September 30, 2023, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the City and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
March 28, 2024

Management Letter

To the City Commission
City of Fort Pierce, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Fort Pierce, Florida, as of and for the year ended September 30, 2023, and have issued our report thereon dated March 28, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 28, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit. There were no findings or recommendations noted in the preceding annual financial audit.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements.

The City was created, established, and incorporated under the City Charter, as adopted by Laws of Florida Chapter 65-1351 and is further governed by state and local laws and regulations. The City also has two component units, the Fort Pierce Utility Authority (discretely presented) and the Community Redevelopment Agency (blended). The voters of the City of Fort Pierce, Florida authorized the organization of the Fort Pierce Utilities Authority at a special election held May 30, 1972. City Ordinance No. F-399 (as amended by City Ordinances G-295, 296, and 297) defines the powers, duties and responsibilities of the Authority. City Ordinance No. H-239 created the Community Redevelopment Agency and delegated powers to the Agency in accordance with Florida Law and State Statutes Chapter 163.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City of Fort Pierce, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City of Fort Pierce, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City of Fort Pierce, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Special District Information – City of Ft. Pierce Community Redevelopment Agency

The required reporting items in accordance with Section 218.39(3)(c), Florida Statutes for the City of Ft. Pierce Community Redevelopment Agency (the CRA) have been reported in the separately issued audited financial statements of the CRA.

Other Matters

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)3, Rules of the Auditor General, requires us to communicate noncompliance with of provisions of contracts and grant agreements or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes

Certified Public Accountants
Fort Pierce, Florida
March 28, 2024

THE SUNRISE CITY
FORT PIERCE
FINANCE DEPARTMENT
Florida

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Johnna S. Morris, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of the City of Fort Pierce which is a local government entity of the State of Florida;
2. City of Fort Pierce adopted Ordinance No. L-61 implementing an impact fee; and
3. City of Fort Pierce has complied and, as of the date of this affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FUTHER AFFIANT SAYETH NAUGHT.

Johnna S. Morris, Director of Finance

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

SWORN TO AND SUBSCRIBED before me this 31 day of March , 2024.

NOTARY PUBLIC

Print Name Wendy Rydzewski

Personally known ✓ or produced identification _____

Type of identification produced _____

My Commission Expires:

FLORIDA NOTARY ASSOCIATION SINCE 1978

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	LINDA COX, CITY CLERK
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	COFP ANNUAL FINANCIAL/AUDIT REPORT
CAO RLS FILE:	RLS 24-113
DATE:	MARCH 21, 2024

I have reviewed the above Request for Legal Services (RLS). The Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

RESOLUTION NO. 24-R22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ACCEPTING THE FY2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Code of Ordinances, Florida Statutes, Chapter 166.241; and the Rules of the Florida Auditor General, Chapter 10.550, attached hereto is the FY2023 Annual Comprehensive Financial Report; and

WHEREAS, the organization, form, and contents of this report, plus the accompanying financial statements and statistical tables, are formulated in accordance with the principles prescribed by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, the State of Florida, the city Code of Ordinances, and the Government Finance Officers Association; and

WHEREAS, this report consists of management's representations concerning the finances of the City of Fort Pierce. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects; and

WHEREAS, Florida Statutes and the City Code of Ordinances require that an annual financial audit be performed by independent certified public accountants. This year the audit was performed by DiBartolomeo, McBee, Hartley & Barnes. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

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

SECTION 1. The City Commission hereby accepts the Annual Comprehensive Financial Report, to include the financial statements for all Governmental, Proprietary and Fiduciary Funds for the period ending September 30, 2023. Also included are Notes to the Financials and the Auditor's Reports on the statements.

SECTION 2. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of April, 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	LINDA COX, CITY CLERK
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	COFP ANNUAL FINANCIAL/AUDIT REPORT
CAO RLS FILE:	RLS 24-113
DATE:	MARCH 21, 2024

I have reviewed the above Request for Legal Services (RLS). The Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 04/15/2024

Re: Resolution Authorizing State Funded Grant Agreement for Avenue D Improvements

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Resolution 24-R24 authorizing the execution of a State Funded Grant Agreement with the Florida Department of Transportation for the improvements along Avenue D from North 29th Street to US 1.

SUMMARY:

The City received a General Appropriations Act award for FY 2023/2024 for the Avenue D Improvements. The grant is for an amount up to $1,500,000.

The project includes the milling and resurfacing of Avenue D from North 29th Street to US 1 and will construct sidewalks on the south side of Avenue D from North 29th Street to North 25th Street. Additional scope elements include installing concrete paver crosswalks and stamped asphalt crosswalks at the intersections along Avenue D. New striping and upgraded signage is included for safety enhancement. Video detection will be added at N 29th St, N 17th St, N 13th St, and N 7th St.

A State Funded Grant Agreement and Resolution are required by the Florida Department of Transportation.

RECOMMENDATION:

Staff recommends approval of the Resolution and authorizes the City Manager to execute the State Funded Grant Agreement.

ALTERNATIVES:

The City may fund the project using only City funds.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

John Andrews
City Attorney's Office
FDOT

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023
Account: 114-1111-519-6310
Amount: $1,500,000
FISCAL IMPACT:
The City will be responsible for costs over and above the $1,500,000 State Funded Grant Agreement amount. At this time, the amount shown is for estimating purposes only.

Attachments

Resolution
State Funded Grant Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/27/2024 05:57 PM
City Manager	Nick Mimms	03/29/2024 08:05 AM
Form Started By: Selena Griffett		Started On: 03/25/2024 02:27 PM
Final Approval Date: 03/29/2024		

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A FY 2023/2024 GENERAL APPROPRIATION ACT (GAA) AWARD FOR IMPROVEMENTS ALONG AVENUE D FROM N. 29TH STREET TO US 1.

WHEREAS, the City submitted a State General Appropriation Local Funding Initiative Request for Fiscal Year 2023/2024; and

WHEREAS, the City was awarded an amount of up to $1,500,000; and

WHEREAS, the Florida Department of Transportation supplied the attached State-Funded Grant Agreement for execution; and

WHEREAS, the City must authorize its officers and personnel to execute the attached State-Funded Grant Agreement in order to be eligible to receive the award; and

WHEREAS, a copy of this Resolution is required as an exhibit to the attached State-Funded Grant Agreement.

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

1. The City of Fort Pierce is authorized to enter into the State-Funded Grant Agreement with the Florida Department of Transportation, attached at Exhibit 1.

2. The City of Fort Pierce's officers and personnel, to include the Mayor, City Clerk, and City Attorney, are hereby authorized to execute the State-Funded Grant Agreement on behalf of the City of Fort Pierce.

3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2024

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges
City Attorney

STATE-FUNDED GRANT AGREEMENT

FPN: 453170-1-54-01	Fund: GR24	FLAIR Category: 088862
	Org Code: 55043010404	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:94	Contract No:	Vendor No: F596000322013

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   ☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042a , Local Transportation Project , CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Construction of Avenue D Road Improvements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $3,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $1,500,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development, District Four

Legal Review:

By: _____

Name: _____

Title: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453170-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Fort Pierce (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.666 Miles; Roadway ID #94000017 BMP 0.00 to EMP 1.404 and Roadway ID #94500001 BMP 0.437 to EMP 0.699.

PROJECT DESCRIPTION: The milling and resurfacing from N. 29th Street to US 1 and will reconstruct sidewalks on the south side of Avenue D from N. 29th Street to N. 25th Street. Additional scope elements include installing concrete pavers and stamped asphalt crosswalks at the street intersections along Avenue D as well as installing new pavement striping and upgrading the signage that do not meet current standards. On signalized intersections, vehicle loops will be removed, and an autoscope video detection system will be installed in their place.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. The Recipient is required to use Florida Greenbook, or an approved minimum design standard that is in conformity with the minimum criteria that is outlined in Florida Greenbook. The recipient is required to ensure that specifications are approved in advance. The recipient is responsible for the materials testing progress, along with ensuring that all consultants and contractors for said project are qualified.

The Recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final bid submittal:
a) Copies of all permits from applicable agencies.
b) Copies of signed acceptances from the local maintaining agency/City roadway signalization, lighting, and or/ landscaping.
c) Level II Contamination Assessments (as needed)
d) Signed and sealed plans and specification Packages, respectively.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for cost that are incurred before the execution of this agreement.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction to be completed by June 30, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included; the 100% final plans, specifications, final bid document(s), and estimates with all work shown within the right of way and applicable permits.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Fort Pierce 100 N U.S. Highway 1 Fort Pierce, FL 34950	453170-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2024**	Maximum Department Participation (Local Transportation Project GAA)	$3,000,000.00	$1,500,000.00	$1,500,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$3,000,000.00 %	$1,500,000.00 %	$1,500,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54 Design) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$3,000,000.00	$1,500,000.00	$1,500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Fort Pierce

PROJECT DESCRIPTION:The Construction of Avenue D Road Improvements.

FPID#: 453170-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☐ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042A, CSFA 55.039

***Award Amount:** $1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS.)

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SELENA GRIFFETT, PROJECT ENGINEER, ENGINEERING
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW OF FDOT PROVIDED STATE FUNDED GRANT AGREEMENT FOR EXECUTION
CAO RLS FILE:	24-105
DATE:	MARCH 21, 2024

This office previously reviewed two documents: (1) a State Funded Grant Agreement provided by the FDOT and (2) the adopting Resolution. This office was unable to approve the Resolution or Exhibit A to the SFGA, and asked Staff to clarify the project description and make necessary corrections. [RLS 24-46, memo attached]

The present RLS seeks review of the revised Resolution and revised Exhibit A to the SFGA.

Exhibit A to the SFGA is approved as to form and correctness. This office previously approved the remainder of the SFGA as to form and correctness so the entire SFGA with revised Exhibit A is now approved.

I have made suggested changes to the Resolution. It is uploaded to AgendaQuick as a Track Changes version. I also uploaded a Clean Copy version that is approved as to form and correctness.

When you are putting the Resolution together for the City Commission to approve, the SFGA (with exhibits including the approved Exhibit A) should be attached as Exhibit 1.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

TO:	SELENA GRIFFETT, PROJECT ENGINEER, ENGINEERING
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW OF FDOT-PROVIDED STATE FUNDED GRANT AGREEMENT FOR EXECUTION
CAO RLS FILE:	24-46
DATE:	MARCH 7, 2024

This Request for Legal Services seeks approval of two documents: (1) a State Funded Grant Agreement provided by the FDOT and (2) the adopting Resolution.

I have reviewed the RLS; the proposed State Funded Grant Agreement with its Exhibits (the "SFGA"); the proposed Resolution; and the Local Funding Initiative Request which I understand constituted the City's application for the grant (the "Application").

I am unable to approve the SFGA or the Resolution as submitted because of discrepancies in the project description. The discrepancies I noted include:

- Referring to 29th Street as "**S** 29th Street" on some documents and "**N.** 29th Street" on others;
- Describing the project as including "***construction*** of concrete pavers" on Exhibit A to the SFGA and ***removal*** of concrete paver intersection on the Application;
- Describing the project as including "stamped asphalt ***at intersections***" on Exhibit A to the SFGA and "stamped asphalt ***crosswalks***" on the Application;
- Including the reconstruction of US1 to Indian River Drive on the Application and omitting any reference to reconstruction of US1 from the other three documents.

I am attaching Exhibit A of the SFGA to this memo. Staff should scrutinize it carefully and if the Project Description is not accurate, suggested corrections should be forwarded to FDOT.

I made two minor changes to the adopting Resolution which I have uploaded to AgendaQuick in Word. In addition to these changes, Staff should review the project description in the opening paragraph for accuracy as it refers to **South** 29th Street which may or may not describe the project.

Once you have confirmed (or corrected) the project description in Exhibit A to the SFGA, please resubmit that Exhibit for final approval. Once you have accepted the changes I made to the Resolution and confirmed (or corrected) the project description in the opening paragraph, please resubmit for final approval.

The remainder of the SFGA is approved as to form and correctness. As this is a "Standard Form" for the FDOT, it includes some provisions that you should be aware of. The remainder of this memo focuses on those provisions:

1. The City is obligated to complete the project even if the agreement has expired and funding is potentially no longer available.

2. The FDOT may terminate the agreement "any time the interest of the Department requires such termination." The City does not have this right. The City can only terminate the agreement if the FDOT agrees to termination.

3. As written, the project needs to be completed and all grant funds disbursed to the City during 2024.

4. Paragraph 7 entitled "Compensation and Payment" refers to project "deliverables" which are supposedly described in Exhibit A. While Exhibit A describes the project in broad terms, it does not describe discrete deliverables. I recommend careful review of Exhibit A to make sure the City understands the project "deliverables," and also careful review of Paragraph 7 of the SFGA, so the City is aware of when/how it will be entitled to disbursement of grant funds.

5. In order to receive any funds under the SFGA, the City must comply with (and may be required to certify compliance with) the following Florida Statutes (which I uploaded to AgendaQuick):

    a. Florida Statutes section 287.057 which discusses the competitive solicitation process requirement.

    b. Florida Statutes section 287.055 which addresses the hiring of professional consultants under the Consultants' Competitive Negotiation Act.

    c. Florida Statutes section 255.0991 which prohibits certain local government preferences.

6. The SFGA mandates that the City adhere to the Department's "Conflict of Interest Procedure" (FDOT Topic No. 375-030-006). I recommend that Staff obtain a copy of the referenced Conflict of Interest Procedure and thereafter ensure compliance therewith.

7. Because the size of the grant ($1.5 million) exceeds the State's audit threshold, the "Single Audit Act" applies (section 215.97, F.S., uploaded to AgendaQuick). The City must have an audit conducted for 2024 and must submit a financial reporting package. The City must retain its records demonstrating compliance with the SFGA for five years from the date the audit report is issued. Exhibit J to the SFGA contains a link with guidance and additional information regarding compliance with the Single Audit Act.

8. Paragraph 13 of the SFGA contains restrictions with regard to labor. Under this paragraph:

    a. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the FDOT to be a "non-

responsible contractor" may not submit a bid or perform work on a contract with the City.

b. The City must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of **all new employees hired by the City** during the term of the contract.

c. The City must expressly require its contractors and subcontractors performing work pursuant to the SFGA to likewise use the E-Verify system .

9. Paragraph 14-c contains language regarding indemnification and insurance that the City must include in all contracts with contractors, consultants, etc. who perform work in connection with the SFGA.

10. Paragraph 15-h mandates that the City comply with Florida Statutes section 20.055(5) which requires the City to "cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section," and also requires that the City include in "each contract, bid, proposal, and application or solicitation for a contract . . . a statement that the corporation, partnership, or person understands and will comply with this subsection."

If you have any questions about how to proceed, please do not hesitate to contact this office.

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453170-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

The City of Fort Pierce (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.666 Miles; Roadway ID #94000017 BMP 0.00 to EMP 1.404 and Roadway ID #94500001 BMP 0.437 to EMP 0.699.

PROJECT DESCRIPTION: Avenue D Road Improvements from N. 29th Street to US-1: Project includes milling and resurfacing of roadway, construction of concrete pavers, and stamped asphalt at intersections.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards that are outlined for Class D Projects. The Recipient is required to use Florida Greenbook or an approved minimum design standard(s) that conform with the minimum criteria as outlined in the Florida Greenbook. The recipient is required to ensure specifications are approved in advance.

The Recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department’s review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for cost that are incurred before the execution of this agreement.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction to be completed by June 30, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included; the 100% final plans, specifications, and estimates with all work shown within the right of way and applicable permits.

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 04/15/2024

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 04/10/2024 11:33 AM

Final Approval Date: 04/10/2024

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from March 1, 2024 to March 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	2024 4th of July Fireworks	$27,000.00	0016000-583930 COMMUNITY SPONSOR/SIGHT&SOUN	ADMINISTRATIVE
CITY MANAGER	LYLE SUMEK ASSOCIATES, INC.	2024 Strategic Plan Update	$32,607.82	0016000-534900 CONTRACTUAL SVC/MSC CONT FEE	ADMINISTRATIVE
ENGINEERING	ECONOLITE SYSTEMS, INC.	Software Maintenance Agreement	$23,011.00	0014400-534920 CONTRACTUAL SVC/CLOSED LOOP	ENGINEERING
ENGINEERING	TETRA TECH, INC.	Shoaling Analysis for City Marina Vicinity	$28,281.00	4014100-563200 IMPROV OTHER/OTHER IMPROVE	MARINA
INFORMATION TECHNOLOGY	SHI INTERNATIONAL CORP.	M365 G5 Compliance GCC Sub Per User	$14,468.00	4202902-546750 REPAIR & MAINTEN/SOFTWARE	BUILDING DEPARTMENT
INFORMATION TECHNOLOGY	CIVICPLUS	CivicPlus Annual License Renewal	$19,920.16	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	HOWARD TECHNOLOGY SOLUTIONS	FortiNet Renewal 3 yr term	$19,992.00	4054500-546750 REPAIR & MAINTEN/SOFTWARE	GOLF COURSE
INFORMATION TECHNOLOGY	PARILLA & ASSOCIATES, INC.	FY 2024 Consulting Services	$25,000.00	0012200-531900 PROFESSIONAL SVC/CONSULT FEE	HUMAN RESOURCES
INFORMATION TECHNOLOGY	EGNYTE, INC.	EGNYTE ANNUAL RENEWAL	$36,441.77	4024200-546750 REPAIR & MAINTEN/SOFTWARE	SOLID WASTE
POLICE - STAFF	FLORIDA BULLET, INC.	AMMUNITITION	$38,650.80	0013002-552510 OPERATING SUPPLIES/MILITARY	POLICE SUPPORT
PW - COMMUNITY CENTER	MORIVALOUS CLEA	CITY OWNED BUILDING JANITORIAL SERVICES	$13,529.38	0014008-546110 REPAIR & MAINTEN/JANITORIAL	COMMUNITY CENTER
PW - COMMUNITY CENTER	RIDDELL ALL AMERICAN SPORTS	FIREHAWK DECALS, HELMETS, MISC EQUIP	$25,000.00	0014008-549920 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER
PW - FACILITIES MAINTENANCE	SANI EFFECT ENVIRONMENTAL INC.	MAIN PD MOLD REMEDIATION	$14,850.04	0014004-546100 REPAIR & MAIN. SVC/BUILDING	FACILITIES MAINTENANCE
PW - FACILITIES MAINTENANCE	SANI EFFECT ENVIRONMENTAL INC.	SUBSTATION MOLD REMEDIATION	$15,922.36	0014004-546100 REPAIR & MAIN. SVC/BUILDING	FACILITIES MAINTENANCE
SOLID WASTE	SANI EFFECT ENVIRONMENTAL INC.	MOLD REMEDIATION FOR PW SW DIVISION	$23,317.28	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE
SUNRISE THEATRE	SWEETWATER SOUND INC	Booms, Mics, Cables, Headphones, amps & other misc	$15,519.00	4064600-564405 EQUIPMENT & MACHINERY/OTHER	SUNRISE THEATRE